



Date: October 1, 2024

RE: Master Services Agreement

Dear Valued Partner:

Cima Network is dedicated to striving for excellence and exceeding industry standards throughout all aspects of our business.

In today's business environment, a precondition for doing business is to have signed and fully executed contracts with our preferred vendors. On the recommendation of our insurance underwriter, we adopted this Master Services Agreement, which is to be completed by all of our valued subcontractors. Although signing the agreement is not necessarily a guarantee of future work or pricing with Cima Network, it does place you in a space of eligibility as a preferred vendor within our supplier database. The term of the Master Services Agreement is perpetual from the date of its execution until terminated. Please complete all required fields in the agreement and forward the agreement to Cima. New subcontractors should attach the signed agreement when using the vendor onboarding link to establish an account with us.

In addition, Cima Network will issue a Purchase Order for specific projects. The specific terms including project scheduling, pricing, lien waivers, project photographs, permits, and any other specific aspects of an individual Project will be arranged when the Purchase Order is issued. Our purchase orders reference the Subcontract Agreement to reinforce the general conditions that have been agreed-to between Cima Network Inc. and the Subcontractor.

If you have any questions or concerns, please feel free to contact me.

Regards,

James Bussiere
Controller

Master Services Agreement (MSA) for Signage Installation and Service

This Master Services Agreement ("Agreement") is made and entered into as of the last date signed by the parties below ("Effective Date"), by and between Cima Network, Inc. ("Contractor"), and the subcontractor set forth on the signature page to this Agreement ("Subcontractor") _____.

1. Scope of Services: Contractor engages Subcontractor to provide signage installation and related services ("Services") as described in one or more Purchase Orders ("POs") issued by Contractor to Subcontractor under this Agreement. Each PO shall specify the Services to be performed, the applicable fees, the schedule, and any other relevant terms.

2. Time of the Essence:

a. The parties agree that time is of the essence in the performance of this Agreement. Subcontractor shall strictly adhere to the timelines, schedules, and deadlines specified in the POs and any change orders issued by Contractor. Any delays in the performance of Services by Subcontractor may result in additional costs, damages, or penalties to Contractor.

b. Subcontractor acknowledges and agrees that any failure to meet agreed-upon deadlines or milestones may disrupt Contractor's project schedule, incur additional expenses, or adversely affect Contractor's relationships with clients or other subcontractors. The subcontractor shall use its best efforts to complete the Services within the specified timeframes and shall immediately notify the Contractor of any anticipated delays or obstacles that may impact the timely completion of the Services.

c. Failure of Subcontractor to meet agreed-upon deadlines or milestones may constitute a material breach of this Agreement, entitling Contractor to pursue remedies as provided herein, including termination of this Agreement and engagement of alternative subcontractors to complete the Services.

3. Performance of Services; Subcontractor Obligations: Subcontractor shall:

a. Undertake its best efforts to coordinate with Contractor to ensure all signage is installed in a safe manner. Subcontractor shall perform the Services in a professional and workmanlike manner, consistent with industry standards and any specifications provided by Contractor. All labor, equipment, materials and services shall be in accordance with the PO and shall be of such quality as is satisfactory to Contractor.

b. Ensure that the installation site(s) are maintained in a clean, safe, and orderly condition throughout the duration of the project. This includes, but is not limited to, the removal of debris, waste materials, and excess equipment from the jobsite on a regular basis. Subcontractor shall also ensure that all hazardous materials are safely stored and disposed of in accordance with applicable laws and regulations.

c. Perform Services as outlined in POs in compliance with all safety regulations and maintain a clean and safe work environment. Subcontractor is bound by and shall comply with all applicable state, federal and local statutes, codes, ordinances, rules, and regulations in completing the Services at its own cost.

d. Not obligate Contractor in any manner, nor cause Contractor to be liable under any contract or other commitment.

e. Maintain all licenses and privileges necessary to lawfully and competently perform the Services.

f. Utilize only Subcontractor's own personnel and employees in completing the Services and refrain from using any unauthorized independent contractors, third-parties or sub-subcontractors (collectively "Third-Parties") in performing the Services without Contractor's prior written consent. If Contractor does consent to the use of then Subcontractor acknowledges and agrees it will (i) remain strictly liable for the performance of such Services and compliance with the terms of this Agreement and any applicable PO; and (ii) ensure any Third Parties are bound by contract provisions comparable to this Agreement.

