

EXHIBIT - A
Tier Subcontract Terms and Conditions

1. Definitions; The Issuer is referred to herein as "Subcontractor." The person or entity whose name appears on the front of this page, and the party to whom this subcontract is addressed, hereinafter called the "Sub-Subcontractor," shall, when accepted by the Sub-Subcontractor, become the exclusive contract between parties, and all prior representations or Agreements, whether written or oral, not incorporated herein, are superseded by this Agreement. Notwithstanding the foregoing, if this order/sub-subcontract is not formally accepted by Sub-Subcontractor by execution thereof but Sub-Subcontractor commences performance of the Sub-subcontractors work or the terms thereof, the Sub-Subcontractor shall be deemed to be bound by the terms hereof.

2. Governing Terms; All work performed or all material furnished by Sub-Subcontractor shall be in strict accordance with all applicable plans, general conditions, specifications, and addenda as incorporated herein and Sub-Subcontractor is bound by all provisions of these documents, and all other documents to which the Subcontractor as named herein is bound, and to the same extent. Where there is specific work as set forth in the plans, specifications and addenda thereof, which is not described in this order, Sub-Subcontractor shall perform all work normally construed to come within the scope of that work, at no additional cost to Subcontractor, and in accordance with all applicable codes, ordinances, laws, existing project standards and/or best practices.

3. Indemnification; Sub-Subcontractor agrees to indemnify and save harmless the Subcontractor, Client and/or Owner or other parties, from any loss, claims, expense, damage, or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following; a) The furnishing and paying for all necessary permits, licenses, and inspection fees as called for in the plans, specifications, and addenda as being the responsibility of the Sub-Subcontractor, b) The payment of all royalty and license fees and defense of all suits or claims for infringement of any patent rights pertaining to work furnished by Sub-Subcontractor. c) The payment of any losses or damages arising out of or in connection with ~~from~~ any defects in materials or workmanship.

4. Indemnification for Claims, Damages or Injuries; To the fullest extent permitted by law, the Sub-Subcontractor hereby assumes entire responsibility and liability for any and all damages and injury of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property, growing out of, or resulting from the labor or material or both used in and/or provided or supplied in performance of this subcontract or occurring in connection therewith, and agrees to indemnify and save harmless the Subcontractor and its officers, directors, employees, agents, divisions, affiliates, subsidiaries, successors and/or the Owner and/or any other indemnitee, as required of the Subcontractor, and against any and all loss claims, costs, demands, causes of action, liabilities, expense, including legal fees and disbursements, damage or injury growing out of, or resulting therefrom, or occurring in connection therewith. In claims against Subcontractor, Client and/or Owner or other parties by an employee of Sub-Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, Sub-Subcontract's obligation will not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Sub-Subcontractor under workers' compensation acts including what is known as the Kotecki limitation, disability benefits acts or other employee benefits acts.

5. Insurance; Before commencing any work or delivering any materials, the Sub-Subcontractor shall furnish a Certificate of Insurance to the Subcontractor in compliance with the insurance coverage's required in this article or by any of the terms herein which, certificate of insurance shall be received by Subcontractor prior to and as a condition to Sub-Subcontractor performing any work or furnish any material herein. The certificate of insurance shall state that the insurance coverage's shall not be cancelled or materially changed without 30 days prior written notice to the Subcontractor. In the event any plans, specifications, addenda or any other contract documents to which Subcontractor is a party pertaining to the work to be performed or material to be furnished by the Sub-Subcontractor require higher or different limits or insurance coverages, then this Agreement shall be deemed to require the Sub-Subcontractor to obtain insurance with such higher or different coverages and, if requested by Subcontractor, Sub-Subcontractor shall add Subcontractor or any designee of Subcontractor, as additional insured on Sub-Subcontractor's policies, not previously so added, during the term of the work being furnished herein excluding coverage involving workmen's compensation, or for

such longer time as Subcontractor shall specify. The additional insured endorsement shall state that the coverage provided to the additional insured is primary and non-contributory with respect to any other insurance available to the additional insured. Subcontractor's receipt of Sub-subcontractors certificate of insurance shall not constitute approval of the coverage's required under this agreement.

