

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (“Agreement”) is entered into as of ____ (date of agreement) by and between MACRO.CCS, Inc., A Washington For-Profit Corporation (“Company”) and ____ (“CONTRACTOR”) a ____ (legal entity type) incorporated in ____ (state). Contractor is lawfully registered to do business in Washington State and agrees that any dispute that may arise from this Agreement is governed under Washington State law as described in Paragraph 14.13 herein below.

WHEREAS:

- A. Company requires that computer consulting services (“Services”) be provided to Company’s clients (“Clients”);
- B. Contractor is willing to provide computer consulting professionals to perform the Services for Clients, on the terms and conditions stated in this Agreement and in the applicable Work Schedule(s);

Therefore, the parties intending to be bound hereby agree as follows:

AGREEMENT

1. Definitions: The following terms shall have the following meanings when used in this Agreement.

- 1.1 “Work Schedule” shall mean the document describing the services required, the Staff assigned, the Client for which Services shall be provided, the bill rate, the work products to be delivered, method of knowledge and skills transfer, and if applicable, any training required, or travel and per diem expenses.
- 1.2 “Staff” shall mean personnel supplied by Contractor to perform Services as described in Work Schedule.
- 1.3 “Client” shall mean the organization identified in the Work Schedule as contracting with Company for services of Contractor’s Staff.
- 1.4 “Software and Additional Development Work Source Code” shall mean any software, documentation or other materials developed under the Agreement by Contractor.
- 1.5 “Pre-existing Contractor Tools” shall mean those methodologies, trade secrets, know how, software modules, or other materials developed by Contractor and/or Staff outside of this Agreement and used and/or incorporated by Contractor’s Staff in the Software and Additional Development Work Source Code for Client.
- 1.6 “General Purpose Software” shall mean that Software and Additional Development Work Source Code that does not specifically result from compliance with the Work

Schedules under this Agreement and does not constitute a unique or critical component of the Software and Additional Development Work Source Code as determined by Client in its sole discretion.

- 1.7 “Confidential Information” includes, but is not limited to, information relating to Company’s, Company’s Client’s, or the client’s of any Company Client (collectively, the “Protected Party”) research, developments, trade secrets, copyrights, patents, pending patents, mask works, processes, formulas, business practices, plans, budgets, customer and contractor relationships, bill rates, financial information and other information of a confidential nature. The term “Confidential Information” shall not include information which Contractor is able to establish (a) was known to the Contractor prior to disclosure by the Protected Party; (b) became publicly available through no act or omission of the Contractor; or (c) was lawfully received by the Contractor from a third party (other than the Protected Party’s former or current Staff) that is not under any confidentiality obligation to the Protected Party.

2. Scope

- 2.1 Entire Agreement. This Agreement and the Attachments stated in paragraph 2.3 set forth the entire agreement and understanding between the parties with respect to the subject matter herein and supersede all other prior and contemporaneous agreements, understandings, representations and warranties, whether oral or written. This Agreement may not be amended, modified or altered or any of its provisions waived except in writing and signed by the authorized officer of the party against whom enforcement is sought, and any oral amendment, modification or alteration or waiver shall be void and of no effect, and under no circumstances may the provisions of this paragraph be changed orally or by conduct of the parties. This Agreement shall be construed without reference to any custom or usage of trade.
- 2.2 Contractor hereby agrees to perform the Services, as specified in one or more Work Schedules which are signed by the parties pursuant to this Agreement, directly for Company’s Client, and Company agrees to pay for such Services as specified in this Agreement. At Company’s discretion, Company agrees to refer Contractor’s Staff to Company’s Client for evaluation and possible retention of Contractor’s Services. Company will negotiate a rate for those services, invoice its Client for such Services in the event the parties execute a Work Schedule, and otherwise perform as stated herein.
- 2.3 Attachments. The following Attachments are part of this agreement: Attachment 1: Work Schedule

3. Work Schedule.

- 3.1 Content. Each Work Schedule that is subject to this Agreement shall be considered part of this Agreement and binding upon both parties. An original copy of the Work Schedule shall be retained by the Company and the Contractor.

