

Work Order:

WORK ORDER TERMS AND CONDITIONS

The General Terms and Conditions set forth in this Work Order shall constitute the terms and conditions under which DAVACO, L.P. and on behalf themselves, their parent, subsidiaries and affiliated companies (collectively, referred to herein as "DAVACO") employs the services offered by (Vendor). Vendor acknowledges and agrees that the terms and conditions set forth herein are the only terms under which DAVACO employs the services of Vendor and any changes to the terms and conditions herein are expressly disregarded. Any commercial terms included in Vendor's proposal offer to DAVACO for the purpose of adding to or supplementing these Work Order terms are hereby waived by the parties. The commencement by Vendor of services hereunder shall be deemed acceptance of this Work Order.

Notice:

All invoices must be received by DAVACO within seven (7) business days after completion of performance of Vendor's services. Invoices shall be sent to fmaccounting@davaco.com and should be itemized by labor and materials. Each invoice must include:

- **DAVACO Work Order, to include Work Order Number;**
- **Complete description of services rendered and site locations (if applicable) and total amount due;**
- **A properly submitted invoice, including evidence of coverage in a COI (up to date) and W-9 sent to Vendor.setup@davaco.com**

1. PERFORMANCE. Vendor has thoroughly informed himself of the conditions surrounding the proposed construction by examination of the plans, specifications furnished to Vendor and agrees to furnish all material, labor, supervision, tools, appliances, permits, and certificates necessary to construct and complete the services herein in accordance with said plans and specifications. Vendor certifies that he has the requisite skill, experience, and expertise to perform the work governed by this Work Order.

Vendor acknowledges that it will not proceed with work or purchase of materials until receiving an authorization to proceed from DAVACO.

2. CONFIDENTIALITY. It is agreed that in its normal course of business, Vendor may receive certain information deemed to be confidential or private, (hereinafter, "Confidential Information"). Such Confidential Information shall include by way of example, but not be limited to, any information, technical data, drawings, know-how, software, computer code design, techniques, applications, routines, specifications or renderings, client lists, client information, business marketing plans or strategies, finances, employee information, business opportunities and the like; and Vendor is agreeable to ensuring the confidential or proprietary nature of such Confidential Information.

Vendor acknowledges and agrees that the Confidential Information is a valuable and unique asset of DAVACO, the confidentiality of which is essential to DAVACO's ability to differentiate its products and services, to compete and to fulfill its contractual obligations. Accordingly, Vendor agrees that it (i) will not intentionally disclose the Confidential Information to other parties; (ii) will take reasonable precautions to protect against the inadvertent disclosure of such Confidential Information or theft or misappropriation by others; and (iv) will make no use of such Confidential Information except for the uses to which it was intended or in connection with the specific instructions of the other (v) will not use such Confidential Information for purposes of unfair competition and (vi) will not alter, modify, disassemble, reverse engineer or decompile any of the materials.

DAVACO maintains a proprietary Website (Fexa) whereby certain sections or pages have limited Restricted Sections; and Vendor in the course of its performance herein may have access to such Restricted Sections. In order to access the Restricted Sections of the Website, Vendor will be provided certain Access Information, such as, usernames, passwords, access codes, web addresses, URLs and other information necessary to allow Vendor access. Vendor understands and agrees that the Restricted Sections of the Website, the Access Information and all of the various components of or information contained therein are collectively, Confidential Information that are non-public, and proprietary information to DAVACO. Vendor hereby acknowledges and agrees that such Confidential Information is a valuable and unique asset of DAVACO, the confidentiality of which is essential to DAVACO's ability to differentiate its products and services, to compete and to fulfill its contractual obligations. Accordingly, Vendor agrees that it; (i) will not intentionally disclose the Confidential Information to other parties; (ii) will take reasonable precautions to protect against the inadvertent disclosure of such Confidential Information or theft or misappropriation by others; and (iii) will make no use of such Confidential Information except for the uses to which it was intended or in connection with the specific instructions of DAVACO.

