**MASTER SERVICE AGREEMENT**

This MASTER SERVICE AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_\_\_\_\_\_, 2024 (the **“Effective Date**”) by and between Projeo Corporation, an Illinois corporation, with offices at 1700 South Mount Prospect Road, Des Plaines, Illinois 60018 (“**Projeo**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_(state)\_\_\_\_\_\_\_\_\_(entity), with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Contractor**”). Projeo and Contractor are collectively referred to in this Agreement as the “**Parties**” and each individually as a “**Party**.”

WHEREAS, Projeo is engaged in the business of conducting carbon capture sequestration or other, similar underground services;

WHEREAS, Projeo has been sponsored to conduct various works, or provide various services in the capture, sequestration, or other similar underground services, in each case identified in the applicable work authorization (“**Sponsor**”), and in the course of such operations, desires to enter into contracts with independent contractors for the performance of services relating thereto;

WHEREAS, Contractor is proposed to perform certain services as an independent contractor for Projeo from time to time as requested by Projeo.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

# Scope of Services.

## Work Authorizations. Contractor shall perform work (the "**Work**") on a task order basis, with individual work scopes that have been authorized by the Parties’ execution of a work authorization substantially similar in form and substance to Exhibit A attached hereto and incorporated herein by reference (each, a “**Work Authorization**”). Prior to commencement of the work contemplated in a particular Work Authorization, the Parties shall agree to the following, which will be specified on such Work Authorization: (a) a statement of work; (b) period of performance; (c) cost estimate and cost limitation; (d) payment terms; and (e) deliverables (“**Deliverables**”). Each Work Authorization becomes effective, incorporated into and forms a part of this Agreement when duly executed by both Parties. If a conflict, ambiguity or discrepancy arises between the terms and conditions of this Agreement as they are incorporated by reference into given Work Authorization, the terms of this Agreement (other than Exhibit A ) shall prevail, except for required special provisions set forth in the respective Work Authorization which shall prevail.

## Duration of this Agreement. This Agreement shall become effective upon full execution of this Agreement and shall remain in force and effect until (i) [insert date or number of years] or (ii) earlier terminated by Projeo. The terms and conditions of this Agreement will govern any Work to be performed or Work in progress at the time of the expiration (but not termination), and will continue to govern such services and any liability, including any warranty or indemnity obligations, that may arise from the performance of any such Work pursuant to this Agreement.

## Termination Notice. At any time, Projeo may terminate this Agreement and/or a Work Authorization upon written notice to Contractor (the “**Termination Notice**”). The effective date of such termination (the “**Termination Date**”) will be (i) specified in the Termination Notice or (ii) if not specified in the Termination Notice, the date such notice is received by the Contractor.

## Termination for Convenience. Projeo may terminate this Agreement and/or any Work Authorization for convenience. In connection with such termination, Projeo will only be obligated to pay Contractor’s reasonable, documented, allowable and undisputed costs incurred by Contractor to perform the Work prior to the Termination Date, and any reasonable, pre-approved and non-cancellable commitments entered into by Contractor in furtherance of the Work before the Termination Date. Within 30 calendar days following the Termination Date, Contractor shall provide Projeo with a Final Invoice, all Deliverables, a completed and executed Closeout Form, and all other materials, documents and/or deliverables reasonably requested by Projeo in connection with such termination. Contractor shall take all reasonable steps to minimize such termination costs.

## Termination for Cause. Projeo may terminate this Agreement and/or any Work Authorization for cause if (i) Contractor breaches, or Projeo has reasonable belief Contractor is likely to breach, this Agreement; or (ii) Contractor becomes insolvent or otherwise unable to pay its debts when due, makes a general assignment for the benefit of creditors, is adjudicated bankrupt, files a voluntary petition for bankruptcy or for reorganization, effectuates a plan or similar arrangement with creditors or a receiver, trustee or custodian is appointed for any of the Contractor’s property or assets (each, a “**Default**”). Contractor will have 10 calendar days from the Termination Date to cure a Default in a manner acceptable to Projeo. If Contractor fails to cure a Default within such time, this Agreement will terminate automatically and, at Projeo’s election, Projeo or a third-party engaged by Projeo may complete the Work. If Projeo or a third-party engaged by Projeo completes the Work, Contractor shall x) reimburse Projeo for all costs, expenses, losses and damages incurred by Projeo in connection therewith; and (y) pay Projeo all amounts previously paid to Contractor for Work that is not completed or is unacceptable to Projeo, and (z) reimburse Projeo for all other costs, expenses, losses and damages (including reasonable attorneys’ fees and costs) incurred by Projeo in connection with the Default. If Contractor owes Projeo any amounts due to a Default, Projeo may offset such amounts against any payments due and owing by Projeo to Contractor under this Agreement, the excess amount shall be paid by Contractor to Projeo upon request.

Non-Exclusive. This Agreement does not obligate Projeo to engage Contractor to provide any goods or services, nor does it obligate Contractor to accept any such engagement from Projeo. This Agreement is not exclusive and either Party may enter into similar contracts with any third parties at their sole discretion.

# Payment, Invoices, and Audits.

## Total Cost. The total cost to Projeo for Work performed under this Agreement will be set forth in the Work Authorization for that Work and will be identified as the “**Cost Limitation**.” Projeo will not pay an amount in excess of the applicable Cost Limitation identified in a Work Authorization. Contractor shall invoice Projeo for Work in accordance with the billing instructions set forth on Exhibit C attached hereto and incorporated herein.

