

# **CANNON SYSTEM DESIGN LLC CONTRACTOR TERMS & CONDITIONS**

*Last Updated: 07/28/2025*

These Contractor Terms & Conditions (these "Terms") govern the relationship between Cannon System Design LLC, a Texas limited liability company, with its principal business address at 950 Post and Paddock Rd, Grand Prairie, TX 75050 ("Company"), and any individual or entity that performs services for Company as an independent contractor ("Contractor"). By submitting any contractor onboarding form, Direct Deposit / ACH Authorization form, work acceptance, Work Order acceptance, or other electronic registration or acknowledgment to perform services for Company, Contractor agrees to be legally bound by these Terms.

Company is a Texas-based information technology and audio/visual company providing IT security, IT managed services and support, audio/visual design and installation, security camera and cabling installation, and related project-based services.

Company may from time to time engage Contractor as an independent contractor to perform certain services for Company's customers on a project basis pursuant to these Terms. These Terms may be referred to as the "CSD Contractor Agreement" or "Contractor Terms & Conditions" when posted online at <https://www.qr.cannonsystem.design/contractor-agreement>. Individual project details will be set out in one or more separate written work orders or statements of work that incorporate and are governed by these Terms.

## **1. Engagement of Contractor & Scope of Services.**

**1.1. Engagement.** Subject to the terms and conditions of this Agreement, Company may from time to time engage Contractor to perform information technology security, IT support and managed services, audio/visual services, cabling, security camera installation, and other related services for Company's customers (collectively, the "**Services**"). The Services may include, without limitation, pulling cable, installing security cameras and related equipment, audio/visual installation, IT security implementation, configuration work, testing, troubleshooting, and other related tasks specified in one or more Work Orders (as defined below).

**1.2. Work Orders / Statements of Work.** Each specific engagement of Contractor to perform Services will be governed by a written work order, statement of work, project assignment, or similar document (each, a "**Work Order**" or "**Statement of Work**") that references this Agreement. Each Work Order or Statement of Work shall, as applicable, specify:

- (a) the scope of Services and deliverables to be provided by Contractor;
- (b) the name of the applicable Company customer and the project site location(s);
- (c) the schedule for performance, including start date, deadlines, and any milestones;

(d) the compensation structure and applicable rates (for example, hourly, daily, per-drop, per-device, flat fee, or other structure) and any estimates;

(e) any reimbursable expenses and applicable approval and documentation requirements; and

(f) any project-specific requirements, variations, or additional terms, including any retainage or pay-when-paid or pay-if-paid terms, if applicable.

No Work Order shall be effective unless and until it is agreed to by both Parties, which may be accomplished by physical signature, electronic signature, or other electronic acceptance method specified by Company.

**1.3. Allocation of Responsibilities.** For each project under a Work Order:

(a) Company will define the required results, customer requirements, general scope of work, what is to be installed or delivered, completion deadlines, and site locations.

(b) Contractor will be solely responsible, at its own expense (except as otherwise expressly set forth in a Work Order), for planning, organizing, managing, and performing all work necessary to achieve the required results, including determining the manner, means, methods, sequences, personnel, and procedures for performing the Services, subject only to: (i) this Agreement, (ii) the applicable Work Order, and (iii) any applicable site rules, customer rules, and applicable laws.

(c) Contractor shall perform the Services in accordance with all written specifications, drawings, schedules, instructions, modifications, and change orders provided or approved by Company and any written requirements of the applicable customer that are communicated to Contractor by Company.

**1.4. No Guarantee of Work.** Contractor acknowledges and agrees that:

(a) Company does not guarantee Contractor any minimum number of Work Orders;

(b) Company does not guarantee any minimum project volume, number of hours, or level of earnings; and

(c) Company may, in its sole discretion, perform work itself, engage other contractors, or allocate work among multiple contractors or vendors as it deems appropriate.

Nothing in this Agreement shall be construed as an exclusive engagement or as requiring Company to issue any particular number of Work Orders to Contractor.

**2. Independent Contractor Relationship.**

**2.1. Status.** Contractor is and shall at all times be an independent contractor and not an employee, partner, joint venturer, or agent of Company. Nothing in this Agreement or in any Work Order shall be construed to create any employer-employee, partnership, joint venture, or agency relationship between Company and Contractor or any Contractor Personnel (as defined in Section 5.3). Contractor has no authority to, and shall not, bind Company to any obligation,

contract, or commitment or make any representation or warranty on behalf of Company, except to the limited extent expressly authorized in a separate written instrument signed by an authorized representative of Company.

Contractor is solely responsible for and shall retain full control over the manner and means by which the Services are performed, subject only to the specifications, deadlines, site rules, customer requirements, and quality standards set forth in this Agreement and any applicable Work Order. Contractor is free to provide services to other clients, including potential or actual competitors of Company, provided that Contractor complies at all times with its obligations under this Agreement, including confidentiality, non-solicitation, and non-service obligations set forth in Section 6.

