

## **TEAM TSI SUBCONTRACTOR AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2010 by and between Team TSI Inc., a Florida limited liability company, with principal offices at 1701 Kennedy Point, Suite 1009, Oviedo, Florida 32765 (Team TSI) and \_\_\_\_\_ located at \_\_\_\_\_ (Subcontractor).

### **ARTICLE I**

#### *Term of Agreement*

##### **Section 1.01**

This Agreement will become effective on the date stated above or if this agreement is entered via an online application on Team TSI's website, on the date that Team TSI acknowledges acceptance of such application by email or other written communication and will continue in effect on a month to month basis or so long as the parties shall agree in writing or until terminated in accordance with Article V.

### **ARTICLE II**

#### *Services To Be Performed by Subcontractor*

##### **Section 2.01**

“Work Statement” means a writing, including emails, describing the services to be provided and the timeframes in which such services must be completed.

##### **Section 2.02**

In accordance with all applicable Team TSI [Installation Specifications](#) then in effect, and any and all applicable end customer and vendor specifications and guidelines, Subcontractor shall perform the services specified in the Work Statements issued by Team TSI to Subcontractor. However, this is **not** a requirements contract and Team TSI is under no obligation to issue any Work Statements to Subcontractor. It is Subcontractor's duty to insure that Subcontractor has all relevant Team TSI, vendor, end-customer, and any other relevant specifications and guidelines prior to beginning any services. Subcontractor agrees any failure to adhere to applicable specifications and guidelines, regardless of whether Subcontractor received the specifications and guidelines, constitutes a material breach of this agreement.

##### **Section 2.03**

Subcontractor agrees that he is an independent contractor and not an employee. Subcontractor will determine the method, details and means of performing the above-described services but will perform all such work in accordance with any applicable specifications and guidelines.

##### **Section 2.04**

Subcontractor may, at Subcontractor's own expense, employ such assistants, as Subcontractor deems necessary to perform the services required of Subcontractor by this Agreement. Team TSI may not directly control or supervise Subcontractor in the performance of those services. However, Subcontractor shall insure that any persons utilized by Subcontractor have undergone a complete background check. Subcontractor warrants that it will not utilize any person who has been convicted of a felony or a crime of dishonesty within the previous seven (7) years.

### **Section 2.05**

Subcontractor shall provide daily updates on the progress of services performed pursuant to the Work Statement. On a daily basis, Subcontractor shall complete all paperwork, including updates to the Team TSI electronic database TSI Tracker, for the services performed that day (Daily Update). Each day's Daily Update must be completed by 9:00 a.m. eastern standard time the following day. The Daily Update may be provided by electronic mail or facsimile, and after a future date, by uploading it to TSI Tracker. Subcontractor understands and agrees that Subcontractor's compliance with this provision is essential to Team TSI's operations, as Team TSI may be required to provide similar daily progress reports to its vendors. Failure to comply with this provision shall constitute a material breach of this Agreement.

## **ARTICLE III**

### *Compensation*

#### **Section 3.01**

As full compensation for the services to be performed by Subcontractor, Subcontractor shall be paid the amounts listed in the applicable Team TSI standard rate sheet, attached or on file with Team TSI as Exhibit A, unless a different amount is listed in the applicable Work Statement, in which case the Work Statement controls. Subcontractor acknowledges and agrees that it is responsible to pay all sales taxes, value added taxes, fees or other charges that are or may be imposed by any state, federal, provincial, foreign or local government based on the services performed by Subcontractor.

#### **Section 3.02**

All payments made by Team TSI to Subcontractor are contingent upon Team TSI's verification that all work performed under this contract was performed in accordance with the applicable specifications and guidelines for the services performed and that the system installed or repaired is fully operational in the end-customer's vehicles, and that **any removed equipment has been returned to Team TSI or the applicable vendor. Subcontractor is responsible for any and all customer / vendor equipment not properly returned and will be charged accordingly.** Team TSI or its vendors may require, as part of the verification process, that installation and activation codes be received by Team TSI or its vendors and the installed equipment work properly prior to the Subcontractor being paid. Subcontractor must include any Team TSI or vendor installation and activation code ("Pass Code") on any invoice Subcontractor submits to Team TSI. If a Pass Code is required by Team TSI or its vendor, then Team TSI is under no obligation to pay any invoice that does not include an accurate Pass Code. Additionally, Team TSI will be under no obligation to pay Subcontractor until Team TSI, in its sole discretion, is fully satisfied that all work complies with this section and any applicable specifications and guidelines. Any deficiencies or delays caused by the Subcontractor's negligent or intentional acts or omissions are the responsibility of the Subcontractor.