## Compensation Payable. Projeo shall make payment on a net 60 days basis for Work performed upon receipt of itemized invoices and supporting data, which must include a detailed written explanation of the actual Work performed, the time devoted to such services, and the associated expenses, together with copies of all vendor receipts associated with travel, materials, and other expenses of the Work. Projeo will not make payments to Contractor more often than once a month and payment is contingent upon Projeo’s acceptance of Contractor’s invoices prepared in accordance with this Agreement, any required Deliverables, any progress report(s) on the Work, and the documentation required to be delivered to Projeo.

## Invoicing. Contractor must submit all invoices electronically to Projeo’s Accounts Payable Department at accounting@projeo.com, “Reference: Agreement No. SUB\_\_\_\_ and Work Authorization No. \_\_\_XX.”

## Verification of Amounts Due. Payment by Projeo of Contractor’s invoices will be without prejudice to Projeo’s right to dispute them. Notwithstanding the approval for payment of any invoice submitted by Contractor, Projeo may withhold payment of any portion or all of any invoice until Contractor has furnished verification reasonably satisfactory to Projeo that Contractor has performed the applicable services and/or delivered the applicable goods in accordance with this Agreement and has paid all amounts due to any of Contractor’s subcontractors or suppliers of any tier (each a “**Subcontractor**”) and suppliers.

## Final Invoice. Upon final acceptance by Projeo of the final Deliverables in form and content as prescribed in a Work Authorization, or upon a Work Authorization’s work completion date if no final Deliverable is required, Contractor shall submit to Projeo’s Accounts Payable Department an invoice clearly identified as the "Final Invoice" for final payment for the Work performed under that Work Authorization. The Final Invoice must reference the total aggregate amount of allowable costs invoiced to Projeo under the applicable Work Authorization, less the total aggregate payments received from Projeo, and the net remaining balance due from Projeo, provided, however, that in no event will Projeo’s total aggregate payments under each Work Authorization exceed the Cost Limitation. For each Work Authorization, the Final Invoice must reference the Projeo Agreement No. and Work Authorization No. and must be delivered to Projeo’s Accounts Payable Department no later than 30 days after the Work Authorization’s final Deliverable due date or 30 days from the Work Authorization’s work completion date if no final Deliverable is required. Any Final Invoice received after the 30th day will only be paid at the sole discretion of Projeo.

## Release. Contractor’s acceptance of payment under a Final Invoice will constitute and operate as a release of Projeo (including Projeo’s respective officers, agents and employees) by Contractor for any and all claims against and liability of Projeo that Contractor, its Subcontractors, representatives and assigns might otherwise have or assert arising out of the performance of the Work under the applicable Work Authorization.

## Record Keeping Requirements. Contractor will maintain during the course of this Agreement and any Work Authorization and shall retain for not less than three (3) years after the completion the applicable Work Authorization, complete and accurate records of all of Contractor’s costs chargeable to Projeo under this Agreement and any Work Authorization. Projeo may, at reasonable times, inspect and audit such records of Contractor, using Projeo’s own representatives, including any public accounting firm retained by Projeo. The records to be maintained and retained by Contractor will include: (i) payroll records accounting for total time distribution of Contractor’s employees working full or part-time on the Work (to permit tracing to payroll records and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (ii) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor’s stock or capital items; (iii) paid invoices and canceled checks for materials purchased and for Contractor’s Subcontractors performing services in connection with the Work and any other third parties’ charges (including equipment rentals); and (iv) travel and per diem documentation (including Contractor’s employee expense reports and Contractor’s facility usage reports).

# Confidentiality.

## Confidentiality Obligation. Contractor shall keep strictly confidential and not disclose to any third parties, except as provided herein, without Projeo’s prior written consent, the terms of this Agreement, including any Work Authorizations, and all other information disclosed in writing, orally, graphically, or in any other format to Contractor or any officers, employees, or consultants (each individually a “**Representative**” and collectively “**Representatives**”) of Contractor by Projeo or Projeo’s Representatives that is designated or described as confidential, proprietary, or trade secret (together with the terms of this Agreement, “**Confidential Information**”).

## Limitation on Use. Contractor shall not use Confidential Information for any purpose other than for the performance of the applicable Work or enforcement of the terms of this Agreement or a Work Authorization.

## Permitted Disclosures to Representatives. Contractor may disclose Confidential Information to its Affiliates (as that term is defined in Section 7(b)(iii) below) and to its and their Representatives as may be necessary for Contractor to perform the Work or as may be necessary for Contractor to prepare tax returns, obtain advice and counsel, obtain insurance, and obtain or comply with the terms of any financings (any Person, as that term is defined in Section 7(b)(iv), to whom Contractor discloses Confidential Information for such purposes is also a “Representative” for purposes of this Agreement). Contractor will inform such Representatives of the confidential nature and restriction on use of the Confidential Information and will be liable for their failure to comply with the terms hereof. Any breach by any of Contractor’s current or former Representatives of the terms hereof will be deemed to be a breach by Contractor of such terms.

## Disclosures Compelled by Law. If Contractor or any current or former Representatives to which or whom Contractor has disclosed Confidential Information as provided hereunder are compelled by applicable law, regulation, securities exchange rule, or legal process to disclose any Confidential Information, then Contractor shall promptly notify Projeo in writing of such requirement and will cooperate fully insofar as allowed by law, at Projeo’s cost and expense, with Projeo’s efforts to seek an appropriate protective order or other confidential protection.

## Injunctive Relief. Contractor acknowledges that any breach or threatened breach of the terms of this Article 3 by Contractor or Contractor’s Representatives will cause irreparable harm to Projeo for which money damages would not be a sufficient remedy and that Projeo will be entitled to seek injunctive or other equitable relief for any such breach or threatened breach without being required to post any bond or other security. The foregoing is not intended to prejudice any legal remedy available to Projeo.