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All documentation and other physical embodiments of the Confidential Information Documents shall remain the exclusive property of DAVACO and shall be promptly delivered to DAVACO upon the written Demand of DAVACO. Furthermore, the Vendor agrees to permanently erase or delete any Confidential Information stored electronically, magnetically, or otherwise on machines or devices, immediately upon receipt of the Demand. The covenants in this Section shall survive in perpetuity and shall not be limited to any period of time. Vendor agrees that if it should breach this Work Order in any manner, DAVACO shall have the right to suspend Vendor's access to the Website. Vendor shall mean that party, its employees, officers, directors, independent contractors, representatives and agents. Each of the parties shall be responsible for any breach of this Work Order by its employees, officers, directors, independent contractors, representatives, agents or others who shall have received Confidential Information in violation of the terms hereof. Vendor acknowledges and agrees that the Confidential Information is being provided without representation or warranty, either expressed or implied.

Nothing contained in this Work Order shall be deemed to give any rights in the Confidential Information, or any part or copy thereof, to Vendor, by way of a license or otherwise. In the event that Vendor or any person receiving Confidential Information from Vendor becomes legally compelled to disclose any of the Confidential Information, DAVACO will be provided with prompt notice thereof and shall be entitled to Vendor's cooperation with regard to the obtaining of any protective order or other appropriate relief. In the event that such protective order or other relief is not obtained, or that DAVACO waives compliance with the provisions of this Work Order with regard to the Confidential Information to be compelled, Vendor or the other compelled party will furnish only that portion of the Confidential Information which Vendor is advised by counsel is legally required to be disclosed and will use its best lawful efforts to obtain reliable assurance that confidential treatment thereof will be accorded by the party receiving such disclosure. The breach or threatened breach of Confidentiality by Vendor may result in irreparable harm to DAVACO which harm will not be compensable by money damages; therefore, Vendor agrees that DAVACO shall be entitled to injunctive relief to prevent any actual or potential disclosure.

No proof of actual damages shall be required of DAVACO in obtaining an injunctive or special relief under this Section and nothing contained herein shall be deemed to waive any other rights that DAVACO may have in law or in equity.

3. TIME IS OF THE ESSENCE OF THIS AGREEMENT. Vendor shall diligently and continuously complete its work on schedule with full cooperation and coordination with other work being performed.

4. PAYMENT. DAVACO agrees to pay Vendor, in the manner set forth herein for all work performed at the prices provided on the face of this Work Order, thirty (30) days from the date a properly submitted invoice and required documentation is received by DAVACO. The sum of each Work Order includes all applicable sales, use, franchise, excise and other taxes, and subject to additions and deductions for changes as may be agreed upon in writing between DAVACO and Vendor. All original invoices must be submitted no later than 7 days after completion of work for approved labor performed and materials furnished. DAVACO reserves the right to deny payment on any invoice not timely submitted.

Vendor shall upon submittal of all invoicing furnish a sworn affidavit, identifying all parties who have furnished or are furnishing labor or materials to the Vendor with their names and addresses and amounts due or to become due to each of them. When applicable on large scale jobs or as requested, Vendor agrees to provide DAVACO with notarized lien waiver(s). Vendor's failure to comply with such requirements shall constitute an event of default entitling DAVACO to terminate this agreement. DAVACO reserves the right to withhold any payment until receipt of such executed lien waivers.

DAVACO shall not be obligated to pay any additional charges not previously approved in writing. Notwithstanding anything herein to the contrary, DAVACO shall not be obligated to make any payments to Vendor if Vendor fails to perform its obligations arising out of the work performed or materials supplied hereunder, to the reasonable satisfaction of DAVACO and DAVACO's Client.

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5. WORK CHANGES. DAVACO reserves the right to make changes in materials to be furnished or work to be performed hereunder or addition hereto or omissions therefrom upon written order to Vendor, any such changes or additions to be subject to and governed by the terms, covenants and conditions hereof. Any additions or reductions to be made to or from the Work Order price must be agreed upon in writing signed by both parties. Back charges against DAVACO will not be paid or credited unless DAVACO has authorized, in writing, prior approval for the Vendor to perform the work. If the written change order is for time and material in lieu of a fixed price, invoices must be accompanied by daily work sheets signed by the job superintendent for the purpose of verifying labor hours and materials used.