g. Take initiative-taking measures to prevent and mitigate any damage to the property or surrounding environment due to the Services provided. Any damage caused by Subcontractor's negligence in maintaining jobsite cleanliness shall be repaired or remediated at Subcontractor's expense. Contractor reserves the right to inspect the jobsite at any time to ensure compliance with cleanliness standards. Failure to maintain cleanliness at the jobsite may result in penalties, withholding of payment, or termination of this Agreement at Contractor's discretion.

4. Change Orders:

a. Any changes to the scope of Services outlined in the POs shall require prior written approval from Contractor before Subcontractor commences any work on the proposed changes. Subcontractor shall promptly notify Contractor of any requested changes to the Services, including any modifications to the specifications, schedule, or fees.

b. Upon receipt of a request for a change to the Services, Contractor shall evaluate the proposed changes and provide written approval or rejection within a reasonable timeframe. If approved, Contractor and Subcontractor shall negotiate any necessary adjustments to the scope, schedule, and fees associated with the proposed changes.

c. Subcontractor shall not proceed with any work on the proposed changes until written approval has been obtained from Contractor. Any work performed by Subcontractor without prior written approval from Contractor shall be at Subcontractor's own risk, and Contractor shall not be liable for any costs or expenses incurred as a result.

d. Contractor reserves the right to reject any proposed changes that are not feasible, practical, or consistent with the terms of this Agreement. Subcontractor shall not be entitled to any additional compensation or time extension for changes to the Services that have not been approved in writing by Contractor.

5. Jobsite Safety:

a. Subcontractors shall always prioritize safety during the performance of Services. Subcontractors shall comply with all applicable safety laws, regulations, and industry standards, including but not limited to, those set forth by the Occupational Safety and Health Administration (OSHA) and any other relevant regulatory bodies.

b. Subcontractors shall conduct regular safety inspections of the jobsite and equipment to identify and address any potential hazards. Subcontractors shall provide appropriate safety training to its employees and subcontractors involved in the project and ensure that they use personal protective equipment (PPE) as required.

c. Subcontractor shall promptly report any safety incidents, accidents, or near misses to Contractor and cooperate fully in any investigations or corrective actions. The subcontractor shall also maintain records of all safety-related incidents and training sessions as required by law.

d. Contractor reserves the right to halt work or require corrective action if it determines that Subcontractor's activities pose a safety risk to personnel or property. Failure to comply with safety requirements may result in penalties, withholding of payment, or termination of this Agreement at Contractor's discretion.

6. Contractor Obligations: Contractor shall provide Subcontractor with access to project sites, necessary information, permissions, and approvals for Service execution. Contractor shall ensure project sites meet necessary requirements.

7. Failure to Perform; Default:

a. Contractor shall notify Subcontractor in writing if Subcontractor (i) fails to perform its obligations under this Agreement or (ii) breaches or violates any term herein or under any PO, specifying the nature of the failure or breach.

b. If Subcontractor fails to cure the identified failure or breach within the specified cure period in the notice, or if such breach is determined in Contractor's reasonable discretion, incapable of cure, Contractor may, at its discretion, take any or all the following actions:

i. Terminate this Agreement as well as any corresponding POs immediately upon written notice to Subcontractor.

ii. Engage alternative subcontractors to complete the Services, with any costs incurred by the Contractor to be deducted from amounts owed to Subcontractor under this Agreement.

iii. Seek damages or other appropriate remedies for Subcontractor's failure to perform.

iv. Subcontractor shall be liable for any additional costs, expenses, or damages incurred by Contractor because of Subcontractor's failure to perform or breach of this Agreement or any PO. Such costs may include, but are not limited to, additional labor costs, material costs, and other damages recoverable under law.

c. Contractor's exercise of any rights or remedies under this section shall not preclude Contractor from exercising any other rights or remedies available to it under this Agreement or at law.

d. Contractor may withhold from the Subcontractor any sum due or which become due under this Agreement to offset the damages incurred or possibly incurred as a result of the breach. In the event of termination, Subcontractor and its surety company, if any, shall be liable to Contractor for any and all increased costs, expenses, legal fees, or other damages, both liquidated and unliquidated, which result directly or indirectly from the Subcontractor's breach.