In addition, Team TSI shall deduct a 25% late charge from the total amount due for the services outlined in the applicable Work Statement if all required paperwork, including but not limited to the Daily Updates, is not timely received and properly documented and supported with any required codes, and other required documentation at the required times. Daily Updates are due as required in Section 2.05. Final paperwork for any job must be submitted within twenty-four (24) hours of the job completion. Repeated failures to comply with either the Daily Update requirements of Section 2.05 or the final paperwork deadline shall subject Subcontractor to the 25% late charge.

### **Section 3.03**

Subcontractor shall submit invoices for payment at the completion of the services outlined in each Work Statement with the final paperwork referred to in Section 3.02. The invoices shall be sent via electronic mail, facsimile, or attached to the order within TSI Tracker.

Team TSI reserves the right to change this policy at any time and for any reason. Team TSI shall notify Subcontractor in writing of any change within thirty (30) days of such change.

## **ARTICLE IV**

### *Obligations of Subcontractor*

#### **Section 4.01**

During the term of this Agreement Subcontractor shall timely provide the specified services to Team TSI.

#### **Section 4.02**

Subcontractor shall perform the duties described by this Agreement in a workman like and professional manner with due diligence and in the best interest of Team TSI without delays or interruptions. Subcontractor, at Subcontractor's sole expense, shall correct services described by this Agreement which were performed incorrectly by Subcontractor and/or do not meet the applicable specifications or guidelines. Subcontractor acknowledges that time is of the essence and shall make such corrections as fast as is reasonably possible. Subcontractor warrants that all labor and materials shall be free of defect for a period of one year from the date Team TSI accepts any services provided under this Agreement. Subcontractor shall correct, repair, or replace any defective labor or materials within 10 business days of receiving written notification by Team TSI of such defect.

#### **Section 4.03**

Subcontractor warrants that Subcontractor and Subcontractor's employees and sub-contractors have received sufficient instruction and training for the performance of all services required under this Agreement. Subcontractor shall indemnify and hold harmless Team TSI, its owners, members, officers, directors, operators, employees, agents, parent, subsidiary, and affiliated companies from any and all claims, causes of action, counts, damages, costs, expenses, fees, including but not limited to attorney, expert, and consultant fees, and any other amounts arising out of or in any way relating to Subcontractor's failure to comply with this provision.

#### **Section 4.04**

It is agreed and understood that Team TSI's business and success depend upon the use and protection of confidential and proprietary information including, without limitation, information regarding Team TSI's products, customers, the marketing research and plans now being developed and Team TSI's corporate and financial structure and operations (collectively, the "Trade Secrets") to which Subcontractor will have access to and which Subcontractor acknowledges are not generally and publicly known and have commercial value. Subcontractor agrees that all Trade Secrets are and at all times, will remain the Team TSI's property and that Subcontractor will protect and preserve the confidentiality of all Trade Secrets. Subcontractor shall not use or disclose or permit any other person or entity to use or disclose Trade Secrets in any manner whatsoever at any time whatsoever (including after termination of this Agreement,

whether voluntary or involuntary) except as authorized in writing by Team TSI. Subcontractor acknowledges that all records, items, books, documents and materials whatsoever containing or relating to the Trade Secret materials are and at all times, will remain Team TSI's property. Subcontractor shall immediately deliver to Team TSI all Trade Secret materials within Subcontractor's possession or control upon the termination of this Agreement, whether voluntary or involuntary. In the event of a breach or a threatened breach of this paragraph, Subcontractor agrees that Team TSI shall be entitled to injunctive relief without posting a bond or other security, in addition to all other available remedies.

#### **Section 4.05**

Subcontractor shall not solicit for employment or contract with or employ the vendors, employees, contractors, subcontractors, or agents of Team TSI during the term of this Agreement, and for two (2) years following the termination of this Agreement. Nor shall Subcontractor solicit for employment or contract with or employ any former employee of Team TSI for two years following the date the former employee left the employment of Team TSI, or the maximum period permitted by applicable law, whichever is less. Notwithstanding the foregoing, it shall not be considered a breach of this Section, to publish or place in the public domain general advertisements for open positions for employment with Subcontractor.

Notwithstanding the foregoing, Subcontractor may perform installation services for the following vendors:

**VENDOR NAME    VENDOR ADDRESS**

Subcontractor shall not switch end-customers to its products or the products of its clients, suppliers, vendors, or customers resulting in the return of Team TSI's vendor's merchandise. If the wrong product is sold (example: navigation, display, or tracking units, etc.), Subcontractor shall ask the end-customer to return the product to Team TSI's vendor for an exchange. Upon completing the services required by this Agreement, all product packaging, instruction manuals, unused pieces or installation parts (example: fuses, instruction manuals, paperwork, cables, etc.) must be returned to the end-customer.