6. DEFAULT & TERMINATION. If a progress schedule is furnished by DAVACO to Vendor, it shall be solely for DAVACO's benefit. Vendor must be ready to perform at the times indicated in the Work Order and shall perform and comply with all metrics and SLAs, if any.

DAVACO makes no representation that it will be ready for Vendor at the times indicated in said schedule regardless of whether delays may be occasioned by circumstances within the control of DAVACO.

Should Vendor at any time (i) refuse, fail or neglect to supply a sufficient number of properly skilled workmen or a sufficient quantity of materials; (ii) fail to arrive on site to perform its work or otherwise fail to advise work status or provide notice of any delay in its performance obligations; (iii) become disabled in any respect to prosecute the work covered; (iv) fail in the performance of any Work Order, any of the aforementioned failures shall constitute a Default and DAVACO, at its option, may provide such labor and materials and deduct the cost thereof from any money due or to become due to Vendor.

DAVACO may, at its option, with cause or without cause, in addition to any other remedy, terminate the employment of Vendor for the said work and shall have the right to enter upon the premises and take possession, for the purpose of completing the work included in this Work Order, of all materials, and may employ other persons including another vendor to finish the work and provide the materials, without liability on the part of DAVACO for any damage, wear or tear, depreciation, theft, action of the elements, acts of God, fire, flood vandalism, or other injury or damage to the said materials, and appliances. In the event of termination, Vendor shall be responsible for safely and professionally removing any and all of its materials or supplies left on site. DAVACO shall not be responsible for any such materials or supplies.

Vendor shall not be entitled to receive any further payment under this Work Order until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Work Order exceeds the expenses incurred by the DAVACO in finishing the work, such excess shall be by DAVACO to Vendor; If such expense exceeds any unpaid balance, Vendor shall pay the difference to DAVACO.

As used herein, the word "expense" shall be defined to mean actual cost to DAVACO plus an amount equal to fifteen percent (15%) of such cost as an overhead charge. The expense incurred by DAVACO provided either for furnishing materials or for finishing the work, and any damages incurred by default of Vendor, shall be chargeable to, and paid by Vendor. DAVACO shall have a lien upon all materials and appliances to secure payment.

Vendor shall be considered as disabled from prosecuting the work covered by this Agreement if Vendor's (i) interest herein, or any part thereof, is assigned or transferred in any manner, either voluntarily or by operation of the law, or (ii) if a petition under any of the Chapters of the Bankruptcy Act or a petition or appointment of a Receiver is filed by or against Vendor or (iii) if Vendor dies or otherwise becomes insolvent.

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DAVACO and Vendor hereby acknowledge and agree that an uncured default under any Work Order shall, at DAVACO's sole and absolute discretion, be a default under every Work Order entered into between DAVACO and Vendor. In the event of a default under a Work Order that is not cured, Contractor acknowledges that DAVACO shall have the right to apply any unearned proceeds from a Work Order to the work to be performed by a replacement vendor or by DAVACO.

At any time following issuance of this Work Order, DAVACO may elect to terminate this agreement by providing Vendor with written notice.

7. INSURANCE. Vendor shall provide and maintain, and require any of its Vendor(s) engaged to conduct any portion of Vendor's work to provide and maintain, at all times hereunder, Workers' compensation insurance for the benefit of its employees as required by law in the state which work is being performed and Liability insurance covering injuries or death of persons and destruction of property, with the following limits of coverage: Commercial General Liability with minimum limits of: Each Occurrence--\$1,000,000; Fire Damage (any one fire)--\$50,000; Medical Expense (any one person)- \$5,000; Personal Injury--\$1,000,000; General Aggregate--\$2,000,000; Automobile Liability--\$1,000,000, (must cover any automobile, including: Hired, non-owned and Uninsured Motorist); Excess Liability in the amount of \$1,000,000; Workers Compensation/Employer's Liability, Each accident--\$500,000; Disease (each employee)-- \$500,000. If Vendor is providing warehousing, delivery and/or logistics services, Vendor agrees to provide All Risk coverage for full replacement value of the items in its possession or control. These insurance policies shall contain the appropriate language and endorsements necessary to provide coverage for Vendor's indemnification obligations herein.

