

SUBCONTRACT TERMS OF PURCHASE

These terms of purchase ("Terms") govern each subcontract purchase order ("PO") issued by the Contractor, DLN Integrated Systems, Inc. ("DLN"), to its subcontractors. Upon acceptance of a PO, shipment of any goods described in a PO ("Goods"), or commencement of any services covered by a PO ("Services"), subcontractor shall be deemed to have accepted all Terms. Any modifications to the PO by Subcontractor will be a rejection of Contractor's offer to purchase Goods and/or Services unless accepted by Contractor in writing. If there is a conflict between Subcontractor's terms or conditions, the face of a PO, any supplemental documents or the Terms, the Terms will control. PO and Terms may be modified only by a written agreement signed by both DLN and Subcontractor.

1. The Subcontract Work.

(a) Subcontractor's work (the "Subcontract Work") shall include the labor, equipment, and services as proposed in (1) Subcontractor's installation proposal to Contractor; (2) Contractor's purchase order(s) (as applicable) to Subcontractor; (3) Contractor's proposal to Owner (as applicable); and (4) the project drawings set out in the Contract (the "Project Drawings and Specifications") (collectively, the "Subcontract Documents"). Subcontractor SHALL NOT further subcontract out any Subcontract Work to any other parties without the prior written consent of Contractor. If subcontracting of the Subcontract Work is permitted, those companies/individuals performing the Subcontract Work shall be held to the same standards, requirements, and obligations required by this Subcontract and Subcontractor hereby indemnifies Contractor for any Subcontract Work so subcontracted.

(b) Subcontractor shall be bound by all of the terms of the Contract and assume (i) all of the obligations of Contractor, as stated therein, which are applicable to the Subcontract Work covered by the Subcontract Documents and (ii) the general obligations as between Contractor and Owner, which shall also apply as between Contractor and Subcontractor, including all provisions of the Contract as though copied herein. In the event of any discrepancy or conflict between the terms of the Contract and the Subcontract Documents, the more restrictive terms shall govern unless Contractor shall otherwise notify Subcontractor in a writing which specifically refers to the provision of the Contract being relaxed.

2. Subcontract Work Standards. All Subcontract Work shall be completed by Subcontractor in accordance with any equipment manufacturers' instructions and in accordance with the Subcontract Documents, including, but not limited to, the Project Drawings and Specifications. The installation of the Subcontract Work shall be complete in all respects. The Subcontract Documents shall be incorporated by reference into this Subcontract, and what is required by any one shall be as binding as if required by all. The intention of the Subcontract Documents is to include all labor, services, and materials reasonably necessary for the proper execution of the Subcontract Work. Should the Project Drawings and Specifications conflict with the installation proposal, the Project Drawings and Specifications shall govern. In all other events, this Subcontract shall govern.

3. Contractor Obligations and Remedies.

(a) Services Provided by Contractor. Contractor shall cooperate with Subcontractor to avoid conflicts or interference with the Subcontract Work. Contractor shall provide copies of Contractor's Project schedule and additional scheduling details (the "Schedules") to Subcontractor so as to enable Subcontractor to plan and perform the Subcontract Work properly and in accordance with the Schedules. Contractor shall notify Subcontractor promptly of subsequent changes in the Schedules.

(b) Communications. Contractor shall promptly provide Subcontractor with information affecting this Subcontract when such information becomes available to Contractor. Contractor shall not give instructions or orders directly to Subcontractor's employees or workmen, except to person(s) designated by Subcontractor as authorized representative(s) of Subcontractor.

(c) Contractor's Remedies. If Subcontractor neglects to execute the Subcontract Work properly or otherwise fails to comply with the requirements of the Subcontract to a substantial degree, Contractor may provide written notice to Subcontractor requesting that Subcontractor resume, complete, or rectify deficiencies in the Subcontract Work in accordance with this Subcontract (the "Notice"). If Subcontractor fails to resume the Subcontract Work or cure any default within three (3) days of receipt of the Notice, Contractor may deduct the costs of the default from the payments due to Subcontractor.