**2.2. Control of Work / Schedule.** Subject to the project schedules, deadlines, milestones, and site-access or customer scheduling constraints communicated by Company or set forth in a Work Order, Contractor shall determine its own work schedule and staffing for each project. Contractor shall be responsible for ensuring that the Services are completed in a timely and professional manner consistent with the applicable Work Order and this Agreement.

**2.3. Other Clients.** Contractor may, during the term of this Agreement, simultaneously perform services for other clients, so long as such activities do not:

- (a) interfere with Contractor's timely and professional performance of the Services for Company; or
- (b) result in a breach of Contractor's confidentiality obligations or the customer non-solicitation and non-service obligations set forth in Section 6.

**2.4. No Employee Benefits.** Neither Contractor nor any Contractor Personnel shall be entitled to participate in or receive any employee benefits provided by Company to its employees, including without limitation health insurance, retirement plans, paid time off, sick leave, or any other fringe benefits. Contractor agrees that it will not claim or seek any such benefits from Company and will not characterize its relationship with Company as one of employment for any purpose.

**2.5. Taxes, Withholdings, and Responsibilities.** Contractor acknowledges and agrees that it is solely responsible for all federal, state, and local taxes and other obligations related to any compensation paid under this Agreement, including but not limited to income taxes, self-employment taxes, Social Security and Medicare contributions, unemployment taxes, and any similar obligations for Contractor and Contractor Personnel. Contractor understands and agrees that Company will not withhold or pay any such taxes or obligations on behalf of Contractor or any Contractor Personnel.

Contractor shall indemnify, defend, and hold harmless Company and its affiliates, and their respective officers, directors, managers, members, employees, and agents, from and against any and all claims, liabilities, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of or relating to Contractor's failure to properly report, pay, or withhold any such taxes or comply with any related obligations.

**2.6. No Authority to Bind Company.** Without limiting Section 2.1, Contractor shall not enter into any contract on behalf of Company, extend warranties on Company's behalf, make any promises or representations to customers or third parties regarding Company or its products or services, or otherwise purport to bind Company in any way, unless expressly authorized in advance in a written instrument signed by an authorized representative of Company.

### **3. Term, Work Orders & Termination.**

**3.1. Term.** The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated by either Party in accordance with this Section 3.

**3.2. Work Orders.** Each project or assignment for which Contractor is engaged shall be governed by a separate, mutually agreed Work Order. A Work Order shall be effective only when accepted by both Parties, which acceptance may occur by physical or electronic signature or by such other electronic acceptance or onboarding process as Company specifies in writing (including online acceptance).

**3.3. Hierarchy of Terms.** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Work Order, the terms of this Agreement shall control, except to the extent that a Work Order expressly states that it is intended to override a specific provision of this Agreement for that particular Work Order, in which case such specific provision of the Work Order shall control solely for that Work Order.

**3.4. Termination for Convenience.** Either Party may terminate this Agreement for convenience upon **seven (7)** days' prior written notice to the other Party. Unless the terminating Party's notice expressly states otherwise, termination of this Agreement shall not automatically terminate any then-open Work Orders, and such Work Orders shall continue in effect until completed, expired by their terms, or terminated in accordance with this Section 3. Either Party may terminate an individual Work Order for convenience upon **thirty (30)** days' prior written notice to the other Party, without terminating this Agreement or any other Work Order.

**3.5. Termination for Cause.** Either Party may terminate this Agreement and/or one or more Work Orders immediately upon written notice to the other Party for "**Cause.**" For purposes of this Agreement, "**Cause**" means:

(a) a material breach of this Agreement or any Work Order by the other Party that, if curable, is not cured within thirty (30) days after the breaching Party's receipt of written notice reasonably describing the breach;

(b) fraud, dishonesty, or willful misconduct by the other Party relating to this Agreement, any Work Order, or the Services;

(c) serious or repeated safety violations or violations of law by the other Party (or, with respect to Contractor, by Contractor Personnel) that create a material safety risk and that are not promptly cured, if curable, or that are not reasonably curable by their nature;

(d) repeated failure by Contractor to meet reasonable quality standards, deadlines, or Work Order requirements after at least one prior written notice describing such failures;

(e) the loss, suspension, or material restriction of any license, permit, insurance, or other authorization required for Contractor to perform the Services; or

(f) Contractor's breach of its independent contractor obligations (including misclassification issues), confidentiality obligations, or the customer non-solicitation and non-service obligations set forth in Section 6.

Termination of a specific Work Order for Cause shall not, by itself, terminate this Agreement or any other Work Order, unless the terminating Party expressly states in its notice that it is also terminating this Agreement and/or one or more additional Work Orders.

**3.6. Effect of Termination.** Upon any expiration or termination of this Agreement or any Work Order:

(a) Contractor shall be entitled to payment, in accordance with Section 4 and the applicable Work Order, for properly completed and accepted Services actually performed through the effective date of termination. Contractor shall not be entitled to any payment for work not performed, lost profits, or consequential or special damages as a result of any termination permitted under this Agreement.