Vendor shall furnish a certificate of insurance and any renewals thereof naming DAVACO, LP and its subsidiar(ies) and affiliated companies as additional insureds for the General Liability, Business Automobile and Umbrella policies of insurance with Primary and Non-Contributory status. Such status shall be conferred to DAVACO via the appropriate certificates of insurance and any necessary endorsements to the policies. In addition, Vendor shall provide a waiver of subrogation in favor of DAVACO on Vendor's General Liability, Business Automobile, Workers Compensation and Umbrella policies. Each certificate of insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to DAVACO. If Vendor's business is located in a state that does not allow private insurance for Workers Compensation, a copy of the state rider must be included with the Certificate of Insurance. DAVACO's failure to obtain such certificates and endorsements shall not relieve Vendor from its obligations hereunder. The CGL coverage obtained by Vendor shall contain a general aggregate limit, and such limit shall apply separately to each project as per endorsement CG2503 or equivalent.

For work in the State of New York, Vendor MUST have CGL coverage that DOES NOT EXCLUDE work in the Five Boroughs of Manhattan or action over coverage.

8. INDEMNIFICATION. VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS DAVACO AND ITS REPRESENTATIVES, CONSULTANTS, OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SHAREHOLDERS, BOARD MEMBERS, AND OWNERS, AND EACH OF THEM (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS MADE, ASSERTED OR ALLEGED FOR ANY DAMAGE OR INJURY OF ANY KIND OR NATURE WHATSOEVER, TO ANY PERSON OR PROPERTY (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR INJURY TO OR DEATH OF ANY EMPLOYEE OF VENDOR, OR ANY VENDOR ENGAGED TO CONDUCT ANY PORTION OF THE WORK, I.E., VENDORS OR MATERIAL MEN OR SUPPLIERS OF ANY TIER) WHICH CLAIMS RESULT FROM, ARISE OUT OF, OR OCCUR IN CONNECTION WITH THE EXECUTION OF THE WORK UNDERTAKEN PURSUANT TO THIS WORK ORDER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL LOSS, DAMAGE, COSTS, EXPENSES, AND ATTORNEYS FEES SUFFERED OR INCURRED ON ACCOUNT OF ANY INJURY TO OR DEATH OF ANY PERSON, DAMAGE OR DESTRUCTION OF ANY PROPERTY ON ACCOUNT OF ANY ACT OR OMISSION OF VENDOR, OR FOR FAILURE TO PERFORM ANY OF THE WORK. VENDOR SHALL INDEMNIFY INDEMNITEES FROM AND AGAINST ALL LOSS, COST, EXPENSE, LIABILITY, DAMAGE, OR INJURY, INCLUDING LEGAL FEES, THAT INDEMNITEES MAY DIRECTLY OR INDIRECTLY SUSTAIN, SUFFER, OR INCUR AS A RESULT THEREOF, AND FURTHER AGREES TO DEFEND THE INDEMNITEES WITH COUNSEL OF INDEMNITEES' CHOOSING. VENDOR AGREES TO PAY ON BEHALF OF INDEMNITEES, PROMPTLY FOLLOWING

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THEIR DEMAND THEREFOR, THE AMOUNT OF ANY JUDGMENT THAT MAY BE ENTERED AGAINST INDEMNITEES OR ANY OF THEM IN ANY SUCH ACTION. IF ANY SUCH CLAIMS, LOSS, COSTS, EXPENSE, LIABILITY, DAMAGE, OR INJURY ARISE OR ARE MADE, ASSERTED, OR THREATENED AGAINST AN INDEMNITEE FOR WHICH THE INSURER OF VENDOR DOES NOT ADMIT COVERAGE, OR IF SUCH COVERAGE IS INADEQUATE, DAVACO SHALL HAVE THE RIGHT TO WITHHOLD FROM ANY PAYMENTS DUE OR TO BECOME DUE TO VENDOR AN AMOUNT SUFFICIENT TO PROTECT INDEMNITEES FROM SUCH CLAIMS, LOSS, COSTS, EXPENSE, LIABILITY, DAMAGE, OR INJURY, INCLUDING LEGAL FEES. VENDOR FURTHER AGREES TO INDEMNIFY AND HOLD DAVACO HARMLESS FROM ANY AND ALL DAMAGES, LOSS OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF ANY AND ALL CLAIMS OF LIEN, OR OTHER CLAIMS FOR PAYMENT FOR LABOR, SERVICES OR MATERIAL PROVIDED PURSUANT TO THIS WORK ORDER, AS MAY BE ASSERTED BY ANY VENDOR OR LABORERS AND SUPPLIERS OF GOODS AND/OR MATERIALS ON ANY WORK UNDERTAKEN PURSUANT TO THIS AGREEMENT.