4. Subcontractor Obligations and Remedies.

(a) Execution and Progress of the Subcontract Work. Subcontractor shall cooperate with Contractor in scheduling and performing the Subcontract Work to avoid causing conflict, delays or interference with Contractor, other subcontractors, suppliers, or the Owner.

(b) Communication. Subcontractor shall furnish to Contractor periodic progress reports, in written form, as requested by Contractor, on the Subcontract Work of this Subcontract in a format and frequency as may be reasonably required by Contractor.

(c) Laws, Permits, Fees and Notices. Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Subcontract Work. Subcontractor shall secure permits, licenses, and inspections necessary for proper execution and completion of the Subcontract Work. Subcontractor shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Subcontract. Subcontractor shall provide an English speaking foreman and superintendent (as applicable) for the Project. Subcontractor shall comply with all federal, state and local environmental laws and regulations for each material constituting or contained in goods sold or otherwise transferred to Owner in connection herewith, and specifically represents and warrants, but not by way of limitation, that the Subcontract Work, including materials, goods, labels, containers and accompanying Material Safety Data Sheets, as applicable: (i) comply with OSHA and related regulations, including 29 CFR 1910.1200; (ii) comply with and are registered under the Toxic Substances Control Act and regulations; (iii) comply with laws, regulations and

Federal Trade Commission Guidelines governing ozone depleting substances, recycling, and recycled content, for every jurisdiction where the goods or goods into which they will be incorporated will be distributed; (iv) comply with Contractor's Worksite Safety and Health Policy, project and plant rules and regulations (as applicable); and (v) comply with all requirements, including manifesting and labeling, imposed by the Resource Conservation and Recovery Act and implementing regulations. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations to the Subcontract Work provided hereunder rests with Subcontractor. Subcontractor is responsible for the safety and management of all of Subcontractor's employees, independent contractors, suppliers, materialmen, laborers, and subcontractors, including the requirements under this Section.

(d) Tools. It will be Subcontractor's sole responsibility to provide all tools, equipment, vehicles, protective equipment, and materials necessary to the performance of services contracted under this Subcontract, other than the actual parts sorted and the containers used in transporting such parts between the parties.

(e) Housekeeping. Subcontractor shall maintain the Premises free of (1) waste materials and rubbish caused by the Subcontract Work performed under this Subcontract; and (2) dunnage associated with the shipping and installation of the Subcontract Work. Subcontractor shall place all waste materials, rubbish, and dunnage in a waste receptacle provided by Contractor at Contractor's expense. Subcontractor shall not be held responsible for unclean conditions caused by others for whose acts Subcontractor is not liable. To prevent the survival or spread of rodents, roaches, or other pests, Subcontractor shall not permit debris to accumulate and shall remove debris containing food scraps on a daily basis.

(f) Final Clean up. Upon completion of the Subcontract Work and prior to leaving the Premises, Subcontractor shall place all waste material, rubbish, and dunnage in a waste receptacle provided by Contractor and shall remove all tools belonging to Subcontractor and/or to Subcontractor's laborers.

(g) Subcontractor's Remedies. If Contractor fails to perform its obligations under this Subcontract, Subcontractor may provide written notice of the impact that such failure has on Subcontractor's schedule, cost, safety, and quality, or any other Project-related issue (the "Impact Notice"). If Contractor fails to cure any failure within five (5) days of receipt of the Impact Notice, or such other time as is agreed to by the parties, then Subcontractor shall be reimbursed for any reasonable costs actually incurred by the Subcontractor as a direct result of the Contractor's failure to perform its obligations under the Subcontract.

(h) Inspection. Contractor is authorized at any time to inspect the Subcontract Work for compliance with this Subcontract. Subcontractor shall cooperate with and furnish any assistance as required by Contractor in so performing its inspection.