## Information that is not Confidential. Confidential Information does not include any information that (i) is or becomes public through no fault of Contractor or Contractor’s Representatives, (ii) was or is disclosed to Contractor or Contractor’s Representatives by a third party that is not under any confidentiality obligation to Projeo, and (iii) is developed by Contractor or Contractor’s Representatives without reference to any Confidential Information.

## Term of Confidentiality/Restriction on Use. The provisions of this Article 3 shall survive any termination or expiration of this Agreement.

# Warranties and Other Covenants.

## Warranties. Contractor warrants that: (i) it is an expert in its field; (ii) all Work will be performed or rendered safely and in a good and workmanlike manner and in compliance with this Agreement; (iii) Contractor has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing the Work hereunder; (iv) Contractor regularly conducts training and safety programs; (v) all materials, equipment, goods, supplies or manufactured articles furnished by Contractor hereunder will be of suitable quality and workmanship for their intended purposes, in accordance with applicable specifications, and will be free from defects. Goods sold to Projeo as a part of the Work shall also be new and merchantable.

## Covenants. Contractor covenants that: (i) Contractor will not, and will require that its Subcontractors not employ any employee whose employment violates any applicable laws or regulations, including, any labor or immigration laws or regulations; (ii) Contractor will replace, at its sole expense, any of its employees whose replacement is requested by Projeo; (iii) all services performed hereunder will be conducted in accordance with all applicable safety regulations, precautions and procedures and by employing all required protective equipment and devices. Any breach of the foregoing safety covenant will be grounds for Projeo’s immediate termination of this Agreement.

## Remedies. Any portion of the Work or goods provided hereunder that are not as warranted herein will be removed, replaced, or corrected by Contractor at Contractor’s sole risk and expense, and Contractor shall indemnify Projeo from and against any Claims (as defined in Section 7(b)(v) below) resulting from any breach of these covenants, representations or warranties and in connection with any Claim brought by Projeo in connection with any such breach.

# Independent Contractor. Contractor is an independent contractor, with the authority to direct and control the provision of services, subject to Projeo’s right to observe the provision of such services and to inspect the results thereof. Projeo has no authority to supervise or give instructions to Contractor’s Representatives. This Agreement is not intended by either Party to create any agency, partnership or employment relationship between them or between them and their respective employees or Representatives. Except as otherwise provided in this Agreement, neither Party assumes any liability for the actions or omissions of the other Party.

# INDEMNITY AND HOLD HARMLESS.

## Allocation of Risk. To the fullest extent permitted by applicable law, Contractor and Projeo intend to allocate between themselves responsibility for losses involving personal injury, illness, death and property damage or loss, which may arise out of or in connection with this Agreement.

## Definitions. For the purposes of this Agreement, the following definitions apply:

### “Projeo Group” means Projeo, Projeo’s contractors (other than Contractor and other members of Contractor Group) of any tier, Projeo’s Sponsors, co-interest owners, joint venturers, and co-lessees, and its and their respective Affiliates, and all of their respective shareholders, members, managers, owners, officers, directors, employees, and invitees.

### “Contractor Group” means Contractor, Contractor’s Subcontractors, and its and their respective Affiliates, shareholders, members, managers, owners, officers, directors, employees, and invitees.

### “Affiliate” means any Person controlling, controlled by, or under common control with another Person. The term “control” as used in the preceding sentence means, with respect to an entity, the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares of such entity or otherwise to control the management of such entity, and with respect to any Person other than an entity, directly or indirectly, the power, directly or indirectly, to direct or control or to cause the direction or control of any actions relating to the Agreement or performance thereunder by such Person.

### “Person” means any individual, corporation, limited liability company, general or limited partnership, business trust, unincorporated association, or any other entity.

### “Claim” means damage, loss, liability, claims, demands, awards, judgments, fines, penalties, and causes of action of every kind and character (including all attorneys’ fees and other costs and expenses incurred in connection therewith) arising out of or in connection with this Agreement and/or performance of services or provision of goods pursuant to this Agreement.

### “Third Party”, for purposes of this Article 6, means any Person who or which is not a member of Projeo Group or Contractor Group.

## Contractor General Indemnity Obligation. To the fullest extent permitted by law, Contractor will be responsible for and shall release, protect, defend, indemnify and hold harmless each member of Projeo Group from and against any and all Claims, including Claims arising from the negligence of any member of Projeo Group, for personal injury, illness, death and/or property damage or loss brought by or through any member of Contractor Group, unless such Claim arose due to the gross negligence or willful misconduct of such member of Projeo Group. Contractor group’s protection from direct suit under any workers’ compensation laws will not limit Contractor’s indemnity obligations hereunder in any manner.

## Projeo General Indemnity Obligation. To the fullest extent permitted by law, Projeo will be responsible for and shall release, protect, defend, indemnify and hold harmless each member of Contractor Group from and against any and all Claims, including Claims arising from the negligence of any member of Contractor Group, for personal injury, illness, death and/or property damage or loss brought by or through any member of Projeo Group, unless such Claim arose due to the gross negligence or willful misconduct of such member of Contractor Group. Projeo group’s protection from direct suit under any workers’ compensation laws will not limit Projeo’s indemnity obligations hereunder in any manner.

## Contractor Environmental Indemnity. Except to the extent attributable to the willful misconduct of any member of Projeo Group, Contractor shall assume all responsibility for control and removal of and shall release, protect, defend, indemnify and hold harmless each member of Projeo Group from and against any and all Claims arising directly or indirectly from pollution or contamination (including naturally occurring radioactive material) from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge, garbage, and other substances to the extent that such substances are in Contractor Group’s possession and control or such pollution is caused by Contractor Group’s equipment or services. Without relieving Contractor of any of its indemnity obligations hereunder, Projeo may take any action it deems necessary or desirable to control and remove any pollution, contamination, or spills of any substances, which are the responsibility of Contractor under this Section 7(e), and Contractor shall reimburse Projeo to the extent such control and removal is the obligation of Contractor.

