

View, Inc.

Master Subcontract Agreement

This Master Subcontract Agreement (“Agreement”), between View, Inc. and the Subcontractor identified below, is effective as of this ____ day of _____, 2022_.

CONTRACTOR:
View, Inc.
195 Milpitas Blvd,
Milpitas, CA 95035
Phone: 1-408-263-9200
Fax: 1-408-263-9228

SUBCONTRACTOR:
Name:
Address:
City: State: Zip:
Phone:
Fax: _____
Federal Tax ID #:
(Required by IRS - Please use Social Security # if no Corporate Tax ID)

The intent of this Master Subcontract Agreement (“Agreement”) is to establish the terms of an ongoing relationship between View, Inc. (“VIEW”) and the Subcontractor identified above (“SUBCONTRACTOR”), under which VIEW may, from time to time, authorize SUBCONTRACTOR to perform work for VIEW under various projects subject to these agreed terms and conditions. By using a master agreement, VIEW can maintain an approved list of subcontractors and offer work or contracts to those subcontractors included on such approved list.

VIEW and SUBCONTRACTOR enter into this Agreement understanding that:

(A) The Agreement sets forth the terms and conditions under which VIEW and SUBCONTRACTOR will perform work on future projects, unless both parties agree otherwise in writing.

(B) This Agreement does NOT require: (1) VIEW to hire SUBCONTRACTOR; or (2) SUBCONTRACTOR to work for VIEW on any specific project. Neither party will be liable to the other if one does not wish to work with the other on any particular project.

(C) If VIEW requests SUBCONTRACTOR to perform work on a project, VIEW will authorize the work by sending SUBCONTRACTOR a work order (“Work Order”), which may be in the form of an e-mail, fax, or letter confirming the work authorized. A Work Order will be deemed accepted upon SUBCONTRACTOR’s written execution thereof. If SUBCONTRACTOR elects not to perform the work SUBCONTRACTOR agrees that, to allow VIEW to quickly find another subcontractor, SUBCONTRACTOR will notify VIEW of SUBCONTRACTOR’s rejection of such Work Order in writing (e-mail is acceptable) within five (5) calendar days after receiving the Work Order. Failure of SUBCONTRACTOR to provide, within five (5) calendar days, either an executed Work Order or notice of rejection of such Work Order, may, at the sole discretion of VIEW, be deemed a rejection by SUBCONTRACTOR of such Work Order.

Headquarters
195 South Milpitas Blvd. Milpitas, California 95035
Tel 408.263.9200 Fax 408.263.9228

VIEW.com

Manufacturing Facility
12380 Kirk Rd. Olive Branch, Mississippi 38654
Tel 662.892.3415 Fax 662.892.3430

View, Inc.

Master Subcontract Agreement

(D) This Agreement will be effective once signed by both parties and will continue for a period of one-year, automatically renewing for additional one-year periods until either party terminates it. Either party may terminate this Agreement by giving the other party twenty (20) days written notice. Such termination will not cancel or otherwise affect any rights or duties relating to any pre-existing Work Order.

(E) By executing this Agreement, SUBCONTRACTOR represents and warrants (i) that it has the capability to perform the work skillfully and efficiently; and (ii) that it has received a copy and agrees to the Standard Terms and Conditions of Master Subcontract Agreement, which is incorporated by reference herein.

Agreed to by authorized representatives of VIEW and the SUBCONTRACTOR on the date set forth below:

SUBCONTRACTOR:

By: _____

(Printed Name and Title)

Vendor Name (Company Name)

Date: _____

CONTRACTOR:

VIEW, INC.

By: _____

Daniel Purdy, VP Construction Mgmt
(Printed Name and Title)

Date: _____

View, Inc.

Master Subcontract Agreement

STANDARD TERMS AND CONDITIONS OF MASTER SUBCONTRACT AGREEMENT

1. GENERAL APPLICABILITY:

The following Standard Terms and Conditions of the Master Subcontract Agreement (“Terms and Conditions”) will control and govern any and all performance of services and/or supply of material and equipment by SUBCONTRACTOR for VIEW.