(b) Contractor shall promptly return to Company all property, equipment, materials, documents, data, keys, badges, access devices, credentials, and other items belonging to Company or its customers, including any copies thereof, within seven (7) days of termination. Contractor shall cease all access to and use of any Company or customer systems or facilities within the same timeframe.

(c) The following provisions, and any other provisions which by their nature should reasonably survive, shall survive expiration or termination of this Agreement and any Work Order: Sections 2, 3.5, 3.6, 4.3, 4.4, 4.5, 5.3, 5.4, 6, 7, 8, 9, 10, 11, 12, and 13.

#### **4. Compensation, Invoicing & Taxes.**

**4.1. Compensation.** Contractor's compensation for the Services shall be as specified in each applicable Work Order. Compensation may be structured using one or more of the following methods, as applicable:

(a) such other agreed structure as may be described in the Work Order (including, for example, per-incident, per-ticket, or per-visit rates).

No compensation shall be owed except as expressly provided in an applicable Work Order.

**4.2. Invoicing Requirements.** Contractor shall submit invoices only to Company and shall not invoice or seek payment from any Company customer, except as Company may expressly authorize in a separate written instruction. Company may specify invoicing procedures (including electronic invoicing, email, portals, or other methods) and may update such procedures from time to time upon notice to Contractor.

Each invoice submitted by Contractor shall:

- (a) reference the applicable Work Order;
- (b) describe in reasonable detail the Services performed, including dates, locations, and general tasks;
- (c) separately list and describe any reimbursable expenses that were pre-approved in writing by Company, and include reasonable supporting documentation (such as receipts) for such expenses; and
- (d) comply with any additional reasonable invoicing instructions or requirements provided by Company in writing.

**4.3. Payment Terms.** Company shall pay all undisputed amounts within thirty (30) days after the later of:

- (a) Company's receipt of a proper, complete, and correct invoice in compliance with Section 4.2, and
- (b) Company's confirmation that the applicable Services have been completed and accepted by Company (and, if applicable, by the customer, when such acceptance is expressly required in the Work Order).

Company shall have 90 days after receipt of an invoice (the "**Dispute Period**") to review and dispute any portion of such invoice. If Company disputes any portion of an invoice in good faith, Company shall:

- (a) notify Contractor within the Dispute Period of the disputed amount and the basis for the dispute in reasonable detail; and
- (b) pay any undisputed portion of the invoice in accordance with this Section 4.3.

Contractor acknowledges and agrees that Contractor's sole recourse for any disputed or unpaid amounts is against Company and not against any Company customer, and that any such disputes shall be resolved solely in accordance with Sections 8 and 9. Contractor shall not seek or accept payment from any customer for any Services performed under this Agreement, except as expressly authorized in writing by Company.

**4.4. Taxes.** As between the Parties, Contractor is solely responsible for all taxes and similar obligations relating to compensation paid under this Agreement, as described in Section 2.5. Company shall not withhold or remit any such taxes on Contractor's behalf. Contractor shall indemnify and hold Company harmless from any claims or penalties relating to Contractor's failure to properly pay such taxes, as further described in Section 2.5.

**4.5. Retainage / Pay-When-Paid.** If a Work Order includes any retainage, holdback, pay-when-paid, pay-if-paid, or other payment timing terms tied in whole or in part to Company's receipt of payment from a customer, such terms must be expressly stated in that Work Order and shall apply only as described therein. In the absence of such express terms in a Work Order, no retainage, holdback, pay-when-paid, or pay-if-paid provisions shall apply to that Work Order.

## **5. Tools, Expenses & Personnel.**

**5.1. Tools and Equipment.** Except where a Work Order expressly provides otherwise, Contractor shall furnish, at its own expense, all labor, tools, equipment, vehicles, devices, and supplies necessary to perform the Services in a safe, timely, and professional manner. Any tools, equipment, materials, or other items provided by Company to Contractor or Contractor Personnel are and shall remain the property of Company, shall be used only as directed by Company and only for purposes of performing the Services, and shall be returned to Company promptly upon completion of the applicable Services or upon Company's request.

**5.2. Expenses.** Except as expressly stated in a Work Order, Contractor shall be solely responsible for all expenses incurred in performing the Services, including but not limited to travel, mileage, vehicle expenses, tools, consumables, lodging, meals, and communications. Any expenses that are to be reimbursed by Company must:

- (a) be expressly identified as reimbursable in the applicable Work Order or be separately pre-approved in writing by Company; and
- (b) be supported by reasonable documentation (such as receipts or expense reports) reasonably acceptable to Company.

Company shall have no obligation to reimburse any expenses that are not pre-approved in writing or that are not properly documented.