- 3.2 Execution. Each Work Schedule shall be dated, signed by Company and Contractor and shall specifically refer to this Agreement as the governing contract for the Work Schedule. Contractor shall not be required to commence Services until Company has executed and returned the appropriate Work Schedule. Each Work Schedule shall be identified by its unique identifying number (“Number”) as stated in the Work Schedule.
- 3.3 Termination. Contractor shall not terminate a Work Schedule prior to the Work Schedule expiration date and any renewals or extensions thereof (“End Date”) unless, as stated in writing by the Client, the project has been completed or the services are no longer required, or if Staff is no longer employed by Contractor, or if Staff is incapacitated by a long term illness or death in the family, and does not take a contract or permanent position with another company within the next 30 days.

4. Staff

- 4.1 Authority of Company’s contract administrators (“Contract Administrators”). Company’s Contract Administrators named in the most recent Work Schedule shall have full authority to act on the behalf of Company for executing a Work Schedule, any amendment thereto, and making any other decisions relating to the Services or Work Schedule. Except as otherwise requested or directed by Company, Contractor shall deal directly and exclusively with Company with respect to the Services provided under this Agreement, and will not communicate with Client in connection with this Agreement.
- 4.2 Selection and substitutions. Contractor shall provide Company’s Client with Staff having the professional qualifications stated in the applicable Work Schedule. Client and Company may interview Staff assigned to perform the Services, and either may request substitutions or removal of Staff (consistent with applicable law) immediately upon notice by Company to Contractor.
- 4.3 Contractor will be responsible for assigning each Staff. If an assigned Staff is removed for any reason, Contractor will assign a qualified replacement as soon as possible, but shall not be liable for any damages arising out of a delay or failure in the assignment of a replacement.

Contractor shall provide qualified IT Staff with current skill sets and experience to Company on an as-needed basis. Contractor shall ensure that all Contractor’s Staff are properly trained and fully equipped to perform their assigned tasks. Contractor shall provide any necessary reasonable accommodations to enable Contractor’s Staff to perform assigned tasks. While on Client premises, Contractor’s Staff shall be under the direction and control of the Client. Client shall be responsible for managing the work and deliverables. Notwithstanding that the work is under the Client’s direction and control, Contractor’s Staff shall at all times remain the employees or subcontractors of Contractor. In particular, Contractor shall be responsible for all wages, benefits and other compensation to its employees and subcontractors.

- 4.4 Employees of Contractor. If Contractor supplies employees of Contractor to Company Contractor shall be solely responsible for paying salary and benefits and complying with all other applicable laws, rules and regulations with regard to its employees. Contractor has advised its employees that Contractor and its Staff are not employee(s) of the Company or Client and are not entitled to (and also hereby waive) any benefits provided or rights guaranteed by the Company or Client, or by operation of law, to their respective employees. The Company will make no deductions from fees paid to Contractor for any federal or state taxes (except as required under any applicable state law for withholding or income of foreign corporations not qualified to do business in the state) or FICA, and the Company and the Client have no obligation to provide Worker's Compensation coverage for Contractor. It shall be the Contractor's sole responsibility to provide Worker's Compensation and, if applicable, pay any premium "overtime" rate, for its employees who work on the project covered by this Agreement and to make required FICA, FUTA, income tax withholding or other payments related to such employees, (and to provide the Company with suitable evidence of the same whenever requested). In the event of any claims brought or threatened by any party against the Company or any Client relating to the status, acts or omissions of Contractor or its Staff, Contractor agrees to cooperate in all reasonable respects, including to support the assertions of independent contractor status made in this Agreement. Contractor hereby agrees to indemnify, defend and hold harmless Company and Client from and against any and all liability relating to the employment status of such Contractor Staff.
- 4.5 Subcontractors. If Contractor supplies Subcontractors to Company, Contractor shall require all companies subcontracting through Contractor to adhere to the provisions of 4.5 (above).
- 4.6 Contractor shall supply Company with copy of Staff's I-9 Form (proving eligibility to work in the United States).
- 4.7 Criminal Background Checks: Criminal Background checks will be performed by Contractor at Contractor's expense on each Staff assigned to Client. Proof of background checks will be faxed or emailed to Company at least 24 hours before Staff is to begin an assignment pursuant to a Work Schedule. No staff will commence working on a Client assignment without a completed Criminal Background Check.
- 4.8 Non-competition/Hiring Restrictions. Staff is considered "Qualified" if they are unknown to Company at the time of first submission of Staff resume by Contractor, or they are known to Company but have not been submitted against any open requisition by Company within the previous 12 months. During a period in which a Qualified Staff is presented to Company, and for 12 months thereafter, and for a period of 12 months from the date of first receipt by Company for a qualified staff who is not placed on assignment, company shall not solicit the staff, without contractor's prior written consent, as an employee, subcontractor, or independent contractor of