IT IS AGREED AND ACKNOWLEDGED THAT ALL INDEMNIFICATION OBLIGATIONS SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE CAUSE(S) OF ACTION.

9. WARRANTY. Vendor warrants and guarantees its work and materials covered by Work Order and agrees to remedy, at its own expense, (i) any defects in workmanship or defects in materials, or otherwise nonconforming work, that occur prior to the expiration of thirty (30) days from the date of acceptance or occupancy by DAVACO's Client for repair and maintenance ("break fix") work, and (ii) any defects in workmanship or defects in materials, or otherwise nonconforming work, that occur prior to the expiration of one (1) year from the date of acceptance or occupancy by Davaco's Client, as required by quotes or applicable Work Orders,. If applicable, and requested by DAVACO, Vendor shall provide in writing a warranty verification statement, acceptable to DAVACO and DAVACO's Client. Vendor shall complete all warranty work within seven (7) days of being notified of the defective work to be repaired. Should Vendor fail to honor its warranty or timely complete such warranty work, DAVACO will, at its option, repair Vendor's work, or engage a third-party to repair Vendor's nonconforming work. Such costs will be billed to Vendor and paid by Vendor within five (5) days. DAVACO retains the right to withhold payment on any other Vendor project(s) until such bill is paid in full.

To the extent applicable, Vendor further agrees to assign to DAVACO and/or DAVACO's client all manufacturer and other warranties from any manufacturer, supplier, or Vendor.

10. RISK OF LOSS. Vendor assumes the risk of, and shall bear all risk of loss with respect to all items of personal property in its possession or control and be responsible for, any loss or damage to any equipment or other personal property in its possession or control. This provision applies to Vendor and others for which Vendor may utilize to perform its services, and includes all loss occasioned by storage, handling, fire, flood, strikes, inherent or perishable qualities of goods and other causes beyond the control of the parties.

11. HARMONY. It is understood and agreed that the work provided for in this Work Order constitutes only a part of the work being performed for DAVACO's Client by DAVACO and other Vendors. Vendor agrees to perform the work called for hereunder in such a manner that it will not injure or damage any other work performed by DAVACO or any other Vendor and if Vendor shall cause any damage, loss, stains, blemishes, imperfections, marks or other damages of any kind whatsoever, whether to his work or the work of DAVACO or any other Vendor, Vendor will immediately remedy the damage to the satisfaction of DAVACO and Owner at Vendor's sole cost and expense.

Vendor further agrees to perform the work and preserve and protect the rights of DAVACO and its client with respect to the work performed and will take no action to prejudice such rights.

12. ASSIGNMENT. Vendor agrees that no part of this Agreement or the Work hereunder can be assigned. Neither party to this Agreement shall assign rights, or delegate duties, under this Agreement without the written consent of the other party. Notwithstanding anything herein to the contrary, DAVACO shall have the right to assign, transfer, convey, sell, encumber or in any way alienate all or any part of this Agreement (collectively "transfer") to any of its partners, related entities, subsidiaries or affiliates, or to a successor entity in the event of merger, reorganization, consolidation, transfer, sale, stock purchase, public offering or other change of ownership (collectively "affiliate") without consent of or recourse by Vendor. Any assignment or transfer made in violation of this provision shall be null and void and of no further force or effect and shall constitute a breach of this agreement.