**5.3. Personnel & Subcontractors.** Contractor shall be solely responsible for:

(a) recruiting, hiring, training, supervising, directing, and compensating all of its employees, agents, subcontractors, and other personnel who perform Services under this Agreement (collectively, "**Contractor Personnel**");

(b) ensuring that all Contractor Personnel comply with this Agreement, all applicable Work Orders, and all site rules, safety requirements, and customer policies communicated to Contractor; and

© all employment-related obligations for Contractor Personnel, including wages, benefits (if any), taxes, withholdings, workers' compensation, unemployment insurance, and any other legally required obligations.

Contractor acknowledges and agrees that no contractual or employment relationship exists between Company and any Contractor Personnel. Contractor shall be fully responsible for all acts and omissions of Contractor Personnel as if they were the acts and omissions of Contractor.

**5.4. Site Rules, Safety & Background Requirements.** Contractor shall ensure that all Contractor Personnel:

(a) comply with all reasonable site rules, safety requirements, security procedures, and customer policies communicated by Company or the applicable customer;

(b) use all required personal protective equipment and safety devices; and

(c) follow all applicable federal, state, and local laws and regulations and any relevant industry standards relating to workplace safety, conduct, and performance of the Services.

Company and/or the customer may, in their reasonable discretion, request the removal of any Contractor Personnel from a site or project for failure to comply with site rules or for misconduct or performance issues, and Contractor shall promptly comply with such request and, if feasible, replace such personnel as necessary without additional charge to Company.

If a customer requires background checks, security clearances, drug testing, or similar requirements for access to its facilities or systems, Contractor shall ensure that Contractor Personnel satisfy such requirements, and Contractor shall be responsible for any associated costs unless otherwise expressly stated in a Work Order.

## **6. Customer Non-Solicitation / Non-Service & Contact Restrictions.**

**6.1. Restricted Customers (Definition).** For purposes of this Agreement, "**Restricted Customers**" means:

(a) any customer or end client of Company for whom Contractor or any Contractor Personnel has performed any Services under this Agreement or any Work Order; and

(b) any customer or end client of Company whose identity, contact information, or customer-specific information Contractor learns in connection with performing Services for Company, whether or not Contractor ultimately performs any work for that customer.

**6.2. Use of Customer Contact Information.** Contractor shall not:

(a) request, collect, record, retain, or store any Restricted Customer contact information for Contractor's own purposes or for any third party, except to the limited extent strictly necessary to perform the Services under this Agreement;

(b) use any Restricted Customer contact information for any purpose other than performing Services for Company pursuant to this Agreement and applicable Work Orders; or

(c) provide Contractor's personal or business contact information to any Restricted Customer for purposes of obtaining or soliciting future work or direct business outside of Company's involvement.

If any Restricted Customer requests Contractor's direct contact information or attempts to engage Contractor directly for any services (whether or not similar to the Services), Contractor shall promptly and exclusively refer such customer back to Company and shall provide only Company's contact information as directed by Company.

**6.3. Prohibition on Providing Contractor Contact Information.** Without limiting Section 6.2(c), Contractor shall not provide its own direct contact details (personal or business) to any Restricted Customer for purposes of pursuing or conducting work, projects, or service engagements outside of Company. Contractor shall direct all such inquiries to Company and shall cooperate with Company in maintaining Company as the customer's point of contact.

**6.4. Non-Solicitation and Non-Service Obligation (3-Year Tail).** During the term of this Agreement and for a period of three (3) years following the last date on which Contractor or any Contractor Personnel performed any Services for a particular Restricted Customer through Company, Contractor shall not, directly or indirectly, for itself or for or through any other person or entity:

(a) solicit, induce, or attempt to solicit or induce any Restricted Customer to obtain services from Contractor or any third party instead of from Company;

(b) accept, perform, or provide any services (whether or not similar to the Services) for any Restricted Customer; or

(c) enter into or attempt to enter into any direct contract, arrangement, or engagement with any Restricted Customer.

If any Restricted Customer contacts Contractor directly to request or discuss services, Contractor shall decline such request and promptly refer the Restricted Customer to Company.

**6.5. Scope and Application.** The restrictions in this Section 6 apply regardless of geography, service type, or method of communication, so long as the customer or end client qualifies as a Restricted Customer. Notwithstanding the foregoing, if Contractor can demonstrate with contemporaneous written records that a particular customer was an existing client of Contractor prior to Contractor's first engagement involving Company or any Work Order relating

to such customer, then such customer shall not be deemed a Restricted Customer solely by virtue of this Agreement.

**6.6. Enforcement.** Contractor acknowledges that a breach of this Section 6 may cause irreparable harm to Company for which monetary damages may be difficult to ascertain or inadequate. Accordingly, in addition to any other remedies available at law or in equity, Company shall be entitled, to the fullest extent permitted by law, to seek injunctive relief, specific performance, or other equitable remedies (without the necessity of proving actual damages or posting a bond or other security, to the extent permitted by law) to enforce the provisions of this Section 6.

If any court of competent jurisdiction determines that any provision of this Section 6 is invalid or unenforceable in whole or in part, such court shall have the authority to modify the duration, geographic scope, or other aspects of such provision to the minimum extent necessary to make it valid and enforceable, and such provision shall be enforced as so modified.