6. Delays; In the event the Sub-Subcontractor delays the progress of the work or the furnishing of material, or fails in the performance of any of the provisions of this Agreement, or becomes bankrupt or insolvent, the Subcontractor shall have the right to cancel this Subcontract upon seven day written notice mailed or delivered to Sub-Subcontractor at its last known address. In case of such termination, the Sub-Subcontractor shall not be entitled to receive any further payments under this Subcontract until the performance of the Sub-Subcontractor's Work has been completed, at which time, if the unpaid balance due Sub-Subcontractor exceeds the cost of completion, said amount shall be paid to Sub-Subcontractor; but if such cost of completion shall exceed such unpaid balance, then the Sub-Subcontractor shall pay the difference to the Subcontractor. The cost of completion incurred by the Subcontractor shall include all damage and costs incurred through the default of the Sub-Subcontractor including, but not limited to reasonable attorneys fees, if any, incurred by the Subcontractor.

7. Clean-Up; The Sub-Subcontractor shall clean up and remove from the premises all debris caused by the execution of Sub-Subcontractor's Work, or furnishing of material. Upon failure to remove its debris and/or materials, Subcontractor may remove it and charge back the cost thereof to Sub-Subcontractor.

8. Taxes; Sub-Subcontractor shall pay all contributions, taxes or premiums which may be payable under Federal or State Unemployment Insurance law or the Federal Social Security Act and all Sales, Use or other Taxes arising out of the performance of this contract. Sub-Subcontractor agrees to indemnify, defend and hold Subcontractor harmless, including reasonable attorney fees and Subcontractor's other out of pocket costs, from any cost to Subcontractor arising out of the aforesaid taxes or any other taxes that are Sub-Subcontractor's responsibility.

9. Guarantee and Warranty; The Sub-Subcontractor guarantees that the labor and material it shall furnish to Subcontractor and that all of the Sub-Subcontractor's Work required per this Agreement shall be free of any defects in materials or workmanship for a period of one year from acceptance of said work by Subcontractor or such longer period as may be required by any contractual obligation of Subcontractor pertaining to the items being furnished under this subcontract whatever period of time is greater, and Sub-Subcontractor agrees to replace any defective material and correct any defect in the work when requested to do so.

10. Assignment and Data Rights; Sub-Subcontractor agrees that it will not assign Sub-Subcontractor's Work or any aspect of this Agreement, or any of the monies due it, or become due hereunder, nor sublet any portion of the work without first obtaining written consent of the Subcontractor. Should Subcontractor consent to Sub-Subcontractor request to issue a Tiered-Subcontract or assign a portion of this scope of work, Sub-Subcontractor agrees to bind all Tiered-Subcontractors to the scope, terms, conditions and obligations of this subcontract and all referenced documents herein. All work performed or all material furnished by Sub-Subcontractor and/or Tiered-Subcontractors shall be in strict accordance with all applicable plans, general conditions, specifications, and addenda as incorporated herein and Tiered-Subcontractor(s) are bound by all provisions of these documents, and all other documents to which the Subcontractor as named herein is bound, and to the same extent. This Agreement's references to Sub-Subcontractor shall also refer to any Tiered-Subcontractor, such that any and all requirements and obligations of Sub-Subcontractor are the same for Tiered-Subcontractors. Sub-Subcontractor, confirms, acknowledges and agrees that the Subcontractor owns any and all data, including all rights in such data associated with or generated by any equipment, systems or products purchased in connection with or associated with this Agreement.

11. Termination; In the event of the termination of the Subcontractor's contract for the work involved, irrespective of reason, this Agreement may also be terminated, upon written notice from the Subcontractor to the Sub-Subcontractor, and the Subcontractor shall only be liable for labor and materials furnished to Subcontractor from Sub-Subcontractor up to the date of receipt of the written notice of termination but only to the extent the Sub-Subcontractor is liable therefore and only to the extent that Subcontractor is paid for said items.

12. Termination For Convenience; Subcontractor, by formal written notice, shall have the right to terminate and cancel the Sub-Subcontract, at its convenience, without Sub-Subcontractor being at fault, and require Sub-Subcontractor to immediately stop work. In such case Sub-Subcontractor may recover from Subcontractor payment for the work Sub-Subcontractors has performed through time of receipt of written notice of termination. Sub-Subcontractor may recover from Subcontractor payment for work performed, and for materials and equipment purchased for onsite installation. Sub-Subcontractor shall not be entitled to recover for any work not performed, and for equipment and materials not purchased or for purchases which it is able to return to its supplier for credit or reimbursement. Further Sub-subcontractor shall not be entitled to or make claim for any loss of profit, business opportunity or any compensatory, actual or consequential damages and costs due to a Termination for Convenience. Sub-Subcontractor, upon receipt of formal written notice of Termination shall reasonably protect and preserve all material, equipment and work so as to prevent any damages to it and from fire or safety hazards. Sub-Subcontractor shall provide to Subcontractor all documents of title, warranties, and manufacturer's instructions to all equipment and materials provided or installed and for the work that it has performed.