8. Fees, Payment, and Lien Waiver: Contractor shall compensate Subcontractor for Services rendered as outlined in each PO. Payment terms, including due dates and methods, will be specified in the POs. Upon payment for completed Services, Subcontractor agrees to furnish Contractor with a lien waiver or release in a form acceptable to Contractor. This waiver or release shall attest that

Subcontractor has been paid in full for the Services provided under the applicable PO and waives any right to file a lien against the project property for the Services rendered.

9. Insurance: Subcontractor shall maintain adequate insurance coverage throughout the term of this Agreement, including but not limited to:

- a. General Liability Insurance: Subcontractor shall carry the minimum limits of liability.
 - i. Commercial General Liability Insurance
 1. \$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000 General Aggregate per Project
 2. \$2,000,000 Products & Completed Operations Aggregate
 3. \$1,000,000 Personal and Advertising Injury Limit
 - ii. Business or Commercial Automobile Liability Insurance
 1. \$1,000,000 combined single limit per accident
 - iii. Workers' Compensation and Employers' Liability Insurance
 1. \$100,000 Each Accident
 2. \$100,000 Each Employee for Injury by Disease
 3. \$500,000 Aggregate for Injury by Disease
 - iv. Excess or Umbrella Liability (to overlay Employer's Liability, Automobile Liability and Commercial Liability coverages)
 1. \$1,000,000 occurrence/aggregate
- b. Workers' Compensation Insurance: Subcontractor shall carry workers' compensation insurance as required by law, providing coverage for its employees engaged in the performance of Services under this Agreement.
- c. Automobile Liability Insurance: If Subcontractor operates vehicles in connection with the Services, Subcontractor shall carry automobile liability insurance with limits of not less than \$1,000,000 per accident.
- d. Professional Liability Insurance: If applicable to the Services provided, Subcontractor shall carry professional liability insurance with limits of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate.
- e. Subcontractor's insurance policies shall include endorsements providing coverage as additional insureds to Contractor, any entity hiring Contractor, and the owner of the project primarily responsible for management of the work being performed at the jobsite ("Owner"), as well as their respective officers, agents and employees for all claims arising out of Subcontractor's performance of the Services, including for claims made by third-parties and Subcontractor's employees and subcontractors against Contractor and/or other entities set forth in this Section 9(e).
- f. Subcontractor shall provide Contractor with certificates of insurance evidencing the required coverage, naming Contractor and the other entities set forth herein as additional insureds and providing for at least 30 days' notice to Contractor in the event of cancellation or material change to the insurance policies.
- g. Subcontractor's insurance policies, as required herein, shall be primary and non-contributory to any insurance maintained by Contractor or Owner and shall be endorsed to, or shall otherwise, waive all rights of subrogation against Contractor and Owner.
- h. Failure of Subcontractor to maintain the required insurance coverage shall constitute a material breach of this Agreement, and Contractor may terminate this Agreement immediately in such event. Subcontractor shall indemnify, defend, and hold harmless Contractor from any claims, damages, losses, liabilities, and expenses arising from Subcontractor's failure to maintain adequate insurance coverage.

10. Intellectual Property: Any intellectual property, creations, developments, improvements or ideas created by Subcontractor during the provision of Services ("Work Product") shall belong to Contractor. All Work Product will be deemed "work made for hire" as that term is used in the U.S. Copyright Act, and belong solely to Contractor from conception. Subcontractor hereby expressly disclaim all interest in all Inventions and shall execute any necessary documents to effectuate Contractor's ownership of the Work Product.