Company for work to be performed for Client. This section will not extend to prohibit solicitations for employment of Staff by Company's Clients, however, if Client agrees to pay Company for hiring Staff as its own employee, Company agrees to pay Contractor one half (1/2) of said payment. Contractor and Company agree not to solicit for employment, employ or contract with each other's Staff (including employees and subcontractors) throughout the term of any Work Schedule, and for a one-year period after the termination of this Agreement

5. Rates

- 5.1 The Company's Contract Administrator may negotiate the hourly rate for Staff Services with the Contractor.
- 5.2 To request a rate change, Contractor will contact Company's Contract Administrator. Rate increases will be forwarded to the Client by the Company Contract Administrator. The Company Contract Administrator will advise Contractor of the Client's decision regarding the requested rate increase.

6. Billing and Payment

- 6.1 Time Cards. Each of Contractor's Staff providing Services to Client shall submit to a Client representative, biweekly time cards ("Time Cards") in electronic format via the time record keeping software on Company's website (www.macroccs.com), indicating the total hours worked each day of the week and the total hours for the pay period. Client's Contract Administrator shall approve Time Cards. Any Time Cards which are contested by the Contract Administrator shall be deemed disapproved, unless Contractor establishes that the Services in dispute were provided in the manner required by this Agreement and the applicable Work Schedule.
- 6.2 Payment. Contractor shall submit bi-weekly invoices to Company based on the Time Cards approved during the billing cycle. Time Cards associated with the invoices shall be attached to the invoices. Contractor will invoice the Company only for the hours covered by such records. Payment for Services will be made in the corporate or business name of Contractor. Payment terms are net fifteen (15) days of Company receipt of payment from Client.

7. Ownership of Software and Additional Development Work Source Code, Documents, and Work Product Developed Under This Agreement

- 7.1 Software and Additional Development Work Source Code. The Software and/or Additional Development Work source code and accompanying documentation ("Documentation") generated as a deliverable under this Agreement shall become the sole property of the Client.
- 7.2 Documents. All drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards,

tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for, by the Company in connection with the performance of the work hereunder, shall be the property of the Client. The Contractor shall place an appropriate plaque, emblem, and/or decal thereon, including evidence of the Client's ownership of such documents and/or materials.

Any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder, shall be made available to the public through dedication, assignment to the Client, or such other means as the Client may determine.

Notwithstanding the above, the Contractor does not convey to the Client nor does the Client obtain any right to any document or material utilized by Contractor that was created or produced separate from this Agreement or was preexisting material (not already owned by the Client), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of work. To the extent that preexisting materials are incorporated into the work, the Contractor grants the Client an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the work.

- 7.3 Work Made For Hire. Contractor hereby agrees that any and all Software and Additional Development Work Source Code has been specially ordered and commissioned by the Client.

To the extent that the Software and Additional Development Work Source Code delivered to the Client hereunder includes material subject to copyright, Contractor agrees that the Software and Additional Development Work Source Code is done as a “work made for hire” as that term is defined under U.S. copyright law, and that as a result the Client owns all copyrights in the Software and Additional Development Work Source Code.

- 7.3.1 To the extent that the Software and Additional Development Work Source Code (or any portion thereof) does not qualify as a work made for hire under applicable law, and to the extent that such Software and Additional Development Work Source Code (or any portion thereof) includes material subject to copyright, patent, trade secret, or other proprietary right protection, Contractor hereby assigns to the Client, its successors and assigns, all right, title and interest in and to the Software and Additional Development Work Source Code (or any portion thereof), including all copyrights, trade secrets, and other proprietary rights therein (including renewals thereof) but not limited to, all rights in and to any inventions and designs embodied in the Software and Additional Development Work Source Code (or any portion thereof) or

developed in the course of Contractor's creation of the Software and Additional Development Work Source Code (or any portion thereof).