## Reserved.

## Indemnity for Violations of Law. To the fullest extent permitted by law: Contractor will be responsible for and shall release, protect, defend, indemnify and hold harmless each member of Projeo Group from any Claim by or through any government agency or otherwise for any violation by any member of Contractor Group of any applicable law, rule, order or regulation in connection with this Agreement and/or performance of services or provision of goods pursuant to this Agreement.

## Indemnity for Third Party Claims. Contractor shall protect, defend, indemnify, hold harmless, and release each member of Projeo Group from and against any Claims arising out of or related to any injury, illness, death, or damage to the property of any Third Party to the extent that such injury, illness, death, or property loss is caused by the negligence or willful misconduct of any member of Contractor Group.

## Obligations Without Regard to Insurance. Each Party’s indemnity obligations hereunder shall be without regard to and without any right to contribution from any insurance maintained by such Party.

## Claims for Indemnification. Each Person that may be indemnified hereunder (an “**Indemnitee**”) shall promptly notify in writing the applicable Party of any Claim that may be presented to or served upon the Indemnitee for which the notified Party (the “**Indemnitor**”) may be liable hereunder. Such notice must describe in reasonable detail the facts giving rise to the Claim, state that the Indemnitee intends to seek indemnity hereunder, and set forth the grounds upon which the Indemnitee asserts its right to seek indemnity hereunder. Upon receipt of such notice, the Indemnitor shall assume the defense of such Claim if the Indemnitor is obligated to do so hereunder. If the Indemnitor assumes the defense of such Claim, then the Indemnitee will cooperate with the Indemnitor’s efforts to prepare the defense, including timely responding to interrogatories and document requests, making witnesses available for depositions and attending any trial relating thereto. The Indemnitee may employ separate counsel and participate in the defense of any such Claim at its own cost and expense, but the Indemnitor will have the right to make all decisions about defense and trial strategy. If the Indemnitor fails to reply in writing to the Indemnitee’s notice of the Claim, stating that the Indemnitor intends to assume the defense of such Claim within 60 days of receiving the Indemnitee’s notice, or within ten days prior to any deadline to respond to such Claim, whichever is earlier, or if the Indemnitor ceases to vigorously and promptly defend the same, the Indemnitee may defend the same with counsel of its own choosing, and settle such Claim, all at the expense of the Indemnitor, if the Indemnitor is obligated to indemnify the Indemnitee for the Claim pursuant to this Agreement. If the Indemnitor timely assumes the defense of and continues to vigorously defend such Claim, then the Indemnitee will have no right to settle the same without the prior written consent of the Indemnitor. The Indemnitor may assume the defense of such Claim at any time prior to any settlement or other final determination thereof.

## Limitation for Consequential Damages. Under no circumstances will either Party be liable to the other for punitive, exemplary, special, indirect, or consequential damages, including any loss of profit or business interruptions or loss or delay of production, regardless of whether such damages are reasonably foreseeable, resulting from or arising out of this Agreement. The preceding sentence shall not, however, operate to limit the indemnity obligations or either Party hereunder.

## Indemnity Obligations Without Regard to Negligence. Except as otherwise expressly limited by this Agreement or by law, it is the intent of the Parties that all indemnity obligations and other liabilities assumed by such parties under the terms of this Agreement will be without limit and without regard to the cause or causes thereof including preexisting conditions, strict liability, or the negligence of any member of Contractor Group or Projeo Group, whether such negligence be sole, joint, or concurrent; or active, passive, or gross.

## No Effect on Warranty or Compliance with Law Obligations. This Article 6 will not in any manner affect Contractor’s obligations pursuant to Article 4 (Warranties and Other Covenants) or Article 9 (Compliance with Law).

## Pass Through. The terms and provisions of this Article 6 will expressly apply to Claims asserted against a Party by reason of any agreement of indemnity with a Person not a party to this Agreement where such contractual indemnities are related to or ancillary to the performance of Work pursuant to this Agreement.

(o) Professional Services. Notwithstanding the provisions of the other provisions of this Article 6, the hold harmless and indemnification obligations for Professional Services (as defined in Exhibit D) shall be subject to the terms of Exhibit D titled “Scope-Specific Terms: Professional Services, which is hereby incorporated herein by reference.

# Insurance.

## Required Coverage. Contractor will, and will cause its Subcontractors to, at all times during the provision of any Work performed hereunder, carry and maintain insurance as is necessary to protect against all Claims for damages, risks, losses, and contractual indemnities covered by this Agreement and shall carry and maintain insurance of such type and with such limits as set forth in Exhibit B (with respect to any Subcontractor, if any of the insurance coverage specified in Exhibit B is not applicable to the type of services being performed by such Subcontractor, then such Subcontractor will not be required to carry such non-applicable coverage). All such policies shall be issued by insurance companies that are solvent and reasonably satisfactory to Projeo and that have an AM Best Rating of A-:VIIor higher. Before performing any services hereunder, Contractor will furnish, and will cause each of its Subcontractors to furnish, Projeo with certificates from their insurers and a copy of policy endorsements evidencing the coverage required hereby and as described in Exhibit B (subject to the proviso above with respect to non-applicable coverage). Contractor will cause each of its Subcontractors to notify Contractor of any cancellation or any material changes to such coverage at least 30 days before the effective date of such cancellation or change, and Contractor will notify Projeo of any such change in any Subcontractor’s coverage promptly upon receiving notice from such Subcontractor and will notify Projeo of any cancellation or any material changes to Contractor’s coverage at least 30 days before the effective date of such cancellation or change to such coverage. If Contractor fails to perform any of its obligations hereunder with respect to insurance, with or without the knowledge or consent of Projeo, then Contractor shall itself be an insurer to the extent it has failed to perform such obligations. The minimum insurance requirements set forth in Exhibit B attached hereto are not intended in any way to limit the extent of Contractor’s indemnity obligations provided for in Article 6 above.