Sub-subcontractor shall include this provision in any tier subcontracts, work orders or purchase orders they may enter into or issue for the performance of its work.

13. Termination for Default/Failure to Perform; The failure of the Sub-Subcontractor to perform its work and cure any failure to perform within (5) days of a formal written notice of its failure to perform any portion of its work or its obligations under the sub-subcontract, shall allow Subcontractor at its option, without voiding or terminating the contract the right to take all actions which it deems necessary to cure or remedy the conditions for which it has provided notice, The Sub-Subcontractor shall be liable to and reimburse and indemnify the Subcontractor for all associated costs and expenses arising out of the Sub-subcontractor's failure to perform and/or a default in performing its work, through a deductive change order, or the right to terminate the Sub-Subcontract. Sub-Subcontractor shall not be entitled to any further or future payments until the sub-sub contract work has been fully completed and accepted by the Client and/or Owner. At such time Sub-Subcontractor shall receive from Subcontractor payment for work performed and accepted, however, if Subcontractor's costs are more than or exceed the amounts due or owed to Sub-Subcontractor, Sub-Subcontractor shall immediately reimburse and pay to Subcontractor all costs and expenses of Subcontractor incurred to complete the work, including but not limited to labor, materials, supplies and equipment and consultants' fees. Sub-Subcontractor shall not be entitled to recover for work not performed, equipment and materials not purchased or loss of profit, business opportunity or any compensatory, actual or consequential damages and costs. Sub-Subcontractor shall provide to Subcontractor all documents of title, warranties, and manufacturer's instructions related to its work and its sub-subcontract. Sub-subcontractor shall include this provision in any lower tier subcontracts, work orders or purchase orders that they may enter into or issue for the performance of its work.

14. Tiered Sub-Subcontractor Approval; It is understood and agreed that the Client and/or Owner or other parties of the project for which the items are being furnished herein have the right to approve or disapprove the employment of this Sub-Subcontractor, and in the event that the Client, Owner or other parties do not approve this Sub-Subcontractor, this Agreement shall become null and void. Additionally, the Subcontractor, Client, Owner or other parties have the right to approve or disapprove the employment of any or all Tiered-Subcontractors. In the event that those parties do not approve a Tiered-Subcontractor, Sub-Subcontractor must provide alternative Tiered-Subcontractors.

15. Changes to Work; No additions, deductions or changes shall be made in the work, nor shall there be any charges for premium time except by written order from the Subcontractor, approved where required by, the Client, architect, lender, owners representative or the owner which order shall specify the amount of additional compensation or credit to be applied to the amount of this Agreement.

16. MSDS/SDS; Sub-Subcontractor shall provide the Safety Data Sheets (MSDS/SDS) to Subcontractor for all materials the Sub-Subcontractor will use or install to comply with OSHA's Hazard Communication requirements before any work or deliveries of material to the site begin.

17. Safety Compliance; Sub-Subcontractor will comply with all existing safety and health requirements of local, state and federal regulatory agencies, where applicable. This may include, but not be limited to, Hazard Communication training, and employee safety training.

18. Hazardous Material; If Sub-Subcontractor or any of Sub-Subcontractor's employees' encounter what may be suspected as asbestos or a substance they feel may contain asbestos, or any other hazardous material, they are to stop work and notify Subcontractor immediately. Subcontractor will notify Sub-Subcontractor when to proceed again.