#### **Section 4.05**

Subcontractor agrees to secure necessary licenses, permits, and bonds required by applicable laws for the performance of its obligations hereunder and to report and pay all occupational or other license related taxes when due.

#### **Section 4.06**

Subcontractor, at Subcontractor's expense, will supply all tools, materials, and supplies necessary to perform the services under this Agreement. Where special equipment is utilized whether rented or furnished by Subcontractor, Subcontractor will be responsible for all rental charges and insurance.

#### **Section 4.07**

Subcontractor shall provide workers' compensation and employer's liability insurance in accordance with applicable laws of the State of Florida or the state in which Subcontractor is providing or performing the services outlined in the Work Statement and any other state in which Subcontractor is obligated to pay compensation to employees engaged in the performance or provision of services outlined in a Work Statement. The policy limit under the Employer's Liability Insurance section shall not be less than One Million Dollars (\$1,000,000) bodily injury by accident / \$1,000,000 bodily injury by disease / \$1,000,000 bodily injury by disease—each employee (\$1,000,000/\$1,000,000/\$1,000,000). The policy shall include a waiver of subrogation against "Team TSI, Inc. and its owners, members, directors, officers, employees, agents, and parent, subsidiary, and affiliated entities." Subcontractor further understands and agrees that neither it, nor any of its employees, officers, directors, agents, representatives, subcontractors, or other persons associated with Subcontractor in any way shall be entitled to any of the rights and privileges established for Team TSI's employees, including but not limited to retirement benefits; medical, life insurance or disability coverage; severance pay; and paid vacation or sick pay. Subcontractor understands and agrees that Team TSI will not pay or withhold from the compensation paid to Subcontractor any sums customarily paid or withheld for or on behalf of employees for income tax, unemployment insurance, social security, workers' compensation or any other withholding tax, insurance or payment, and all such payments as may be required by law are the sole responsibility of Subcontractor. Subcontractor agrees to indemnify and hold harmless Team TSI, its owners, members, officers, directors, operators, employees, agents, parent, subsidiary, and affiliated companies for any of such payments of liabilities for which Subcontractor may become liable with respect to such matters and any costs, damages, expenses, fees, including but not limited to attorney, expert, and consultant fees, arising out of or relating in any way to any claims, demands, causes of action or liability whatsoever arising out of or relating to any of the above listed taxes, benefits, or similar items related to worker's compensation, unemployment, income taxes, or similar matters relating to Subcontractor or its officers, directors, employees, agents, representatives, or others associated with Subcontractor in any way. This Agreement shall not be construed as a partnership agreement. Team TSI shall have no responsibility for any of Subcontractor's debts, liabilities or other obligations or for the intentional, reckless or negligent acts or omissions of Subcontractor or Subcontractor's employees or agents.

#### **Section 4.08**

Subcontractor agrees to defend, indemnify and hold harmless Team TSI, its owners, members, directors, officers, employees, agents, and parent, subsidiary, and affiliated entities from and against any and all claims, liability, loss and expense, including reasonable attorney's fees and court costs, made against or incurred by Team TSI arising out of, resulting from, or in any way related to breach of any provision of this Agreement and/or Subcontractor's negligent performance of work under this Agreement or any other negligent, reckless, or intentional acts of Subcontractor, its employees, agents, and representatives, including subcontractors, suppliers, or others associated with Subcontractor in any way, including but not limited to any and all expenses, claims, demands, or causes of action arising on account of liens, encumbrances, damage to or loss of property, or injury to or death of any person or persons arising out of Subcontractor's breach or negligence.

#### **Section 4.09**

Subcontractor shall provide the following insurance and proof thereof, naming Team TSI, Inc., its owners, members, directors, officers, employees, agents, and parent, subsidiary, and affiliated entities as additional insured's:

(i) Commercial General Liability Insurance covering the services in a Work Statement, the performance and provision of the services in a Work Statement and everything incidental thereto,

with limits of not less than One Million Dollars (\$1,000,000.00) aggregate, combined single limit, or in whatever higher amounts as may be required by Team TSI from time to time by notice to Subcontractor, and extended to cover: (a) Contractual Liability assumed by Subcontractor under this Agreement, with defense provided in addition to policy limits for indemnities of the named insured; (b) if any of the services are subcontracted, Independent Contractor Liability providing coverage in connection with such portion of the services which may be subcontracted; (c) Broad Form Property Damage Liability; (d) Products and Completed Operations; (e) waiver of subrogation against all parties named as additional insured (f) severability of interest provision, and (g) Personal Injury and Advertiser Liability.