5. Warranty.

(a) Warranty. Subcontractor warrants to Owner and Contractor the following (this "Warranty"): (i) the Equipment furnished under this Subcontract will be new and of good quality unless otherwise required or permitted by the Subcontract Documents; (ii) the Subcontract Work shall be free from defects; and (iii) the Subcontract Work will conform with the requirements of the Subcontract Documents. Subcontract Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This Warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This Warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

(b) Remedy. Despite inspection and acceptance of the Subcontract Work by or on behalf of Contractor or Owner and without restricting any provisions of the Subcontract Documents or any condition, warranty or provision imposed by law, Subcontractor, if requested by Contractor to do so, must replace, repair or correct, at its own expense any Subcontract Work that becomes defective or fails to conform to the requirements of the Contract, where applicable. This Warranty shall begin on Acceptance or the Completion Date (as defined in the Contract, but subject to deferred start as a result of an excused delay under the Contract) and extend for a period of eighteen (18) months (the "Warranty Period"). In addition, Subcontractor shall extend and transfer to Contractor and Owner any and all third party warranties in respect of any equipment, parts or supplies provided by third parties to the extent such equipment, parts and supplies are part of or incorporated into the System.

(c) Costs. Subcontractor must pay all transportation cost associated with replacement, repair or making good on any defective Subcontract Work. If, in the opinion of Contractor, it is not expedient to remove the Subcontract Work from its location, Subcontractor must carry out any necessary repair or making good of the Subcontract Work at Owner's location.

(d) Extension of Warranty Period. The Warranty Period is automatically extended in the case of any breach of the Warranty, for a new Warranty Period which shall commence upon the System satisfying the Warranty (but in no event shall the Warranty extend beyond thirty-six (36) months following Acceptance or the Completion Date).

6. Indemnification. The Subcontract Work performed by Subcontractor shall be at the risk of Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense), and hold harmless Contractor and Owner, affiliates of Contractor, partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns (the "Indemnified Parties"), from and against any and all claims for bodily injury, death, or damage to property, demands, damages, actions, investigative and repair costs, attorneys' fees, consultants' fees and other costs ("Claims") which arise or are in any way connected with the Subcontract Work or materials provided under this Subcontract by Subcontractor or its agents, including but not limited to, any and all claims, losses, liabilities, demands, actions and causes of action of all kinds by reason of any actual or alleged improper use or infringement of any patent, copyright, trademark, trade name, or proprietary right of any third party arising out of any Subcontract Work done by Subcontractor,

except for claims that arise out of the concurrent act, omission, or gross negligence of the Indemnified Parties. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. The indemnity and defense obligations shall also apply, whether or not said Claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for Claims found to be the sole negligence or willful misconduct of the Indemnified Parties. Subcontractor's indemnification and defense obligation hereunder shall extend to Claims occurring during this Subcontract and after termination until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

7. Insurance. Subcontractor agrees at its sole expense to provide and keep in force, at all times during the performance of the Subcontract Work, the following types of insurance at the limits set forth below naming Contractor and Owner as additional insureds. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as additional insureds, shall not be less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) aggregate (subject to a per Project general aggregate provision applicable to the Project), Two Million Dollars (\$2,000,000) product/completed operations aggregate, and One Million Dollars (\$1,000,000) personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in the business contract). There shall be no endorsement or modification of the commercial general liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. Additionally, Subcontractor shall provide Contractor with a certificate of insurance showing liability insurance coverage for Subcontractor and all employees, agents, or sub-Subcontractors for any workers' compensation, employer's liability and automotive liability. Coverage shall be no less than the following: workers' compensation and employer's liability insurance as required by law providing coverage of not less than One Million Dollars (\$1,000,000) for bodily injury caused by accident or disease, and business auto liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury and One Million Dollars (\$1,000,000) per occurrence for property damage. All coverage shall be placed with an insurance company duly admitted in the state where the Subcontract Work is to be completed and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an A.M. Best rating of "A" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required under the prior paragraph shall be of sufficient type, scope and duration to ensure coverage for Contractor or Owner for liability related to any manifestation date within the applicable statutes of limitation which pertain to any Subcontract Work permitted by or on the behalf of Contractor or Owner in relation to the Project. Each certificate of insurance shall provide that the insurer give Contractor at least thirty (30) days prior written notice of cancellation and termination of Contractor's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, Subcontractor shall supply Contractor and Owner with a new and replacement certificate of insurance and additional insured endorsements to the satisfaction of Contractor and Owner as proof of renewal of the original