19. Payments; Current payments shall be made by Subcontractor to Sub-Subcontractor within 7 business days after Subcontractor receives payment from Client, Owner or its Contractor, provided the Client, Owner or its Contractor allotted funds for the Sub-Subcontractor in the Subcontractor's payment. Payment shall be made to Sub-Subcontractor in an amount not less than ninety percent (90%), or the applicable percentage of the payment received by Subcontractor, whichever is less, of the value of the work completed by Sub-Subcontractor less the aggregate of previous payments made to Sub-Subcontractor. Subcontractor, before or at the time of making any payment under the terms hereof, shall have the right to demand and receive from Sub-Subcontractor proper releases and/or waivers of lien both partial and final and if a partial it shall be a DATED waiver; it shall be dated no earlier than the current date of submittal together with an affidavit setting forth the names and addresses of ALL persons or entities furnishing labor, material, equipment, supplies or services or other items used or incorporated in and about said premises or stored on the premises thereof or used in the prosecution of the work, and the contract amounts furnished by each such person or entity and the amount that has been paid to each such person or entity therefore. Final payment shall be made to Sub-Subcontractor within 45 days after final completion and acceptance of Subcontractor's work and final payment to the Sub-Subcontractor is conditioned on and shall be made solely from funds received by Subcontractor from the Client, Owner or its Contractor and payment shall be made upon Sub-Subcontractor furnishing Subcontractor with final waivers and/or releases of lien in full together with an affidavit setting forth the names and addresses of all persons furnishing labor, material, equipment, supplies or services or other items used or incorporated in and about said work or stored on the site thereof or used in the prosecution of the work and the contract amounts furnished by each such person and that all such amounts due such persons have been fully paid. Sub-Subcontractor shall further furnish partial and final waivers of lien executed by each person listed on any affidavit furnished for the amount shown thereon or may be requested by Subcontractor and where required by Subcontractor's contract, such other documents, written guarantees as the Client, Owner or Subcontractor's Contractor may require.

20. Payment Conditions; Notwithstanding anything to the contrary herein Subcontractor may reject or return a Sub-Subcontractor payment application or nullify a previously approved Sub-Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect the Subcontractor from loss or damage based upon: (a) the Sub-Subcontractor's repeated failure to perform the Sub-Subcontract Work as required by the Agreement; (b) loss or damage arising out of or relating to the Agreement and caused by the Sub-Subcontractor to the Client, Owner, Subcontractor's Contractor or others to whom the Sub-Subcontractor may be liable; (c) the Sub-Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Sub-Subcontractor's Work; (d) rejected, nonconforming or defective Sub-Subcontractor's Work which has not been corrected in a timely fashion; (e) reasonable evidence of delay in performance of the Sub-Subcontractor's Work such that the work will not be completed as required by the project schedule or as determined by Subcontractor, and that the unpaid balance of the Agreement is not sufficient to offset the liquidated damages or actual damages that may be sustained by the Subcontractor as a result of the anticipated delay caused by the Sub-Subcontractor; (f) reasonable evidence demonstrating that the unpaid balance of the Sub-Subcontract is insufficient to cover the cost to complete the Sub-Subcontractor's Work; (g) third party claims involving the Sub-Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Sub-Subcontractor furnishes the Subcontractor with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims and all reasonable legal expenses or other charges Subcontractor may sustain if, such claims or any of them are asserted. The Subcontractor shall give notice to the Sub-Subcontractor, at the time of disapproving of or nullifying an application for payment, of the specific reasons therefore. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for amounts previously withheld.

21. Payments, Rights and Remedies; Should Subcontractor make payments to Sub-Subcontractor at variance with the terms and provisions of this Agreement, Subcontractor's rights and remedies under this Agreement, and under any bond given to Subcontractor in pursuance of the requirements of this Agreement, shall in no way be prejudiced or impaired.

22. Incorporation of Documents into this Agreement; This Agreement incorporates by reference all terms and conditions of the Subcontractor's agreement with the Client, Owner or its Contractor, as the case might be, with respect to the

material to be furnished or the work to be done by the Sub-Subcontractor.

23. State of Legal Interpretation; This Agreement shall be governed in all respects by the laws of the State of Illinois. Any provisions hereof found to be invalid under Illinois law shall be invalid only with respect to the offending provisions.

24. Labor; The Sub-Subcontractor agrees: (a) in the preparation of the materials and the performance of its work it will employ only such tradesmen as will work in harmony with the other tradesmen employed by Subcontractor or other tradesmen and will, at the request of Subcontractor, forthwith discharge and remove from the premises any person designated by Subcontractor. The right of Subcontractor to request such discharge of Sub-Subcontractor's employees shall not be construed to constitute Subcontractor as an employer of any person employed by Sub-Subcontractor, (b) to employ only appropriate union labor unless specific permission to the contrary is given by Subcontractor or unless this provision is contrary to the laws applicable where the work is being performed. Sub-Subcontractor will pay said labor in accordance with the schedule wages as fixed from time to time by the respective unions governing the class of labor employed. Sub-Subcontractor agrees that any change to said schedule of wages during this life of this Agreement shall inure to the benefit of or be borne by the Sub-Subcontractor. (c) From time to time, Sub-Subcontractor may be requested to provide proof that the Sub-Subcontractor is current with all benefit contributions to the union or unions the Sub-Subcontractor is affiliated with, (d) to adhere strictly to all regulations in connection with the employment of labor as required by the Project including any and all subsequent amendments and modifications thereof which are a part of or made a part of the Project, including but not limited to, Subcontractor's contract with the Client, Contractor, Owner or other entity. Sub-Subcontractor agrees to indemnify and hold Subcontractor harmless, including attorney fees and costs, from any penalty or damages imposed or assessed against Subcontractor due to any infraction or violations of these requirements by Sub-Subcontractor.