## **7. Confidentiality, Data Security & Intellectual Property.**

**7.1. Confidential Information (Definition & Obligations).** For purposes of this Agreement, "**Confidential Information**" means any non-public or proprietary information of Company or its customers, in whatever form or medium, whether oral, written, electronic, or otherwise, including without limitation: technical information; business plans and strategies; pricing and financial information; customer lists; project details; network diagrams; security configurations; camera feeds; access credentials; passwords; proprietary tools or processes; and any other information that Contractor learns, receives, or has access to in connection with performing the Services.

Confidential Information does not include information that Contractor can demonstrate by written records: (a) was already known to Contractor without confidentiality obligations prior to disclosure by Company or its customer; (b) becomes publicly available through no breach of this Agreement by Contractor or Contractor Personnel; (c) is independently developed by Contractor without use of or reference to Confidential Information; or (d) is received from a third party who is not, to Contractor's knowledge, in breach of any obligation of confidentiality to Company or its customer.

Contractor shall:

(a) keep all Confidential Information strictly confidential and use it solely as necessary to perform the Services under this Agreement and applicable Work Orders;

(b) not disclose Confidential Information to any third party, except to Contractor Personnel who have a need to know such information to perform the Services and who are bound by written confidentiality obligations at least as protective as those set forth in this Agreement;

(c) implement reasonable safeguards to protect Confidential Information from unauthorized access, use, or disclosure; and

(d) not copy, store, or retain customer access credentials, passwords, or security information beyond what is necessary to perform the Services, and shall securely delete or return such information upon completion of the applicable Services or termination of this Agreement, as instructed by Company.

**7.2. Data Security.** When accessing or handling any Company or customer systems, networks, or data, Contractor shall comply with reasonable industry-standard security practices and any specific security requirements communicated by Company or the customer. Contractor shall not:

(a) access any systems, networks, or data that Contractor is not expressly authorized to access;

(b) share access credentials or passwords with unauthorized persons; or

(c) use any access provided for any purpose not directly related to performing the Services under this Agreement.

Contractor shall promptly notify Company in writing upon becoming aware of any suspected or actual security incident, data breach, or unauthorized access involving Company or customer systems or data, and shall cooperate with Company in investigating and remediating such incident as reasonably requested.

**7.3. Work Product & Intellectual Property.** All work product, deliverables, configurations, documentation, drawings, reports, code, diagrams, and other items created, developed, or delivered by Contractor or Contractor Personnel specifically for Company or its customers in the course of performing the Services under a Work Order (collectively, "**Work Product**") shall be owned by Company or, if Company so specifies, by the applicable customer.

**7.4. Indemnification by Contractor.** Contractor shall defend, indemnify, and hold harmless Company, its affiliates, and their respective members, managers, officers, directors, employees, agents, and customers from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

(a) any bodily injury, death, or damage to real or personal property caused by or resulting from the acts or omissions of Contractor or any Contractor Personnel;

(b) any breach or alleged breach of this Agreement or any Work Order by Contractor or any Contractor Personnel;

(c) any violation of applicable law, regulation, ordinance, or industry standard by Contractor or any Contractor Personnel;

(d) any security incident, data breach, unauthorized access, or misuse of Company or customer systems, data, or Confidential Information caused by or attributable to Contractor or Contractor Personnel;

(e) any claim that Contractor Materials or other materials, tools, software, or methodologies provided by Contractor infringe, misappropriate, or otherwise violate any intellectual property or proprietary rights of a third party; or

(f) any act or omission of Contractor Personnel.

This indemnification obligation shall apply regardless of whether the claim arises in tort, contract, statute, or equity, and shall survive expiration or termination of this Agreement.

To the extent any Work Product does not automatically vest in Company (or the applicable customer) by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Company (or, if directed by Company in writing, to the applicable customer) all right, title, and interest in and to such Work Product, including all associated intellectual property rights.

Notwithstanding the foregoing, Contractor shall retain ownership of any pre-existing tools, software, templates, methodologies, or know-how that Contractor owned or developed prior to or outside the scope of this Agreement ("**Contractor Materials**"). To the extent any Contractor Materials are incorporated into the Work Product or are reasonably necessary for Company or its customer to use the Work Product, Contractor hereby grants to Company and its customers a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license (with the right to sublicense) to use, reproduce, display, perform, modify, and distribute such Contractor Materials as part of or in connection with the Work Product.

## **8. Dispute Handling, Customer Non-Involvement & Remedies.**

**8.1. Contractor Disputes Between Company and Contractor Only.** For purposes of this Agreement, "**Contractor Disputes**" means any dispute, controversy, or claim arising out of or relating to this Agreement, any Work Order, the Services, or any related payments, invoices, or alleged breaches. All Contractor Disputes are solely between Company and Contractor. Contractor shall not involve or attempt to involve any Company customer in any Contractor Dispute, except as Company may expressly request or authorize in writing.