policy. Subcontractor shall obtain from each of its insurers a waiver of subrogation on commercial general liability in favor of Contractor and Owner with respect to any losses arising out of or in connection with the Subcontract Work for which the Contractor or Owner were not negligent.

8. Performance Bond and Payment Bond. Contractor shall have the right to require Subcontractor to furnish surety bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

9. Changes in the Subcontract Work.

(a) Change Orders. Owner and Contractor may make changes to the Contract ("Change Orders"). If Owner and Contractor execute a Change Order having any impact on the Subcontract Work, Contractor shall promptly notify Subcontractor of said Change Order. Unless otherwise instructed by Contractor, Subcontractor shall not thereafter order materials or perform Subcontract Work which would be inconsistent with the Change Order.

(b) Adjustments to Subcontract. Contractor may, in writing, without invalidating this Subcontract, order Subcontractor to make changes in the Subcontract Work within the general scope of this Subcontract. Such changes may include those required by Change Orders, the contract price, and the date of commencement and date of completion as stated in the Subcontract Documents. Subcontractor shall submit promptly to Contractor written copies of adjustments to the contract price, the date of commencement, and the date of completion (the "Written Adjustments") before starting any changed Subcontract Work. The Written Adjustments shall be executed in a manner consistent with the requirements of the Subcontract Documents.

10. Schedule. Subcontractor shall perform the Subcontract Work as described herein in accordance with the Schedules. Changes and/or deviations in the Schedules shall be made consistent with Contractor's obligation to the Owner under the Contract or as a result of a Change Order. Subcontractor or Contractor initiated changes and/or deviations in the Schedules shall be mutually agreed upon by Contractor and Subcontractor.

11. Payment. Payment to Subcontractor for the services rendered shall be made by Contractor as set forth in the terms stated in Purchase Order identified in Section 1 above. Notwithstanding the terms set forth in the Purchase Order, Subcontractor agrees that as a condition precedent to Contractor's obligation to make any payment under this Subcontract, Contractor must first receive payment from the Owner for work completed by Subcontractor. In the event that Contractor does not receive all or any part of the payment from the Owner in respect of the Subcontract Work, because of a claimed defect or deficiency in the Subcontract Work, Contractor shall not be liable to Subcontractor for any sums until such payment is received. All Subcontract Work or property for which Subcontractor is paid shall become the property of the Owner and shall not be removed from the Owner's premises. Unless otherwise indicated, all dollar amounts referred to in this Subcontract are in the lawful currency of the United States. The Subcontractor shall submit all invoices to the Contractor within ninety (90) days of completing delivery of the applicable goods or services. Any invoice not submitted within this ninety (90)-day period may be

rejected at the Contractor's sole discretion, and the Contractor shall have no obligation to pay any invoice submitted after this deadline

12. Nonassignability. This Subcontract shall be binding upon and inure to the benefit of the parties and their respective lawful successors and lawful assigns. This Subcontract and the rights and duties of the parties under this Subcontract may not be assigned or otherwise delegated or transferred, in whole or in part, in anyway by Subcontractor without the prior written consent of Contractor.

13. No Liens. Subcontractor agrees to promptly pay for materials and supplies utilized and/or labor employed in the performance of this Subcontract. Subcontractor further covenants and agrees that no materialman's or mechanic's liens shall be placed on or against the Premises or any property located at the Premises. At Contractor's election, Subcontractor shall provide lien waivers in a form as directed by Contractor.