## Contractor’s Required Endorsements. Contractor covenants and agrees that all of its, and its Subcontractors’, general commercial liability, automobile, umbrella and, when applicable, professional liability/errors & omissions insurance policies, will: (i) include each member of Projeo Group as additional insureds, as their interests may appear; (ii) provide that the inclusion of additional insureds will not in any way affect the rights of any insureds as respects any Claim made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured, such that the policy will protect each insured in the same manner as though a separate policy had been issued to each, subject to the amount of coverage provided by such policy; and (iii) be primary with respect to any liability assumed under this Agreement. Additionally, Contractor covenants and agrees that all of its, and its Subcontractors’, general commercial liability, automobile, umbrella, workers’ compensation and, when applicable, professional liability/errors & omissions insurance policies, will waive any right of subrogation against any member of Projeo Group.

## Projeo’s Required Endorsements. Projeo covenants and agrees that all of its general commercial liability, automobile, professional liability, and umbrella insurance policies will: (i) include each member of Contractor Group as additional insureds, as their interests may attach; (ii) provide that the inclusion of additional insureds will not in any way affect the rights of any insureds as respects any Claim made, brought or recovered, by or in favor of any other insured, or by or in favor of any employee of such other insured, such that the policy will protect each insured in the same manner as though a separate policy had been issued to each, subject to the amount of coverage provided by such policy; and (iii) be primary with respect to any liability assumed under this Agreement. Additionally, Projeo convents and agrees that all of its general commercial liability, automobile, professional liability, and umbrella insurance policies will waive any right of subrogation against any member of Contractor Group.

# Reporting Injuries and Environmental Incidents. In the event of: (a) an accident and/or occurrence resulting in bodily injury or death, (b) a spill or release of pollutants, (c) loss of or damage to property, or (d) any other emergency, arising out of or during the course of the performance of services hereunder by Contractor or any Subcontractor, Contractor will notify Projeo as soon as practicable and, when requested, will furnish Projeo with a copy of non-privileged reports made by Contractor or Subcontractors to Contractor’s or Subcontractors’ insurers, governmental authorities, or to others of such accidents or occurrences.

# Compliance with Law. Contractor will comply, and Contractor will require that all Subcontractors comply, with all applicable laws, rules, regulations and orders (“**Laws**”), which are now or may hereafter become applicable to the Parties’ or any Subcontractors’ performance hereunder, including Laws applying to equipment, operations or personnel. Contractor shall be responsible for making all reports and notifications required by law to appropriate government agencies regarding the identity, composition and amount of hazardous chemicals, substances and/or materials, if any, used or brought by Contractor or any Subcontractor to the worksite. Contractor shall obtain, and will require its Subcontractors to obtain, without any charge back to Projeo, any permit or license required by any Laws relating to the performance of services or the provision of any goods hereunder. If any of the terms hereof are in conflict with any applicable rule, regulation, order or law of any state or federal regulatory body, the terms of this Agreement so in conflict will not apply and the applicable state or federal rule, regulation, order or law will prevail.

# Taxes. Contractor shall and will require each Subcontractor to pay all taxes and fees levied or assessed on Contractor or Subcontractor in connection with or incident to the performance of this Agreement by any governmental agency and shall pay or withhold for payment any required unemployment compensation insurance, Medicare, social security or any other required payments or withholding upon or of the wages of Contractor’s or any Subcontractors’ employees. Contractor shall reimburse Projeo on demand for all of such taxes or fees that Projeo may be required to pay on account of employees of Contractor or its Subcontractors. Contractor shall furnish Projeo with the information required to enable Projeo to make such necessary reports and to pay such taxes or governmental charges. At its election, Projeo is authorized to deduct all sums so paid by Projeo for such taxes and governmental charges from such amounts as may be or become due to Contractor hereunder.

# Payment of Third Parties. In connection with the services performed by Contractor for Projeo, Contractor will pay all Claims for labor, services and materials and will not permit any liens, charges, or similar encumbrances of any kind to be affixed against the property of Projeo or the lease or property of others arising out of Claims of any Person who or which furnishes labor, services or materials to Contractor, and upon the completion of the services, Contractor will, if requested, furnish Projeo with satisfactory evidence of the payment of all such Claims. Contractor shall indemnify Projeo from and against all such Claims or liens, and further agrees that any sums due to Contractor by Projeo may be withheld and applied toward this charge in payment of any such Claims or liens.