**8.2. Prohibited Customer Involvement.** Without limiting the foregoing, Contractor shall not:

(a) contact or communicate with any Company customer for the purpose of pressuring, influencing, or attempting to resolve any Contractor Dispute;

(b) disclose to any customer any information about Contractor's invoices, payment disputes, claims, or other Contractor Disputes with Company; or

(c) request, demand, or accept any payment directly from any customer in connection with Services performed under this Agreement, unless expressly authorized by Company in a prior written instruction.

**8.3. No Repossession or Removal of Materials or Work.** Contractor acknowledges and agrees that it has no right to repossess, remove, disable, damage, or otherwise interfere with any materials, equipment, systems, or work installed, delivered, or performed at or for any customer site in connection with the Services, including as any form of **"self-help"** remedy in response to alleged non-payment or other disputes. Contractor's sole remedies for any alleged non-payment or breach by Company are the remedies available against Company pursuant to this Agreement and applicable law.

**8.4. No Liens or Claims Against Customers.**

Contractor's contractual relationship is solely with Company and not with any Company customer. To the fullest extent permitted by applicable law, Contractor shall not:

**8.5. Limitation of Liability.**

To the maximum extent permitted by applicable law, Company shall not be liable to Contractor for any indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation lost profits, loss of business, or loss of future revenue, arising out of or relating to this Agreement, any Work Order, or the Services, even if Company has been advised of the possibility of such damages.

Company's total aggregate liability to Contractor for any and all claims arising out of or relating to this Agreement or the Services shall not exceed the total compensation actually paid by Company to Contractor under the applicable Work Order(s) giving rise to the claim during the six (6) months preceding the event giving rise to liability.

Nothing in this Section shall limit Contractor's obligations under Sections 2.5, 6, 7, or 7.4.

- (a) file, record, or assert any mechanic's lien, materialman's lien, or similar security interest **against any property interest of any Company customer** arising from the Services;
- (b) bring or maintain any legal or equitable proceeding (including any lawsuit, arbitration, or collection action) against any Company customer arising out of or relating to the Services performed under this Agreement or any Work Order; or
- (c) otherwise seek recovery or compensation directly from any Company customer.

Contractor acknowledges and agrees that Contractor's sole and exclusive recourse for unpaid amounts or other Contractor Disputes is against Company. **Any lien rights or security interests available to Contractor under applicable law, if any, shall be limited solely to Company's interest in the project or funds payable to Company, and shall not attach to or encumber any customer property.**

## **9. Mediation & Dispute Resolution; Venue.**

**9.1. Mediation Requirement (Condition Precedent).** Before filing any lawsuit, action, or small claims case relating to a Contractor Dispute, the Parties shall first attempt in good faith to resolve such Contractor Dispute through non-binding mediation. Mediation shall be conducted in Tarrant County, Texas, before a mutually agreed mediator, or, if the Parties cannot agree on a mediator within a reasonable time, before a mediator appointed by a recognized mediation service selected by either Party.

**9.2. Notice of Dispute.** A Party wishing to initiate a Contractor Dispute shall provide written notice to the other Party describing the nature of the dispute and the relevant facts in reasonable detail. The Parties shall thereafter confer in good faith and attempt to resolve the Contractor Dispute informally. If the Contractor Dispute is not resolved informally within a reasonable period, either Party may initiate mediation pursuant to Section 9.1.

**9.3. Condition Precedent to Litigation or Small Claims.** Neither Party may file any lawsuit, action, or small claims case in connection with any Contractor Dispute unless:

(a) it has provided written notice of the Contractor Dispute in accordance with Section 9.2; and

(b) it has participated in at least one mediation session regarding the Contractor Dispute, unless the other Party has expressly refused in writing to participate in mediation or has failed to appear at a scheduled mediation session.

Any lawsuit or action filed in violation of this Section 9.3 may, upon motion by the other Party, be stayed or dismissed in favor of mediation, in the court's discretion.

**9.4. Exceptions.** Notwithstanding the mediation requirement in this Section 9, either Party may seek temporary, preliminary, or emergency injunctive or equitable relief (including to prevent unauthorized disclosure or use of Confidential Information or to enforce the non-solicitation and non-service obligations in Section 6) without first participating in mediation, provided that any such action is brought exclusively in the courts specified in Section 13.2 and remains subject to the governing law specified in Section 13.1.

**9.5. Venue and Governing Law for Proceedings.** Any mediation, small claims proceeding, or other court action arising out of or relating to this Agreement or any Contractor Dispute shall be governed by Texas law and shall take place exclusively in Tarrant County, Texas, as further provided in Section 13.

## **10. Digital Communications, Notices & E-Signatures.**

**10.1. Notices.** All notices and other official communications required or permitted under this Agreement ("**Notices**") shall be in writing and shall be deemed given when:

(a) delivered personally;  
(b) sent by a nationally recognized overnight courier service, with proof of delivery;  
(c) mailed by certified or registered mail, return receipt requested, postage prepaid; or  
(d) sent by email to the designated notice email address of the receiving Party, provided that no bounce-back or other delivery failure notice is received and that a copy is, upon request, provided by another method described in this Section 10.1.