14. Termination. This Subcontract, together with any purchase orders in effect between the parties, may be terminated by Contractor upon the occurrence of any of the following:

(a) Any breach of the terms of this Subcontract or a separate purchase order by Subcontractor;

(b) Non-performance of contracted services by Subcontractor or any refusal by Subcontractor to accept Subcontract Work offered by Contractor under this Subcontract;

(c) Subcontractor enters into an assignment for the benefit of its creditors, applies or petitions for the appointment of a receiver, commences any proceeding with respect to itself under any bankruptcy, receivership, dissolution or liquidation law, or becomes insolvent or unable to pay its debts as they mature;

(d) The Contract between Contractor and Owner is terminated, cancelled, voided or altered (excluding properly issued Change Orders) in a material way;

(e) Subcontractor transfers its interest in this Subcontract by assignment or otherwise, without Contractor's prior written consent; or

In the event this Subcontract is terminated, Subcontractor shall promptly deliver to Contractor all engineering data and all information related to the Subcontract Work, whether completed or in process. In the event this Subcontract is terminated at a time when Subcontractor has partially performed the services contracted under this Subcontract, Subcontractor will be paid in accordance with the remaining terms of this Subcontract for the Subcontract Work performed, but Contractor will have the right to make any other arrangements or contracts for the completion of such contracted services, either by itself or by another party, and may back charge Subcontractor for any damages and additional costs resulting from the termination. Such back charge may be deducted from amounts owed to Subcontractor, and if it exceeds amounts owed to Subcontractor, Subcontractor and its sureties, if any, agrees to pay Contractor the balance.

15. Relationship of Parties. The parties mutually understand and agree that Subcontractor shall be at all times acting and performing as an independent contractor in connection with this Subcontract. Nothing in this Subcontract is intended to (and this Subcontract shall not) create an employment, joint venture or partnership relationship between the parties. Subcontractor shall exercise control over the means and manner of the performance of Services under this Subcontract.

16. Books and Records. Subcontractor shall keep such books and records as shall be necessary to perform the Subcontract Work and enable Contractor and Owner to evaluate the performance of such Subcontract Work and status and the Schedules. Such books and records shall include, among other things, bi-weekly Project plans and notes from all Project meetings (which will be provided promptly following their preparation). Contractor and Owner shall have full and free access to such books and records at all times during normal business hours of Subcontractor, including the right to inspect, copy, and make records and transcripts from such records. Such records shall be maintained for the duration of the Warranty Period plus three (3) months thereafter, and Contractor and Owner shall have access to such records upon five business days' notice to Subcontractor. Without limiting the generality of the foregoing, with respect to any Change Orders, the Contractor and Owner shall have the right to inspect, copy, audit and make records related to Change Orders for a period of ninety (90) days following the acceptance of a Change Order or the completion of a Change Order, whichever is later.

17. Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Subcontractor, its employees, approved subcontractors and agents in the performance of this Subcontract shall be the property of Contractor and shall be delivered to Contractor upon request of Contractor, and Subcontractor shall have no claim for further employment or additional compensation as a result of the exercise by Contractor of its full rights of ownership of the documents and materials hereunder. Subcontractor may retain copies of such documents for its own use. The drawings, specifications, reports, records, documents and other materials prepared by Subcontractor in the performance of Subcontract Work shall not be released publicly without the prior written approval of the Contractor.

18. Intellectual Property.

(a) Subcontractor assigns to Contractor, Subcontractor's entire right, title and interest in any invention, technique, process, device, discovery, improvement or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Subcontractor while working for or on behalf of Contractor, which relate to, is suggested by, or results from matters set out in any Statement of Subcontract Work and depends on either: (i) Subcontractor's knowledge of trade secrets or other information of a confidential nature belonging to Contractor, or (ii) the use of Contractor equipment, supplies, facilities, information or materials.