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IT IS EXPRESSLY PROHIBITED FOR VENDOR TO SUBCONTRACT ANY OF THIS WORK WITHOUT THE EXPRESS WRITTEN CONSENT OF DAVACO. ANY SUCH ACTION BY CONTRACTOR SHALL BE A MATERIAL BREACH OF THIS CONTRACT.

13. DEALINGS WITH DAVACO EMPLOYEES. It is recognized and agreed by Vendor that DAVACO's employees are valuable assets that have undergone extensive specialized training by DAVACO to meet its Client's requirements. With this understanding, Vendor agrees that during the term of this Agreement and for one (1) year thereafter, Vendor shall not solicit DAVACO's employees for purposes of employment.

14. WORK AREA. Vendor agrees at all times during the performance of this Work Order to keep its operations and premises clean and free of all rubbish, debris and unnecessary tools, equipment, materials, and other supplies to the satisfaction of DAVACO and its Client.

15. GOVERNING LAW & VENUE. This Agreement and all of its provisions shall be construed in accordance with and governed by the laws of the State of Texas. The parties hereto agree that venue of any action under this Agreement shall be exclusively in Dallas County.

16. MERGER CLAUSE. This Agreement represents the entire and integrated agreement between DAVACO and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both DAVACO and Vendor. This Agreement represents the entire and integrated agreement between DAVACO and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral.

17. CLEAN WORKSITE. At all times, Vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work, and Vendor shall use best efforts to comply with requests to clean the premises and surrounding areas for the benefit of the Client, and work to be performed by other Contractors, vendors, or installers, as well as any other potential third parties. At completion of the work, Vendor shall remove from and about the premises all waste materials, rubbish, tools, installation equipment, machinery, and surplus materials to DAVACO and DAVACO Client reasonable satisfaction. Vendor, at all times, shall maintain streets, sidewalks, and other areas surrounding the site in a clean condition free from debris, rubbish, and waste materials to DAVACO and DAVACO's Client reasonable satisfaction. Vendor shall promptly remove all spillage, tracking, rubbish, debris, and waste materials arising from performance of the Work from such areas and shall establish a regular maintenance process of sweeping and hosing to minimize accumulation of any dirt and dust on such areas.

18. QUALITY OF MATERIAL. Vendor warrants and covenants that all materials and equipment furnished under this Agreement will be of the best quality and new unless otherwise required or permitted by this Agreement, that the work will be free from defects and faults, and that the work will conform to the requirements of this Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be deemed defective. Vendor's warranty excludes remedy for damage or defect caused by abuse, improper, or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by DAVACO, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

19. RIGHT OF AUDIT. DAVACO reserves and shall have the right, at DAVACO's sole discretion, to inspect Vendor's books and records relative to any project with DAVACO upon twenty-four (24) hours' notice to Vendor. Vendor shall fully cooperate with DAVACO with respect to such audit of Vendor's books and records.

20. PERFORMANCE AS ACCEPTANCE. In the event Vendor accepts the Work Order and/or begins performance of any part of the work under this Work Order, such work shall be deemed to constitute Vendor's acceptance of, and agreement to, be bound by the terms and conditions of this Work Order.

21. VENDOR'S EMPLOYEES. Contractor warrants that it shall comply with all federal, state, and local laws, ordinances, statutes, rules, and regulations governing the work performed hereunder and the employment of its workers, including, but not limited to, immigration laws. Contractor warrants that it shall be responsible exclusively for all compensation, salary, and any other remuneration due to individuals who perform work under this Work Order.

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The undersigned hereby certifies that Vendor has verified the employment eligibility and identity of the individuals that will be performing work under this Work Order pursuant to Form I-9 requirements, has correctly completed the relevant sections of the Form I-9s for such individuals (and to the extent that any violations are discovered that are of a nature that, in the undersigned's reasonable judgment, are eligible for cure, such violations have been corrected to the extent possible) and is in compliance with all applicable immigration laws with respect to such individuals. Vendor further certifies that it, its vendors and employees of each are authorized to work in the United States pursuant to the Immigration Control Reform and Control Act of 1986 and that such authorization has been verified through Contractor's or Vendor's use of the Department of Homeland Security's E-Verify Program, or industry standard equivalent.

22. SEVERABILITY. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

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