Notices to Company shall be sent to:

Cannon System Design LLC  
950 Post and Paddock Rd  
Grand Prairie, TX 75050  
Email: [legal@cannonsystem.design](mailto:legal@cannonsystem.design)

Notices to Contractor shall be sent to the address and email set forth below Contractor's signature block, or as Contractor may later designate by written Notice to Company.

Notices shall be deemed received: (i) if delivered personally, on the date of delivery; (ii) if sent by overnight courier, on the date recorded by the courier service as delivered; (iii) if mailed by certified or registered mail, three (3) business days after the date of mailing; and (iv) if sent by email, on the date sent if sent during normal business hours of the recipient, or on the next business day if sent outside normal business hours, provided no bounce-back or failure notice is received.

**10.2. Electronic Communications & E-Signatures.** The Parties consent to conduct business electronically in connection with this Agreement, including the use of electronic signatures and electronic records. Electronic signatures (including clicks, check-box acknowledgments, electronic acceptance, or similar actions) shall be deemed original signatures and shall be valid and binding to the fullest extent permitted by applicable law.

**10.3. Online Acceptance; Contractor's Agreement to Terms.** Company may present this Agreement and related Contractor Terms & Conditions electronically, including via its website or onboarding portals. By submitting any onboarding form, direct deposit form, or other electronic registration to perform Services for Company and by checking any box or otherwise electronically indicating acceptance, Contractor:

(a) confirms that Contractor has had access to and an opportunity to review this Agreement and the Contractor Terms & Conditions posted at <https://www.qr.cannonsystem.design/contractor-agreement>;

(b) agrees to be bound by this Agreement and such Contractor Terms & Conditions; and

(c) agrees that such electronic acceptance constitutes Contractor's legally binding signature to this Agreement as of the date of such acceptance.

For avoidance of doubt, no physical signature is required for this Agreement to be binding when accepted electronically in accordance with this Section 10.3.

#### **10.4. Contractor Representations; Voluntary Acceptance; Payment Method Election.**

By electronically accepting these Terms, submitting any contractor onboarding documentation, or submitting any Direct Deposit / ACH Authorization form, Contractor represents, warrants, and agrees that:

(a) Voluntary Execution; No Duress. Contractor is entering into these Terms and submitting any related onboarding or payment authorization forms voluntarily, of Contractor's own free will, and without coercion, pressure, or duress of any kind.

(b) No Work Performed as Condition. Contractor acknowledges and agrees that acceptance of these Terms and submission of any Direct Deposit / ACH Authorization is not a condition for payment of any Services already performed and that Contractor is not being required to execute these Terms or any payment authorization in order to receive payment for prior work.

(c) Optional Payment Method. Contractor acknowledges and agrees that participation in direct deposit or electronic funds transfer is optional. Contractor may elect to receive payment by paper check upon request, subject to Company's standard payment procedures and administrative requirements.

(d) Binding Effect of Electronic Acceptance. Contractor agrees that electronic acceptance of these Terms and submission of any onboarding or payment-related form constitutes Contractor's legally binding signature to these Terms and all incorporated terms, with the same force and effect as a handwritten signature.

### **11. Unclaimed Property / Refunds (Texas).**

**11.1. Undeliverable Payments or Credits.** If Company determines that a payment, refund, credit, or other amount is owed to Contractor (for example, due to overpayment, credit balances, or adjustments) but Company is unable to successfully deliver such funds to Contractor because of invalid or outdated bank account information, incorrect or outdated contact details, lack of response by Contractor, or other reasons beyond Company's reasonable control, such amounts shall be handled in accordance with this Section 11.

**11.2. Internal Handling and Timeframe.** Company shall make reasonable efforts to contact Contractor and deliver the funds, which efforts may include email, mail, or telephone outreach, for a period of at least sixty 60 days from the date Company first determines that the funds are owed and undeliverable. If, after such period, the funds remain unclaimed or undeliverable, Company shall treat such funds in accordance with applicable Texas unclaimed property laws and regulations.

**11.3. Compliance With Texas Unclaimed Property Law.** Any funds that constitute unclaimed property under Texas law shall be reported and delivered to the Texas Comptroller of Public Accounts or such other governmental authority as may be required by applicable law. After Company has reported and delivered such funds to the applicable governmental authority, Contractor's sole recourse for such funds shall be to claim them from such governmental authority in accordance with applicable law, and Contractor shall have no further claim against Company with respect to such funds.

## **12. Insurance, Compliance & Safety.**

**12.1. Insurance Requirements.** Contractor shall, at its own expense, maintain in full force and effect during the term of this Agreement and for any period thereafter during which Contractor is performing Services:

(a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and, if specified by Company, not less than [\$2,000,000] in the aggregate;

(b) workers' compensation insurance and/or similar coverage as required by law for all Contractor Personnel in all jurisdictions where the Services are performed; and

(c) any additional insurance coverage reasonably required by Company and specified in a Work Order, such as automobile liability insurance if vehicles are used on projects.