2. THE SUBCONTRACT DOCUMENTS:

The documents that form the Agreement (the “Subcontract Documents”) consist of:

- i. The executed Master Services Agreement, including these Terms and Conditions, and all Exhibits and Attachments;
- ii. The applicable Work Order (form provided as Attachment A hereto);
- iii. VIEW’s Code of Conduct;
- iv. Project Plans, Specifications, and Addenda;
- v. The Prime Contract, as defined herein, (including all documents incorporated by or referenced therein); and
- vi. Any modifications to this Agreement, as permitted by these Terms and Conditions.

3. THE WORK:

3.1 SUBCONTRACTOR will at all times supply adequate tools, appliances and equipment, a sufficient number of properly skilled workers, and a sufficient amount of materials and supplies of proper quality to prosecute its work (“Work”) skillfully, efficiently and promptly. SUBCONTRACTOR will timely and promptly pay for all such labor, equipment, materials, and services referred to in this Agreement, including anything reasonably required or inferable in order (i) to furnish a complete, code-compliant and functional installation and finished work product and (ii) to comply with the requirements of this Agreement and applicable law.

3.2 SUBCONTRACTOR certifies that it is fully familiar with all of the terms of the Subcontract Documents, the location of the job site at which the Work in question is to be performed, and the conditions under which the Work is to be performed and that it enters into this Agreement based upon its reasonable investigation of all such matters and is not relying on any opinions or representations of VIEW. This Agreement represents the entire and integrated agreement between the parties and supersedes all other negotiations, representations, proposals, stipulations, or agreements, either written or oral, including, without limitation, SUBCONTRACTOR’s bid form or proposal. All prior or

contemporaneous agreements to be included in this Agreement are expressly identified herein. No agent or representative of either party has authority to make, and the parties will not be bound by or liable for, any statement, representation, promise, or agreement not set forth herein.

4. FLOW DOWN RELATIONSHIP:

4.1 The Prime Contract is incorporated in this Agreement by reference, and SUBCONTRACTOR and its lower tier subcontractors and suppliers will be and are bound by the Prime Contract insofar as it relates in any way, directly or indirectly, to any work covered by this Agreement. In the event that VIEW’s contract is with the general contractor or subcontractor, not Owner, then (i) the term “Prime Contract” shall refer to and include all of the documents comprising the agreement between the general contractor and the Owner, as well as all of the documents comprising VIEW’s contract with its higher-tier contractor in connection with the Project, and (ii) the term “OWNER” shall include the Project Owner, as well as VIEW’s higher-tier contractor.

4.2 Nothing in this Agreement will be construed as creating a contractual or third party beneficiary relationship between the SUBCONTRACTOR, and/or any of its lower tier subcontractors and suppliers, and the OWNER.

4.3 SUBCONTRACTOR agrees to be bound to VIEW in the same manner and to the same extent that VIEW is bound to OWNER under the Prime Contract to the extent of the work provided for in the Work in question and this Agreement. SUBCONTRACTOR also agrees that where the Prime Contract references the “Contractor” or “Subcontractor,” and the work in question pertains to SUBCONTRACTOR’s Work, then such Prime Contract clause or specification will be interpreted to apply to SUBCONTRACTOR instead of VIEW, but these Terms and Conditions will govern any inconsistent provision of the Prime Contract. SUBCONTRACTOR acknowledges that it has read the Prime Contract and all plans and specifications, is familiar with them, and agrees to comply with and perform all provisions thereof in any way applicable to SUBCONTRACTOR.

5. SUBCONTRACTOR’S OBLIGATIONS:

5.1 Independent Contractor: SUBCONTRACTOR shall be deemed to be an independent contractor, with the

authority and right to direct and control all of the details of the work. Any suggestions, advice or directions given by VIEW or its employees to SUBCONTRACTOR or its employees shall in no way establish or be evidence of an intent to create a master/servant or principal/agent relationship between VIEW and SUBCONTRACTOR.