- 7.3.2 The foregoing assignment includes a license under any current and future patents owned or licensable by Contractor to the extent necessary to combine the Software and Additional Development Work Source Code (or any portion thereof) with any hardware and software.
 - 7.3.3 Any documents, magnetically or optically encoded media, or other materials created by Contractor pursuant to this Agreement shall be owned by the Client and subject to the terms of this section.
 - 7.3.4 The foregoing assignment includes the right to sue for infringements of the Software and Additional Development Work Source Code that may occur before or after the date of this Agreement, and to collect and retain damages from such infringements.
 - 7.3.5 To the maximum extent permitted by law, Contractor waives all moral rights in the Software and Additional Development Work Source Code.
 - 7.3.6 The foregoing assignment shall not be interpreted to require either Contractor or Staff to assign rights to an invention where such assignment would be prohibited under RCW 49.44.140.
- 7.4 License to Pre-existing Contractor Tools. Contractor hereby grants the Client, under all Contractor intellectual property and proprietary rights, the following worldwide, nonexclusive, perpetual, irrevocable, royalty free, fully paid up rights to: (a) make, use, copy, modify, and create derivative works of Pre-existing Contractor Tools, (b) publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of Pre-existing Contractor Tools (and derivative works thereof) as incorporated into any Software and Additional Development Work Source Code, and (c) sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

8. Warranties

- 8.1 Contractor warrants that the Software and Additional Development Work Source Code and Documents shall be originally created by Contractor, or Contractor shall obtain all necessary rights to Software and Additional Development Work Source Code and Documents to transfer ownership to the Client as required by Sections 7.1 through 7.4 above.
- 8.2 Contractor warrants that the Pre-existing Contractor Tools and Software and Additional Development Work Source Code do not and shall not infringe any

copyright, patent, trade secret, trademark, or other proprietary right held by any third party.

9. Assistance and Correction

- 9.1 Assistance. Contractor shall execute and deliver such instruments and take such other action as may be requested by the Client to perfect or protect the Client's rights in the Software and Additional Development Work Source Code and to carry out the assignments effected by Sections 7.2 and 7.3 above, and assist the Client and its nominees in every proper way to secure, maintain, protect and defend for the Client's own benefit all such rights in the Software and Additional Development Work Source Code in any and all countries. Contractor shall cooperate with the Client in the filing and prosecution of any copyright or patent applications that the Client may elect to file on the Software and Additional Development Work Source Code or inventions and designs relating to the Software and Additional Development Work Source Code.

10. Indemnification

- 10.1 Contractor hereby agrees to indemnify, save harmless and defend the Company and Client from all claims, demands, suits, judgments, and liability (including reasonable attorney's fees, losses, costs and expenses of any kind) arising out of, in connection with, or incident to the negligent acts, errors, or omissions of the Contractor, its agents, and employees in performing the work required by this Agreement, but only to the extent such claims, actions, costs, damages or expenses are caused by the negligent acts, errors or omissions of the Contractor, its authorized agents, or employees. The indemnification provided for in this Article shall survive any termination or expiration of this Contract. The Contractor further waives, with respect to the Company only, its immunity under RCW Title 51, Industrial Insurance. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

11. Insurance

- 11.1 Contractor shall at all times during the term of this Agreement, obtain and maintain continuously, at its own expense and file with the Company, evidence of a policy or policies of insurance as enumerated below:

- 11.1.1 A policy/policies of commercial general liability insurance, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractor's Liability
- Stop gap or Employers Contingent Liability
- Fire Damage Legal

Said policy(ies) must provide the following minimum coverage:

\$1,000,000	General Liability (combined single limit per occurrence for bodily injury, personal injury and property damage)
\$2,000,000	General Aggregate
\$1,000,000	Professional Liability, Errors and Omissions (per claim and in the aggregate)
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Combined Single Limit Body and Property damages
\$1,000,000	Damage to Premises Rented to you (includes fire damage)
\$1,000,000	“Stop Gap” Employers Liability, Each Accident
\$1,000,000	Disease – Policy Limit
\$1,000,000	Disease – Each Employee

Any deductible or self-insured retention must be disclosed and is subject to approval by the Client's Risk Manager.