(ii) Automobile Liability Insurance including coverage on owned, hired and non-owned automobiles with bodily injury and property damage limits of not less than \$100,000 per person bodily injury / \$300,000 per accident Bodily Injury / \$100,000 property Damage on Auto Liability and list personal vehicles as business use. The policy shall include a waiver of subrogation against all parties named as additional insureds.

(iii) If trucks are used in connection with the performance of the services, All Risk Motor Truck Cargo Insurance with limits of not less than One Million Dollars (\$1,000,000) including reconstruction coverage in an amount of not less than One Million Dollars (\$1,000,000), with no per item limit, covering property of Team TSI, and Team TSI's vendor and end-customer while on the premises of, in transit with or otherwise in the possession of Subcontractor or its personnel, agents, or subcontractors. This policy shall: (a) have no coverage limitations, exclusions or warranties other than standard exclusions for war, nuclear accident and breakage; (b) have a deductible acceptable to Team TSI; and (c) name Team TSI as loss payee and as the insured under a guarantee of payment endorsement.

Mobile Electronics specific conditions: Each physical installation location is required to carry a current Garage Keepers insurance policy in amounts satisfactory to Team TSI. Proof of Liability insurance, naming Team TSI as additionally insured, must be provided.

#### **Section 4.10**

Subcontractor shall keep Team TSI fully advised and informed at all times with respect to the performance of the services and the results obtained therefrom. Additionally, within one (1) hour of Subcontractor becoming aware of any accidents, losses, threatened claims, claims, liens and other encumbrances arising out of, or in connection with, Subcontractor's services, Subcontractor shall notify Team TSI in writing of all the relevant facts and details behind events or occurrences giving rise thereto.

#### **Section 4.11**

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Subcontractor without the prior written consent of Team TSI. Consent to any such assignment shall not relieve Subcontractor of any liability for the full performance of this Agreement.

#### **Section 4.12**

Subcontractor shall perform the services required hereunder in accordance with the highest ethical standards. Subcontractor shall fully comply with the requirements of any applicable laws, regulations, rules and orders of any governmental body having jurisdiction over any aspect of performance under this Agreement. Subcontractor shall indemnify, defend, and hold Team TSI its owners, members, directors, officers, employees, agents, and parent, subsidiary, and affiliated

entities harmless from and against any liability, cost, expense, attorneys' fees, citation, fine, penalty and liability of every kind and nature which might be imposed by reason of any asserted or established violation of such laws, orders, rules, or regulations by Subcontractor or its employees or its sub contractors or agents.

## **ARTICLE V**

### *Termination of Agreement*

#### **Section 5.01**

Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time without cause by giving thirty (30) days prior written notice to the other party. Unless otherwise terminated as provided herein, this agreement shall continue in force until expiration.

#### **Section 5.02**

This Agreement may be terminated immediately by Team TSI upon the occurrence of any of the following events:

1. Subcontractor's failure to perform as provided in the "Description of Services";
2. Bankruptcy or insolvency of Subcontractor;
3. Assignment of this Agreement by Subcontractor without consent of Team TSI;
4. Upon Subcontractor's failure to maintain insurance coverage required Hereunder;
5. Failure of Subcontractor to comply with Federal/State regulations;
6. Disclosure of Team TSI/confidential information or Trade Secrets to a third party without written consent of Team TSI;
7. Any material breach of any term or provision of this Agreement.

## **ARTICLE VI**

### *General Provisions*

#### **Section 6.01**

Unless otherwise specified herein, notices to be given hereunder by either party to the other may be affected in writing by personal delivery, by mail, registered or certified, or by e-mail. Mailed notices shall be addressed as follows:

Notice to Team TSI: 1701 Kennedy Point, Suite 1009, Oviedo, Florida 32765 or such other address as Team TSI may designate from time to time.

Notice to Subcontractor: the address identified by Subcontractor in its initial request to become a subcontractor or such other address as Subcontractor may designate in writing to Team TSI.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after proper mailing.

#### **Section 6.02**

This Agreement supersedes any and all prior agreements, either oral or written, between the

parties hereto with respect to the rendering of services by Subcontractor for Team TSI and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, whether orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if in writing and signed by the party to be charged.

**Section 6.03**

The provisions of this Agreement are severable. If any one or more of the provisions of this Agreement are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

**Section 6.04**

This Agreement and all matters arising out of or relating to this Agreement shall be governed by internal laws of the State of Florida without giving effect to any choice of law rule, and shall be tried solely in a state or federal court of or in Orange or Seminole County, Florida. The Parties hereby irrevocably consent to the jurisdiction and venue of such courts.