25. Bonding; Without invalidating this Agreement, Subcontractor, its Client, Contractor and/or Owner may at any time, by written order, and without notice to Sub-Subcontractor or the Sureties on Sub-Subcontractor's bond, make changes in the drawings and/or specifications of the General contract and Subcontractor may, by reason of such changes or otherwise add to or reduce the work to be performed hereunder without invalidating this Agreement or Sub-Subcontractor's bond. Subcontractor shall furnish Sub-Subcontractor written notice of any such addition or reduction in the work to be performed hereunder. If any such changes cause an increase or decrease in the Sub-Subcontractor's cost of labor or materials, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly, provided, however, that no such, adjustment shall be binding on Subcontractor unless accepted by Client, Owner or its Contractor and only to the extent of adjustment given to Subcontractor by said Client, Owner or its Contractor. Any claim by the Sub-Subcontractor for such adjustment must be asserted in writing within 3 days from its receipt of notification of such change or such lesser or greater time as permitted under Subcontractor's contract, unless the period of time for such notification is extended in writing by the Subcontractor. Except as otherwise provided herein, no charge for any extra work or material shall be allowed. No charges by Sub-Subcontractor for extras arising from omission, discrepancy, or inadequacy in the plans, specifications or drawings shall be binding upon Subcontractor unless accepted by Client, Owner and/or its Contractor. All documentation or supporting data required by Subcontractor, Client, Owner or its Contractor to substantiate any claim made by Sub-Subcontractor shall be promptly furnished by Sub-Subcontractor.

26. Indemnification for Patent Rights; Sub-Subcontractor covenants and agrees to defend, indemnify and save the Subcontractor harmless from any and all manner of claims or suits for infringement of patents or violation of patent rights provided, however, that Subcontractor shall have the right to control the defense of any such claim or suit without waiving its right to indemnification under this paragraph.

27. Damages; It is expressly understood and agreed that time is and shall be considered the essence of this Agreement and that Sub-Subcontractor is apprised of the fact that Subcontractor may be obligated to pay liquidated damages for each day the work is not completed beyond the time allotted in the contract between Subcontractor with Client, Owner and/or Subcontractor's Contractor. Sub-Subcontractor agrees to pay to Subcontractor as liquidated damages, and not as penalty, the amount daily that Subcontractor is obligated to pay each and every calendar day that Sub-Subcontractor, Tiered-Subcontractors, material men or other providers delay the delivery of materials and/or progress of the work and authorize Subcontractor to deduct such amount from the amount due Sub-Subcontractor herein.

28. Contract Price; Sub-Subcontractor acknowledges that the Agreement price as herein stated is a firm price and not

subject to changes due to increases in materials, wages, taxes, insurance, or other charges Sub-Subcontractor may incur in performing the work herein described.

29. Compliance with Laws; Sub-Subcontractor shall comply with all state, local and federal laws, all applicable codes, ordinances, requirements, rules, and regulations, including, but not limited to those Governing Equal Employment Opportunity, Non-Discrimination, Affirmative Action and Federal Contract compliance as same applies to the work herein or the location of the job herein.

30. Rights and Remedies; All rights and remedies given the Subcontractor per the terms herein are cumulative, not mutually exclusive, regardless of where those rights or remedies are set forth within this Agreement. This Agreement shall be liberally construed to provide the Subcontractor with the broadest possible rights and remedies permissible by law.