11. Confidentiality; Publicity:

- a. Subcontractor shall maintain the confidentiality of all Contractor's non-public information, including but not limited to confidential and proprietary information, drawings, sketches, plans, processes, procedures, know-how, documents, procedural manuals, guides, specifications, best-known-methods, standard operating procedures plans, pricing, or information about Contractor's

business or its suppliers, vendors or partners, present, past or prospective customers ("Confidential Information"). Subcontractor acknowledges and agrees that Confidential Information is valuable and proprietary to Contractor and shall not to use it except in the providing of the Services and to hold in strictest confidence, and not to disclose Confidential Information to any person or entity without the prior written authorization of Contractor. This provision shall survive so long as the Confidential Information remains non-public without the disclosure by Subcontractor.

b. Subcontractor shall not publicize or make any announcements, whether on Subcontractor's website, social media pages, the Internet, direct mail, advertising/ marketing materials, or otherwise, related to this Agreement or the Services provided under this Agreement, including but not limited to, the names of customers, without the prior written consent of Contractor.

12. Limitation of Liability; Damages:

a. To the fullest extent permitted by law, Contractor shall not be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of the cause of action or theory of liability, even if advised of the possibility of such damages.

b. This limitation of liability shall apply to all claims, including but not limited to those for breach of contract, negligence, or strict liability. The parties agree that this limitation of liability reflects a reasonable allocation of risk between them.

c. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall limit or exclude either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) gross negligence; (d) willful misconduct; or (e) any other liability that cannot be limited or excluded by applicable law.

13. Non-Compete and Non-Solicitation:

a. During the term of this Agreement and for a period of one year following its termination or expiration, Subcontractor agrees not to directly or indirectly engage in any business or activity that competes with the services provided by Contractor within United States. This includes, but is not limited to, providing signage installation and related services to clients that were introduced to Subcontractor through its engagement with Contractor.

b. Additionally, Subcontractor agrees not to solicit, directly or indirectly, any clients, employees, subcontractors, or agents of Contractor for purposes of providing services that compete with those offered by Contractor. This non-solicitation provision applies to the duration of this Agreement and for a period of one year following its termination or expiration.

c. Subcontractor acknowledges that Contractor has invested time, resources, and effort in developing its client relationships, business methods, and goodwill, and that the restrictions set forth in this section are necessary to protect Contractor's legitimate business interests. Subcontractor further acknowledges that a breach of this section would cause irreparable harm to Contractor and agrees that Contractor shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to enforce the provisions of this section.

14. Indemnification and Hold Harmless:

a. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless Contractor and its affiliates and their respective owners, officers, representatives and agents, from and against any claims, damages, losses, liabilities, expenses, penalties, demands, causes of action, fines, damages, including reasonable attorneys' fees, in law or in equity, of any kind or nature whatsoever, directly or indirectly arising out of or in connection with Subcontractor or its personnel or representative's (i) negligence, willful misconduct, or breach of this Agreement or breach or noncompliance with any PO (ii) violation of law, rule or regulation; or (iii) acts or omissions in the performance of Services under this Agreement. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of Contractor, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor for claims found to be due to the sole negligence or willful misconduct of Contractor.

b. Subcontractor further accepts and assumes full and exclusive liability for, and shall defend, indemnify and save harmless Contractor from and against, the payment of any and all taxes, contributions and premiums for unemployment insurance, workman's compensation, retirement, health and welfare disability, and any similar benefits, which may now or hereafter be imposed by law or by collective bargaining agreement measured upon the payroll, income, wages, salaries or other remuneration of employees, by whomsoever employed, engaged in the performance of the Services and all sales, use or other taxes levied or assessed against Contractor or Subcontractor, arising out of the Services, including, but not limited to, taxes on any kind of materials, articles or equipment. Contractor may, in its sole discretion, request production by Subcontractor of evidence satisfactory to Contractor that all obligations described in this subsection have been paid in full as a condition to making any payment hereunder whether final or otherwise.

c. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor and its affiliates and their respective owners, officers, representatives, and agents, from and against any lien claims by subcontractors or agents, representatives, affiliates, or employees of Subcontractor. To the extent permitted by law and when required by Contractor's agreement with Owner, or any general contractor, project manager, or other entity retaining Contractor for Services completed by Subcontractor pursuant to this Agreement, Subcontractor agrees to a waiver of lien rights in exchange for payment for completion of Services and to execute any necessary documentation to confirm said waiver of lien rights. Furthermore, to the extent permitted by law and when so required by Contractor's agreement with Owner or any other general contractor, project manager, or other entity retaining Contractor for Services completed by Subcontractor pursuant to this Agreement, Subcontractor agrees to require similar written confirmation of waivers from its subcontractors as a condition precedent to payment for completion of the Services.