**Section 6.05**

Sections 4.02, 4.04, 4.08, and 4.09 survive termination of this agreement.

**Agreement to the terms and conditions hereof may be acknowledged by clicking “accept” or “agree” or a similar electronic button in an electronic application on Team TSI’s website and doing so shall constitute Subcontractor’s signature on this Agreement as if Subcontractor had printed this agreement and signed it by hand. Team TSI may accept the terms of the agreement by acknowledging acceptance of a Subcontractor online application via Email or other written communication, electronic or otherwise.**

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

**Team TSI, Inc. SubContractor**

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

Name: Craig Finlay Name: \_\_\_\_\_

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

# TEAM TSI INSTALLATION SPECIFICATIONS

## Vehicle Installation Requirements

Subcontractor shall perform the services in a Work Statement, while ensuring that it adheres to Team TSI's Vendor and end-customer current vehicle installation guide, practices, service bulletins and training, in accordance with the following:

- The minimum quality level for crimp on style wire connectors will be seamless copper inside with nylon outer insulation.
- All crimps will be made using ratcheting crimpers.
- All (+) power connections will be fused within 4 inches of the connection point
- Fuse holders will be automotive grade ATC style with a tethered water resistant cap and incorporated wire leads that are a minimum 18 gauge wire.
- All connections will be made using the Poke-and-Wrap method. 2 zip ties will be used- one on the joint of the connection and one an inch down holding the 2 wires together.
- Constant (+) power connections must be true constant power. True constant power is defined as a power source that is always energized regardless of the vehicles key position. If the vehicle incorporates a master battery cutoff switch the above definition only applies when the master battery cutoff switch is in the on position.
- Ignition (+) power connections must be true ignition. True ignition is defined as a power source that is energized while the vehicles switch is in the ignition on and cranking position.
- Tamper seal will be applied to the following: all power connections, fuse holders, ground screw, all harnesses and antenna connections at unit, mounting screws at unit.
- All wires ran outside a vehicle must be in automotive grade plastic loom and if possible the loom must begin at least one inch inside the vehicle before it leaves the vehicle.
- Any wire passing through metal or any rough or sharp material will have a rubber or plastic grommet installed so as to protect the wire from damage.
- Any wire extensions must be a minimum 18 gauge automotive grade wire and be no longer than 25 feet.
- Any wire extensions longer than 25 feet will require 16 gauge wire.
- Subcontractor will upgrade all 18 gauge wiring applications on an as needed basis depending on the application.

If Subcontractor has any reason to believe the work they have been asked to perform by Team TSI is unsafe or inappropriate in any way, Subcontractor will not proceed and shall contact Team TSI immediately.

## **Wi-Fi requirements**

When installing Wi-Fi equipment that requires penetrating buildings, side walls shall have priority over roofs. Any building penetrations must be properly sealed. And lightning protection used when required.

All data runs will be installed per BICSI standards.

All data connections shall be terminated per TIA/EIA standards, either "A" or "B" depending on customer preference or existing data network.

When installing external antennas they shall not be installed near any lighting.

When installing data cabling it will not be affixed or ran with any electrical wiring.

Power over Ethernet device must be installed with Cat 5 wire run within a distance of 328 feet or less from the access point.

Cat 5 service loop must be at least 1 meter in length under the access point.

Drip loops must be installed under any outside wall penetration.

Cat 5 shall not be zip tied, secured, fastened, or in any way attached to any fire system sprinkler pipe.

Lightning arresters must be installed on all outdoor antenna connections at the access point.

All outside Cat 5 connections must be properly insulated and ensure a water tight seal.

All data runs will be properly tested to insure functionality.

Access points should be mounted where they least interfere with operations at the customer's location.

Site contact will be made aware of mounting locations as well as coverage once install is complete.

All projects requiring on site configuration are completed by qualified technicians backed up by our tech support staff.

Every device staged and configured by Subcontractor will be double checked to work within the parameters provided by the customer.

After installation all devices will be powered up and checked for functionality via a telnet session or ping.

Post installation Wi-Fi site survey and coverage verification to validate installed coverage is the same as the coverage requested by the customer.

Wi-Fi coverage tests can be done with either our tech's laptop and software or the hardware specified by the customer, given it has a coverage testing mode.

If Subcontractor has any reason to believe the work they have been asked to perform by Team TSI is unsafe or inappropriate in any way, Subcontractor will not proceed and shall contact Team TSI immediately.