# Force Majeure. An event of Force Majeure is any event not within a Party’s reasonable control and not contributed to by the negligence or willful misconduct of a Party or any of its Representatives, including acts of God, unusually severe weather, flood, fire, epidemic, pandemic, terrorism, riot, war, labor disputes, or actions or failures to act by any government agency (except to the extent that such actions or failures to act by any government agency were sought by the Party whose performance is affected thereby or are due to the failure of such Party to pursue with reasonable diligence any approval required by such government agency), that prevents a Party from performing its obligations hereunder. A Party will not be in breach of this Agreement if its performance of obligations hereunder, other than an obligation to make payment, is prevented or unreasonably hindered by an event of Force Majeure, but such party shall undertake commercially reasonable efforts to mitigate the effects of such event of Force Majeure. Notwithstanding the foregoing, neither Party will have any obligation to settle any labor dispute that constitutes an event of Force Majeure hereunder. The Party affected by any Force Majeure event or occurrence shall give the other Party written notice of said event or occurrence within ten (10) days of such event or occurrence. Either party may terminate any Work Authorization if performance in connection with such Work Authorization is delayed by 60 consecutive days or 90 days in the aggregate by the same event of Force Majeure by providing a Termination Notice as set forth in Article 1(c), and neither party will have any further obligation to the other in connection with such Work Authorization except to the extent that such obligations accrued prior to any such event of Force Majeure. Contractor will deliver title and/or control of all material and work in progress to Projeo, to the extent that Projeo has paid for such material and work in progress, pursuant to any such terminated Work Authorization.

# Patents, Copyright and Intellectual Property.

## Ownership of Intellectual Property. Any property or subject that (i) is potentially patentable, is embodied in a patent application, or that is patented; (ii) is potentially copyrightable, is embodied in a copyright registration application, or constitutes a copyright, whether registered or not; (iii) is potentially useable as a trademark or service mark, is embodied in a trademark or service mark application, or constitutes a trademark or service mark, whether registered or not; (iv) constitutes or potentially constitutes a trade secret, or (v) constitutes or potentially constitutes a protectable intellectual property right under any state, federal, or foreign jurisdiction (collectively, the “**Intellectual Property**”) of a Party, existing prior to the date of this Agreement will, absent a written agreement between the Parties to the contrary, remain the sole property of such Party. Any Intellectual Property developed by either Party during the term of this Agreement (“**Foreground IP**”) shall vest in Projeo. Contractor hereby assigns to Projeo the entire right, title and interest throughout the world in and to all Foreground IP developed by Contractor during the term of this Agreement. Contractor, for itself, its Subcontractor and for their employees, agrees to execute all documents necessary to effectuate, protect, or exploit Projeo’s Foreground IP rights.

## Contractor’s Infringement Indemnity Obligation. Contractor shall defend, indemnify and hold harmless Projeo from and against all Claims for any patent, copyright or trademark infringement or trade secret misappropriation resulting from Contractor’s performance of services under this Agreement in cases in which the Intellectual Property giving rise to such Claims was not specifically provided to Contractor by Projeo in connection with those services.

# Reserved.

# Miscellaneous.

## Successors and Assigns. This Agreement will be binding upon the Parties hereto and, as applicable, their respective heirs, successors or assigns.

## Assignment. Contractor may not assign this Agreement or any part of it, nor subcontract any services to be performed hereunder without prior written approval from Projeo and Contractor will remain obligated hereunder notwithstanding any such assignment or subcontracting.

## Notice. Any notices given by one Party to the other in connection with or relating to this Agreement or the performance of any obligation or the exercise of any right hereunder will be deemed to have been received by the Party to which it is sent on the day it is delivered (or the next business day if it is delivered on a weekend or holiday) if it is sent via overnight courier, certified mail (return receipt requested), or email to the Party representative designated below at the address, or email address for such representative, as the same may be changed by either Party from time to time by written notice to the other Party:

CONTRACTOR:

PROJEO:

Projeo Corporation

Attention General Counsel

1700 South Mount Prospect Road

Des Plaines, Illinois 60018

Email: legalnotices@projeo.com

## Governing Law and Jurisdiction. The Parties intend that this Agreement be construed and enforced in accordance with Illinois law without, so far as may be allowed by law, consideration of any jurisdiction’s choice of law principles. The Parties submit irrevocably to the jurisdiction of the state and federal courts situate in the Northern District of Illinois and will not assert any defense, including any claim of *forum non conveniens,* to avoid such jurisdiction.

## Non-Waiver of Rights.  The failure of either Party to demand strict performance of the terms of or to exercise any right conferred by this Agreement is not intended by the Parties to be construed as a waiver or relinquishment of its right to assert or rely upon any term or right in the future, or as a consent to any continuing or subsequent failure or breach.

## Publicity Releases. No news releases, advertising or promotional releases of any kind relating to this Agreement, a Work Authorization or the Work may be issued by Contractor without the prior written approval of Projeo.

## Subsidiaries and Affiliates. If Contractor’s Affiliates provide services to Projeo and such Affiliate is not a party to an Agreement with Projeo, then Contractor shall be responsible for the obligations and responsibilities of such Affiliate as if such Affiliate were a party to this Agreement.

## EEO Compliance and Vendor Documents. Projeo requires that entities providing services to Projeo indicate their acceptance and compliance to the U.S. Government’s Presidential Executive Order No. 11246 requirement by promptly signing the EEO/AA Certificate of Compliance and returning to Projeo at accounting@projeo.com such form and the electronic funds transfer (EFT) form, W-9 and certificate of insurance which Projeo will request from Projeo upon execution of this Agreement.

## Debarment, Suspension, and Responsibility Matters. Contractor hereby certifies that it and its principals:

## (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

## (ii) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

## (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(i) of this Section 18; and

## (iv) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

## Contractor shall attach an explanation to this Agreement in the event it is unable to certify any of the above statements. Contractor shall flow-down this provision to all Subcontractors at all tiers.

## Remedies. All remedies of Projeo under this Agreement are cumulative, are not exclusive and are in addition to any rights and remedies Projeo may have at law, in equity or otherwise.

## Severability.  If any provision or any part or portion of any provision of this Agreement becomes or is declared to be unlawful, invalid, void, or otherwise unenforceable, the rights and obligations of the Parties will be reduced only as much as is required to remove the unenforceability and the balance of this Agreement will remain in effect.