15. Governing Law and Dispute Resolution:

- a. This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania. Any disputes arising from this Agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association ("AAA"), with hearings held in Pennsylvania. Each party consents to the exclusive jurisdiction of the courts of Bucks County Pennsylvania for any legal proceedings related to this Agreement.
- b. Dispute Resolution
 - i. Negotiation: In the event of any dispute, claim, or disagreement arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter amicably through good-faith negotiation. Either party may initiate negotiations by providing written notice to the other party, setting forth the nature of the dispute and its proposed resolution.
 - ii. Mediation: If the dispute cannot be resolved through negotiation within 30 days of the initiation of negotiations, the parties agree to submit the dispute to non-binding mediation facilitated by a mutually agreed-upon mediator. Each party shall bear its own costs associated with the mediation process.
 - iii. Arbitration: If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration in accordance with the rules of AAA. The arbitration shall take place in Pennsylvania, and the arbitrator shall be selected by mutual agreement of the parties or, failing such agreement, appointed by AAA, according to its rules. The decision of the arbitrator shall be final and binding on both parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
 - iv. Costs: Each party shall bear its own costs and expenses associated with the arbitration, including legal fees and costs. The parties agree to share equally the costs and fees of the arbitrator.
 - v. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania, without regard to its conflict of laws principles.
 - vi. Jurisdiction: The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Bucks or Lehigh County Pennsylvania for the enforcement of any arbitration award or other legal proceeding arising out of or related to this Agreement.
 - vii. Waiver of Jury Trial: Each party hereby waives its right to a jury trial in any legal proceeding arising out of or related to this Agreement.
 - viii. Enforceability: If any provision of this dispute resolution section is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 - ix. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm or protect its intellectual property rights.

16. Term and Termination:

a. This Agreement shall remain in effect until terminated by either party upon 30 days' written notice. Either party may terminate this Agreement immediately in the case of any breach incapable of cure or if any breach remains uncured after the cure period provided in the notice under Section 7.

b. Either party may terminate this Agreement for convenience upon 30 days' written notice to the other party. In the event of termination for convenience, Contractor shall compensate Subcontractor for any Services satisfactorily performed up to the date of termination, in accordance with the payment terms specified in this Agreement.

c. Upon termination, Subcontractor shall promptly return any materials, equipment, or documents belonging to Contractor, and shall cease all work on the project. If Subcontractor is in possession of provided materials related to the PO, in good

faith Subcontractor shall relinquish all materials to Contractor appointed third party prior to payment for work performed. Subcontractor shall also provide Contractor with a final invoice for any outstanding and reasonable services rendered up to the date of termination.

d. Notwithstanding termination for convenience, both parties shall remain liable for any obligations accrued or arising under this Agreement prior to the effective date of termination.

e.

17. Survival of Obligations: The obligations of the parties and any provisions of this Agreement that, by their nature, should survive termination, shall survive the termination or expiration of this Agreement and shall continue in full force and effect hereunder, including without limitation: Section 8 (Fees, Payment and Lien Waiver), Section 9 (Insurance), Section 10 (Intellectual Property), Section 11 (Confidentiality), Section 12 (Limitation of Liability; Damages), Section 13 (Non-Compete and Non-Solicitation), Section 14 (Indemnification and Hold Harmless) and Section 15 (Governing Law and Dispute Resolution), regardless of the reason or cause for such termination.

18. Assignment: This Agreement shall inure to the benefit of and be binding upon any successors to Contractor by way of merger, consolidation or transfer of all or substantially all of the assets, and any parent, subsidiary or affiliate of Contractor to which Contractor may transfer its rights under and pursuant to this Agreement. This Agreement shall inure to the benefit of and be binding upon Subcontractor and shall not be assigned by Subcontractor without Contractor's express written consent.

19. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

20. Entire Agreement: This Agreement, together with any POs issued hereunder, constitutes the entire understanding between Contractor and Subcontractor regarding the Services and supersedes all prior agreements or understandings, whether written or oral. No representations, oral or otherwise, express or implied, other than those contained in this Agreement, have been relied upon by any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Cima Network, Inc.

Subcontractor: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____