Upon request, Contractor shall provide Company with certificates of insurance or other evidence reasonably satisfactory to Company confirming the required coverage. Where commercially reasonable and requested by Company, Contractor shall name Company (and, if specified by Company, certain customers) as additional insureds under its commercial general liability policy with respect to the Services, and such coverage shall be primary and non-contributory with any insurance maintained by Company.

**12.2. Legal Compliance.** Contractor shall be responsible for obtaining and maintaining all licenses, permits, registrations, and approvals necessary to perform the Services in the jurisdictions where work is performed, including in Texas and any other applicable states. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations governing the performance of the Services, including those related to safety, labor and employment, data security, and privacy.

**12.3. Safety Requirements.** Contractor shall ensure that all Services are performed in compliance with all applicable safety laws, regulations, and industry standards, as well as any customer and site-specific safety requirements communicated by Company or the customer. Contractor acknowledges that compliance with such safety and site rules does not create an employment relationship between Company and Contractor or any Contractor Personnel.

#### **12.4. Force Majeure.**

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than payment obligations) to the extent such failure or delay is caused by events beyond such Party's reasonable control, including without limitation acts of God, severe weather, fire, flood, earthquake, war, terrorism, labor disputes, supply chain disruptions, governmental actions, utility outages, site access restrictions, or failures of third-party networks or systems ("Force Majeure Event").

The affected Party shall provide reasonable notice of the Force Majeure Event to the other Party and shall use commercially reasonable efforts to resume performance as soon as practicable.

### **13. Governing Law, Venue & Miscellaneous.**

**13.1. Governing Law.** This Agreement and any Contractor Disputes shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-law principles.

**13.2. Venue and Jurisdiction.** The exclusive venue for any mediation, small claims proceeding, or other court action arising out of or relating to this Agreement or any Contractor Dispute shall be Tarrant County, Texas. Contractor irrevocably submits to the personal jurisdiction of the state and federal courts located in Tarrant County, Texas for all such matters and waives any objection based on forum non conveniens or improper venue.

**13.3. Assignment.** Contractor shall not assign, delegate, or transfer this Agreement or any Work Order, in whole or in part, whether voluntarily, by operation of law, or otherwise, without Company's prior written consent. Any attempted assignment, delegation, or transfer by Contractor without such consent shall be null and void. Company may assign this Agreement and any Work Order, in whole or in part, to any affiliate or to any successor or acquirer of all or substantially all of Company's business or assets related to this Agreement, upon written notice to Contractor.

**13.4. Entire Agreement & Amendments.** This Agreement, together with all Work Orders entered into hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and communications, whether written or oral, relating to such subject matter.

This Agreement may be amended or modified only by: (a) a written instrument signed by both Parties; or (b) with respect to terms made available online by Company, updated online terms and conditions that expressly reference this Agreement and that Contractor accepts through an electronic acceptance process (including, without limitation, by checking a box or otherwise indicating assent), which shall be effective as of the date of such acceptance.

**13.5. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect. The Parties agree that any such invalid or unenforceable provision shall be modified by the court to the minimum extent necessary to make it valid and enforceable, consistent with the Parties' intent.

**13.6. Waiver.** No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Any waiver of any provision of this Agreement must be in a written instrument signed by the Party against whom the waiver is to be enforced.

**13.7. No Third-Party Beneficiaries.** Except as otherwise expressly stated in this Agreement, this Agreement is for the sole benefit of Company and Contractor and their respective permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including any Contractor Personnel) any legal or equitable right, benefit, or remedy of any nature.

**13.8. Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, scanned image (e.g., PDF), or other electronic means, as well as electronic signatures and electronic acceptance pursuant to Section 10.3, shall be deemed original signatures and shall be valid and binding to the fullest extent permitted by law.

**13.9. Public Statements; Use of Company Name.**

Contractor shall not, without Company's prior written consent:

- (a) make or publish any public statement, social media post, review, or communication regarding Company, any Company customer, or any project performed under this Agreement;
- (b) use Company's name, trademarks, logos, branding, or customer names in marketing materials, proposals, portfolios, case studies, or public communications; or
- (c) make any statement that could reasonably be expected to harm the reputation, goodwill, or business relationships of Company or its customers.

This Section shall survive expiration or termination of this Agreement.

**13.10. Interpretation.**

The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. This Agreement shall be construed as having been drafted jointly by the Parties, and no ambiguity shall be construed against either Party based on authorship.

**14. Acceptance; No Physical Signature Required. These Terms are accepted and become legally binding upon Contractor's electronic acceptance as described in Section 10 (including, without limitation, by submitting Direct Deposit / ACH Authorization form, Work Order acceptance, or other electronic registration or acknowledgment). No physical signature is required.**