- 11.1.2 A policy of business automobile liability, including coverage for owned, non-owned, leased or hired vehicles. Such policy must provide the following minimum coverage:
 - \$1,000,000 Bodily Injury and Property Damage, Per Accident

- 11.2 Such insurance, as provided under items (1) and (2) above, shall be endorsed to include Company, the Client, their officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the Company and Client. In addition, Contractor’s insurance shall be primary as respect to the Company and Client, and any other insurance maintained by the Client shall be excess and not contributing insurance with Contractor’s insurance.

- 11.3 The coverage is to be placed with insurers with a Bests’ rating of no less than A:VIII, or , if not rated with Bests, with minimum surpluses the equivalent of Bests’ surplus size VIII.

- 11.3.1 Worker’s Compensation - As respects Workers’ Compensation insurance in the state of Washington, Contractor shall secure its liability for industrial injury to its Staff in accordance with the provisions of Title 51 of the Revised Code of Washington. If Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Contractor shall so certify by letter, signed by a corporate officer, indicating that it is a qualified self-insured and setting forth the limits of any policy of excess insurance covering its employees.

- 11.4 Evidence of Insurance – The following document must be provided as evidence of insurance coverage:
 - 11.4.1 A copy of the endorsement naming Company and Client as an Additional Insured

(excluding Professional Liability Insurance), showing the policy number, and signed by an authorized representative of the insurance company on (ISO) Form CG2010 (11/85) or equivalent.

- 11.4.2 Subcontractors – Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

12. Compliance with Law/ Non-Discrimination and Equal Employment Opportunity

- 12.1 General Requirement. Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of the city in which the work is done, if any; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.
- 12.2 Licenses and Similar Authorizations. Contractor, at no expense to the Company, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- 12.3 Taxes. Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement.
- 12.4 Americans with Disabilities Act. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. In particular, if the Contractor is providing services, programs, or activities to Client employees or members of the public as part of this Agreement, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- 12.5 Non-Discrimination. During the performance of this contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment,

upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13. Term and Termination

- 13.1 This Agreement shall terminate by either party's providing five (5) days prior written notice to the other party. Notwithstanding the forgoing, Contractor may not voluntarily terminate its services under this Agreement prior to the agreement expiration date of a Work Schedule and any renewals or extensions thereof ("End Date") unless, as stated in writing by the Client, the project has been completed or the services are no longer required. If no End Date is provided, then the Contractor must provide at least ten (10) business days' notice prior to termination of a Work Schedule.
- 13.2 The rights of Company and Client under sections 7, 8, 9, 10 and 14 of this Agreement shall survive any termination of this agreement.

14. Miscellaneous

- 14.1 **Standard of Performance.** Contractor shall provide Services in accordance with generally accepted industry standards of care and competence in the required disciplines specified in the Work Schedule, using its own appropriate independent skill and judgment, and the manner and means that appear best suitable to it to perform the work. Evaluation of Contractor's performance shall be made by the Client; Contractor shall insure that its Staff adheres to applicable policies of the Client, including working hours and security procedures.
- 14.2 **Completion of Work Schedule:** Contractor will not place Staff with another company without prior approval of Company unless the Services performed under the Work Schedule have ended.
- 14.3 **Non-competition.** Contractor agrees not to solicit business directly from Client during the period of this contract, or for a period of 12 months after it has been terminated.
- 14.4 **Standards of Conduct.** Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. Contractor's Staff must be cooperative and work in harmony with each other, Client employees, other Client contractors, and Client customers at all times. Contractual Relationship. This Agreement does not constitute the Contractor as the agent or legal representative of the Company for any purpose whatsoever, and the relationship of the Contractor to the Company by reason of this Agreement shall be that of an independent contractor. The Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Company or to bind the Company in any manner or thing whatsoever.
- 14.5 **Independent Status of Contractor.** Both parties hereto, in the performance of the

Agreement will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Contractor’s Staff shall work under the direction and control of the Contractor. The Contractor shall ensure that all Contractors Staff are properly trained and fully equipped to perform their assigned tasks. The Contractor shall provide any necessary reasonable accommodations to enable Contractor’s staff to perform assigned tasks.