(b) Subcontractor shall disclose any such invention, technique, process, device, discovery, improvement or know-how promptly to the Project Manager. Subcontractor shall, upon request of Contractor, promptly execute a specific assignment of title to Contractor, and do anything else reasonably necessary to enable Contractor to secure for itself, patent, trade secret or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications relating to a

Statement of Subcontract Work, related to trade secrets of Contractor or which relate to tasks assigned to Subcontractor by Contractor, which Subcontractor may file within one year after termination of this Subcontract, shall belong to Contractor, and Subcontractor hereby assigns same to Contractor, as having been conceived or reduced to practice during the term of this Subcontract.

(c) If for any reason, including incapacity, Contractor is unable to secure Subcontractor's signature on any document needed to apply for, perfect or otherwise acquire title to the intellectual property rights granted to it under this Section, or to enforce such rights, Subcontractor hereby designates Contractor as Subcontractor's attorney-in-fact and agent, solely and exclusively to act for and on Subcontractor's behalf to execute and file such documents with the same legal force and effect as if executed by Subcontractor and for no other purpose.

(d) Subcontractor shall, at its own expense, defend Contractor in any action, suit or claim by a third party alleging that infringes any United States or international patent, trademark, trade secret, copyright or any other proprietary right of such third party (an "IP Claim") and shall pay settlement amounts agreed by Subcontractor and/or any losses, damages, liabilities, expenses, or costs (including, but not limited to reasonable attorneys' fees) awarded to such third party against Contractor by a court of competent jurisdiction in such IP Claim. As conditions for such defense and satisfaction by Subcontractor, (i) Contractor shall notify Subcontractor promptly upon becoming aware of any pending IP Claims; (ii) Contractor shall give Subcontractor sole control of the defense and settlement of such IP Claims; (iii) Contractor shall cooperate fully with Subcontractor in the defense and/or settlement of such IP Claims; and (iv) Contractor shall not settle any IP Claims without Subcontractor's consent, or compromise the defense of any such IP Claims.

19. Confidential Information. Subcontractor understands and agrees that all information provided to it during the term of the Subcontract concerning Contractor and/or Contractor's operations including, but not limited to, operating procedures, sales, financial data, customer lists, and employees are confidential information ("Confidential Information"). Subcontractor and its employees and agents shall at all times, both during the term of this Subcontract and after its termination, keep in trust and confidence and not disclose Confidential Information and shall not use such information other than in the course of Subcontractor's duties under this Subcontract.

20. Applicable Law; Jurisdiction; Venue. The terms and conditions of this Subcontract shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any and all other actions concerning any dispute arising hereunder shall be filed and maintained in the Circuit Court of Kent County, Michigan or the federal District Court for the Western District of Michigan. The parties specifically consent and submit to the jurisdiction and venue of such state or federal court, and irrevocably waive any objections either may have based on improper venue or forum non conveniens to the conducting of any proceeding in any such court. Notwithstanding the foregoing,

to the extent the dispute also involves the Owner, then the dispute resolution provisions of the Contract shall apply.

21. Import / Export Compliance. Subcontractor acknowledges and agrees that the deliverables for the Subcontract Work may be subject to export and import controls under the regulations of the United States and other countries, and Subcontractor shall comply with all export and import control regulations of such countries. Subcontractor shall be responsible for procuring all required permissions for delivery of the deliverables.

22. Modification. This Subcontract cannot be amended, altered or modified, and no provision hereof may be waived, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification or waiver is sought to be enforced.

23. Severability. If any provision of this Subcontract is held, in whole or in part, to be invalid, the remainder of such provision and this Subcontract shall remain in full force and effect, with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

24. Capitalized Terms. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Contract or Subcontract Documents as applicable.

25. Entire Agreement. This Subcontract together with the Subcontract Documents and the Contract, constitute the entire agreement between the parties with respect to the subject matter of this Subcontract. The provisions of this Subcontract shall supersede all contemporaneous oral agreements, communications and understandings and all prior oral and written communications, agreements and understandings between the parties with respect to the subject matter of this Subcontract.