## References. References made in this Agreement, including use of a pronoun, are intended to include where applicable, masculine, feminine, singular or plural, individuals or entities. As used in this Agreement, “person” means any natural person, corporation, partnership, trust, limited liability Projeo, court, agency, government, board, commission, estate or other entity or authority. The term “including” or “includes” means “including, without limitation.”

## Headings.  Article and Section headings are inserted for convenience and are not intended to have any effect on the interpretation or construction of this Agreement.

## Counterparts and Copies. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement. Electronic and hard copies of this Agreement will be as valid for all purposes as original versions.

## Survival. Notwithstanding any provisions herein to the contrary, upon the expiration or termination of this Agreement for any reason whatsoever, the provisions of Articles 3, 4, 6, 7, 9, 11, 13, and 15 will survive such termination and be binding until any actions, obligations and/or rights therein provided have been satisfied or released.

## Entirety and Amendment. This Agreement supersedes and replaces all prior or contemporaneous agreements between the Parties regarding its subject matter, whether oral, written, or formed by a course of dealing. No amendment to this Agreement will be valid unless it is in writing and signed by each Party.

## Acknowledgment of Understanding of Agreement. IN SIGNING THIS AGREEMENT, BOTH PARTIES EXPRESSLY ACKNOWLEDGE THAT THEY ARE AWARE OF THEIR RIGHT TO OBTAIN LEGAL COUNSEL TO REVIEW THIS AGREEMENT. FURTHERMORE, EACH PARTY EXPRESSLY ACKNOWLEDGES THAT ITS REPRESENTATIVE WHO IS AUTHORIZED TO SIGN THIS AGREEMENT HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS CONTAINED IN THIS AGREEMENT, INCLUDING THE INDEMNITY PROVISIONS, AND ALL EXHIBITS HERETO, WHICH EXHIBITS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

*[Signed on next page]*

IN WITNESS WHEREOF, the Parties have, as the case may be, executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Contractor

By:

Print Name:

Title:

**Projeo Corporation**

By:

Print Name:

Title:

*[Signature Page to Master Service Agreement]*

**Exhibit A**

**to**

**Master Service Agreement between Projeo Corporation and \_\_\_\_\_\_\_\_\_\_\_\_\_**

WORK AUTHORIZATION NO.\_\_\_\_

TO MASTER SERVICES AGREEMENT

BETWEEN PROJEO CORPORATION (“Projeo”)

anD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“contractor”),

dated \_\_\_\_\_\_\_\_\_\_\_\_, 202\_ (“AGREEMENT”)

This Work Authorization is issued pursuant to the above referenced Agreement between Projeo and Contractor. Any term used and not otherwise defined herein has the meaning specified for such term in the Agreement. This Work Authorization is hereby incorporated and made part of the Agreement and describes the services, deliverables and/or other tasks to be accomplished, the milestone or implementation schedule, the charges and/or rates applicable to this Work Authorization and any other mutually agreeable information.

The Work performed under this Work Authorization is in support of Projeo Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ sponsored by \_\_\_\_\_\_\_\_\_\_\_\_ (“**Sponsor**”).

1. SCOPE OF WORK:

2. PERIOD OF PERFORMANCE:

(a) Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(b) Work Completion Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Period of Performance for this Work Authorization will begin on the Effective Date and continue until the Work Completion Date as set forth herein or terminated in accordance with the termination section of the Agreement, whichever is first to occur.

3. RATES AND CHARGES:

4. TOTAL COST. The cost of the Work performed under this Work Authorization will not exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ US (the “Cost Limitation”). Projeo is not obligated to pay Contractor for an aggregate amount of costs incurred in excess of the Cost Limitation.

5. DELIVERABLES:

6. GENERAL PROVISIONS OF THIS WORK AUTHORIZATION:

6.1 Contractor shall comply with Sponsor’s flowdown provisions attached hereto as Appendix 1 and incorporated herein by reference.

7. Contractor’s REPRESENTATIVE:

8. Projeo’s PROJECT MANAGER:

9. ORDER OF PRECEDENCE:

9.1 In the event of an inconsistency between the provisions of this Work Authorization, the Agreement and the Scope of Work, the inconsistency shall be resolved by giving precedence in the following order:

### Sponsor's flowdown provisions attached hereto as Appendix 1

### The remainder of this Work Authorization

### The Agreement

### The Scope of Work

The Parties hereto have caused this Work Authorization to be executed by their duly authorized representatives as of the last date and year written below. If the Parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one document. Each Party may deliver its signature electronic transmission.

[Contractor]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROJEO CORPORATION

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit B**

**to**

**Master Service Agreement between Projeo Corporation and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MINIMUM INSURANCE REQUIREMENTS**

In order to verify that all insurance coverage required by the Agreement is in place, Projeo’s procedures require that Contractor deliver a Certificate of Insurance from Contractor’s insurance agent or companies and from any Subcontractors’ insurance agents or companies within ten days of the Effective Date, but in any event prior to Contractor or any Subcontractor commencing services under the Agreement, unless Projeo waives this requirement in writing. If any of the insurance coverage listed below is not applicable to the type of service being performed by a Subcontractor, then such Subcontractor will not be required to carry the non-applicable coverage. The following coverage and endorsement requirements apply to Projeo and applicable Subcontractors:

Certificates of insurance and endorsement forms CG 20 10 or policy provisions providing for blanket Additional Insured coverage where required by written contract for all coverage, unless otherwise noted, must be delivered to Projeo showing that, with respect to liability arising in connection with the Agreement:

* **Projeo Corporation** and each member of **Projeo Group** are Additional Insureds as their interests may attach\*
* A blanket waiver of subrogation is in place in favor of **Projeo Corporation** and each member of **Projeo Group**
* Coverage is Primary over any insurance coverage maintained by **Projeo Corporation** and each member of **Projeo Group\***
* 30-day Notice of Cancellation or Material Change

*\** Not applicable to workers compensation coverage.