31. Mechanic's Lien; Sub-Subcontractor agrees to indemnify and hold Subcontractor harmless from any and all Mechanic's Liens, claims asserted, filed or claimed, arising out of work and material furnished by, through and because of Sub-Subcontractor. This indemnification shall include reasonable attorney's fees and court costs. Further, Subcontractor shall have the right to withhold any or all payments due Sub-Subcontractor until said claims are resolved or to offset said claims and any attorney's fees, court costs or other costs Subcontractor may incur against monies due Sub-Subcontractor from Subcontractor. In the event Subcontractor is notified of lien from Sub-Subcontractor or Material Supplier, Subcontractor has the right to require Sub-Subcontractor to Bond of the Lien in the amount no less than One Hundred Fifty percent (150%) of the claim. Should Sub-Subcontractor not be justified in refusing to pay the sum sufficient to discharge the lien, Subcontractor reserves the right to make payment sufficient to discharge the lien after Three (3) days written notice. Subcontractor will charge the Sub-Subcontractor an amount sufficient to cover all monies paid.

32. Payment and Performance Bond; Where required by this Agreement or by Client, or when requested by Subcontractor or by Client and at any time after the date hereof, Sub-Subcontractor shall furnish a payment and performance bond. The Bond Company, terms and content shall be acceptable to Subcontractor. The cost thereof shall be borne by Sub-Subcontractor. If said bond is not required by the Client or by this Agreement at the time of execution of the Agreement, then the reasonable cost, as approved by the Subcontractor, shall be added to the Agreement price herein.

33. Safety; Each Sub-Subcontractor of any tier shall designate an on-site safety representative who is charged with the responsibility of on-site safety management. Sub-Subcontractor and each Tiered-Subcontractor(s) shall establish and submit a written Site- Specific Safety and Health Plan that includes the Sub-Subcontractor's work as required in the Agreement, Safety Record keeping documentation, weekly safety meeting reports (toolbox talks), project inspection reports, specific job hazard worker training, equipment inspection reports, mobile crane checklist/inspection/annual crane certification, completed Job hazard analysis, incident and near miss investigation reports (written report required within 24 hours of incident), and any additional programs, reports and documents per project specific requirements. Drug and alcohol testing shall be required of employees involved in any safety incident or near miss, including when the employee: i) sustained a work-related injury; ii) caused another employee to be injured in a work-related incident; iii) caused or was involved in a work-related incident resulting in, or which has the potential to result in, property damage; or iv) authorized representatives have reasonable suspicion. Each Tiered-Subcontractor has the responsibility to implement and manage an effective safety and risk management program in accordance with minimum requirements of Subcontractor's safety requirements, the project safety requirements and all applicable laws and standards.

34. Severability; Any provisions herein found to be invalid shall be invalid only with respect to the offending provisions.

35. Schedule of Values; To the extent not provided herein, Sub-Subcontractor shall furnish, if requested by Subcontractor, a schedule of values, which shall include labor and material broken out with each or any payment request.

36. OSHA 30 HOUR Certification; Sub-Subcontractor shall furnish, if requested by Subcontractor, OSHA 30 Hour Certification for any employee of Sub-Subcontractor or Tiered-Subcontractor(s).

37. Unmanned Aircraft; Unmanned Aircraft shall not be used on the project without the proper authorization from the federal, state, local, and contractual approval by subcontractor.

38. Confidentiality; Sub-subcontractor shall retain in the strictest confidence all information furnished by Subcontractor, Contractor and Owner, as well as the results of any reports or studies conducted as a result of this Agreement, along with all supporting work papers and any other substantiating documents. Contractor shall not disclose such information to others without the prior written consent of Subcontractor. Sub-subcontractor shall not use information provided by Subcontractor, Contractor and Owner or obtained in the performance of Sub-subcontractor's obligations under this Agreement for any purpose other than the fulfillment of the terms and conditions of the Agreement. Sub-subcontractor agrees that Subcontractor will suffer irreparable harm if Sub-subcontractor breaches any of its covenants pursuant to this Section and that monetary damages alone would be inadequate to compensate Subcontractor for such breach. Accordingly, Sub-subcontractor agrees that, if Sub-subcontractor breaches or threatens to breach any provision of this Section, Subcontractor, in addition to and not in limitation of, any other rights, remedies or damages available at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by Sub-subcontractor or Sub-subcontractor's officers, directors, employees, agents, representatives and any and all persons directly or indirectly acting for, on behalf of, or with Sub-subcontractor.

39. Breach of Agreement Notice; Sub-subcontractor shall immediately provide notification to subcontractor of any and all breaches of any of the provisions of this agreement.

40. Article Headings; Article headings are for reference only.