- 14.6 Non-Disclosure and Non-Use. Contractor agrees not to disclose any Confidential Information obtained in the course of Contractor’s providing Services on a Protected Party’s project, or while interviewing with the Company or Client, to anyone other than Staff who have a need to know the Confidential Information for purposes of complying with this Agreement. Except as required by the Protected Party, Contractor agrees neither it nor any of its Staff will reproduce in any way, utilize for themselves, or for any other party, or remove from the premises of the Protected Party, at any time during the interview, or during or after providing services, any tangible or intangible Confidential Information or property whatsoever which could reasonable be construed as constituting Confidential Information of the Protected Party.
- 14.7 Assignment. Contractor shall not assign any right or interest, nor delegate any obligation owed, without the written consent of the Company, except Contractor may assign the proceeds of this Agreement for the benefit of creditors upon 21 days advance written notice to the Company, at 14205 SE 36th Street, Suite 100, PMB 502, Bellevue, Washington 98006.
- 14.8 Amendments. No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.
- 14.9 Notices. All notices, requests, demands and other communications under this Agreement (collectively a "notice") shall be in writing and shall be deemed to have been duly given if delivered by hand or if mailed by United States certified or registered mail, return receipt requested, postage pre-paid, properly addressed as follows or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing:

COMPANY

CONTRACTOR

Marjie Peterson
President
MACRO.CCS, Inc.
14205 SE 36th Street
Suite 100, PMB 503

Bellevue, WA 98006

- 14.10 Binding Effect. The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 14.11 Failure to comply with any of the terms of these provisions shall be a material breach of this contract.
- 14.12 Force Majeure. Neither Company nor the Contractor shall be liable to the other for any failure to perform any obligations under this Agreement due to causes which are beyond their reasonable control and of a nature which neither has the authority or power to remedy, including without limitation, acts of God, acts of the other party, acts of civil or military authority including governmental priorities, strikes or other labor disturbances, fires, floods, epidemics, wars and riots, delays in transportation or unavailability of materials or supplies from ordinary sources. In the event of such an occurrence, the party claiming relief thereon shall give prompt written notice thereof to the other party and any time for performance of an obligation shall be extended by time equal to the length of any delay attributable to such occurrence.
- 14.13 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- 14.14 Remedies Cumulative. Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 14.15 Attorney Fees. In the event of any dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its attorney fees and costs.
- 14.16 Dispute Resolution. Any dispute relating to this Agreement or any Work Schedule shall be resolved by binding arbitration commenced and conducted in accordance with the commercial arbitration rules of the American Arbitration Association in Bellevue, Washington. The award of the arbitrators may be entered in any court having jurisdiction over the party against whom enforcement is sought.
- 14.17 Conflicts with Agreement. In case of any conflict between the terms and conditions of a Work Schedule and the terms and conditions of this Agreement, this Agreement shall be controlling, except and only to the extent that (1) a Work Schedule expressly overrides a particular provision of this Agreement, identified by section number and heading; or (2) this Agreement expressly states that the Work Schedule shall govern as to a particular term or condition.
- 14.18 Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.
- 14.19 Caption. The titles of sections are for convenience only and do not define or limit

- 14.20 **Invalidity of Particular Provisions.** Any determination that any term, provision, condition, or other portion of this Agreement, or its application, is inoperative, invalid, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of this Agreement, nor shall such a determination affect the application of such term, provision, condition, or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid, or unenforceable, and as to such other persons or in such other circumstances it shall continue in full force and effect.

- 14.21 **Waiver.** Company’s failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the Company’s waiver or any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. The payment of compensation to the Contractor shall not be deemed a waiver of any right or the acceptance of defective performance.

- 14.22 **Executory Agreement.** This Agreement will not be considered valid until signed by both parties.

- 14.23 **Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MACRO.CCS, Inc.

Signature: _____

Signature: _____

Name: Marjie Peterson

Name: _____

Title: President

Title: _____

Date: _____

Date: _____