1. **Workers’ Compensation and Employer’s Liability**

Coverage A Statutory for states of operations.

Coverage B – Employer’s Liability $1,000,000 Bodily Injury

Bodily Injury by Disease $1,000,000

Bodily Injury by Disease $1,000,000 Aggregate

1. **Comprehensive General Liability Coverage**

$1,000,000 each Occurrence / $2,000,000 Aggregate

* + Premises / Operations
  + Products and Completed Operations
  + Blanket Contractual Liability
  + Blowout & Cratering
  + Explosion, Collapse, & Underground
  + Sudden & Accidental Pollution

1. **Automobile Liability**

$1,000,000 Combined Single Limit

* Any Auto – Symbol 1, or
* All Owned, Non-Owned and Hired

1. **Professional Liability / Errors & Omissions**\*

$1,000,000 each Occurrence / $1,000,000 Aggregate

*\*Applicable only for engineering, service, project management or other professional services*

Contractor’s obligation to obtain such insurance coverage is separate and distinct from the other obligations assumed by Contractor in the Agreement.  The limits of insurance required in this Exhibit B will in no way be deemed to limit any liabilities or obligations assumed by Contractor hereunder or under applicable law, except as provided by statute.

**SHould Contractor fail to provide the coverage and the amounts required by the Agreement, Contractor shall be deemed to be self-insured to the entire extent of any deviation from the stated coverage and amounts thereof, and shall fully indemnify and defend Projeo Group and hold them harmless, including attorneys’ fees, costs of defense and interest, from any and all claims which otherwise would have been insured by Projeo’s insurer had the terms of the insurance section of this Agreement been complied with.**

**Exhibit C**

**To**

**Master Service Agreement between Projeo Corporation and** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BILLING INSTRUCTIONS

A. Required IRS Form W-9 (Taxpayer Identification Number Request) and an Electronic Fund Transfer Form.

As Projeo Corporation ("PROJEO") is required to have an IRS Form W-9 on file for all vendors to which payments are made, each contractor must submit a completed W-9 form along with an Electronic Fund Transfer Form by email to accounting@projeo.com prior to PROJEO paying any invoices under this Agreement.

B. Billing Instructions.

These instructions are provided for use by contractor in the preparation and submission of invoices requesting reimbursement for Work performed on negotiated cost reimbursement type contracts. The Agreement specifies that each invoice shall be supported by an itemized statement of costs incurred by contractor in the performance of Work during the period covered by the invoice.

Contractor shall submit an original invoice and supporting data, including but not limited to, a detailed written explanation of the actual services performed, the time devoted to such services, and the associated expenses with copies of all vendor receipts associated with travel, materials, and other supplies.

Each invoice must be certified as accurate and correct by the responsible financial officer of Contactor. In addition, invoices for "cofunding" contracts shall include a certification by a responsible financial officer that Contractor has expended its share of the costs under the Agreement.

## All invoices must be sent electronically to [accounting@projeo.com](mailto:accounting@projeo.com), with Reference: Agreement No. SUB\_\_\_\_ and Work Authorization No. XX.

as set forth in the Agreement.

**Exhibit D**

**To**

**Master Service Agreement between Projeo Corporation and**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCOPE-SPECIFIC TERMS: PROFESSIONAL SERVICES**

These terms (the “**Scope-Specific Terms**”) shall apply to the performance of Work, which may include, but are not limited to the following: engineering, architecture, surveying, consulting, permitting, environmental testing, advising and other types of Professional Services (the “**Professional Services**”). To the extent that these Scope-Specific Terms do not replace, modify, or add to the terms of the Master Services Agreement between the Parties (“**Agreement**”), the terms of the Agreement shall apply.

For avoidance of doubt, these Scope-Specific Terms shall not apply to any Work, as defined in the Agreement, performed primarily on Projeo’s and/or Sponsor’s Work Site or to any Work performed by Contractor for Projeo **other than** Professional Services.

The following terms shall be modified in the Agreement for any Work Authorization requiring Professional Services: The following text will replace Article 6 in its entirety:

**Article 6 – Indemnity and Hold Harmless**

**6.1 Contractor will protect, defend, indemnify, release and hold harmless Projeo Group from and against any Claims, whether sounding in tort, contract or by statute, arising out of or in any manner relating to the performance of the Professional Services by Contractor or by any member of Contractor GROUP (hereafter, “professional’s performance”);**

**6.2 Moreover, Contractor will protect, defend, indemnify and hold harmless Projeo and Projeo group from and against any and all Claims, whether sounding in tort, contract or by statute, arising out of any physical or mental injury, illness and/or death of any member of Contractor Group (without regard to the causes or causes of such physical or mental injury, illness and/or death) or arising out of or in any manner relating to any errors, omissions or negligence by Contractor Group.  In no event shall Contractor admit any liability or fault on the part of Projeo.**

**.3 Contractor agrees that its indemnity obligations herein will be supported by insurance with at least the minimum amounts provided in Article 7, which insurance will be primary to any other insurance provided by or available to Projeo or its Affiliates and shall provide waivers of subrogation as set forth in Article 7 To the extent that applicable law prohibits the monetary limits of insurance required or the indemnities voluntarily assumed hereunder, the requirements will automatically be revised to conform, to the maximum extent permitted, with applicable law.**