5.2 Supervision: SUBCONTRACTOR will personally supervise the Work or have a competent foreperson or superintendent satisfactory to VIEW on site at all times during SUBCONTRACTOR's performance with authority to act for SUBCONTRACTOR.

5.3 Compliance with direction and continued performance: In the event of a dispute, SUBCONTRACTOR will comply with VIEW's written directives and will continue its performance, in accordance with Section 12.

5.4 Scheduling and other information: SUBCONTRACTOR at VIEW's request and at the time specified in such request will submit to VIEW progress, procurement and labor-hour completion schedules, satisfactory in form and content to VIEW, and upon VIEW's acceptance of the schedules will prosecute the work in accordance therewith.

5.5 Permits, licenses and inspections: SUBCONTRACTOR will obtain and pay for all permits, licenses, and inspections necessary because of or otherwise related to its Work.

6. THE SUBCONTRACT SUM:

VIEW will pay the SUBCONTRACTOR in current funds for the proper performance and completion of the Work for the amount established for each project on the terms described below.

7. PRICE AND PAYMENT:

7.1 Unless the Prime Contract provides otherwise, VIEW will pay SUBCONTRACTOR for approved work performed, that is accurately reflected in an invoice or payment application delivered to VIEW no later than the tenth (10th) day of the month following the month the labor was performed, or equipment or materials furnished that is reflected in the invoice or payment application.

7.2 For invoices or payment applications submitted as provided in Section 7.1, and subject to the Prime Contract's payment provisions, VIEW will issue payment to SUBCONTRACTOR for all approved work, VIEW will pay to SUBCONTRACTOR the amount paid to VIEW for

SUBCONTRACTOR's work, materials or equipment, less any set-offs or retainage as provided for in the Subcontract Documents or applicable law, within ten (10) days of VIEW's receipt of payment by the OWNER. To the extent permitted by law, payment from OWNER of amounts due SUBCONTRACTOR is a condition precedent to VIEW's obligation to pay SUBCONTRACTOR.

7.3 Notwithstanding any other term of this Agreement, VIEW shall be permitted a reasonable time to pursue remedies and collect from OWNER or other persons for progress payments, final payments or other payments on account of SUBCONTRACTOR's Work or claims, before payment shall become due to SUBCONTRACTOR. What is "reasonable time" shall be decided based upon all relevant circumstances, but shall in no event be less than the amount of time needed to pursue to conclusion (including collection) available remedies against OWNER, insurers, other subcontractors, or any other party responsible for payment.

7.4 SUBCONTRACTOR agrees to provide, if required by VIEW, in a form satisfactory to VIEW, a release of claim or lien for payments, and it is agreed that if such release is required no payments will be due or made, except at VIEW's option, until the release is furnished.

7.5 The retained percentage to be deducted by VIEW from each progress payment to the SUBCONTRACTOR will be the same percentage of retainage as OWNER has deducted from its progress payment to VIEW.

7.6 VIEW will be entitled to deduct as a set-off to any money due SUBCONTRACTOR any amount which SUBCONTRACTOR or any of its affiliates owes VIEW arising out of this Agreement, any Work Order or otherwise.

8. INSURANCE AND BONDS:

8.1 SUBCONTRACTOR agrees that it will purchase and maintain the types of insurance coverage and limits as set forth in the MINIMUM INSURANCE REQUIREMENTS in Exhibit 2. VIEW and the OWNER must be listed as a certificate holder and additional insured and SUBCONTRACTOR will comply with all other requirements of Exhibit 2.

8.2 VIEW is required to keep on file copies of Certificates of Liability insurance on all trade contractors. SUBCONTRACTOR will not be permitted to commence its work until VIEW has current insurance certificates from SUBCONTRACTOR on file in the office.

Any construction schedule delays or costs resulting from SUBCONTRACTOR's non-compliance with this requirement will be the sole responsibility of SUBCONTRACTOR.

8.3 VIEW will have the right to require the SUBCONTRACTOR to furnish bonds covering faithful performance of the Agreement and payment of obligations arising thereunder as stipulated in the Subcontract Documents.

9. SUBCONTRACT TIME:

9.1 TIME IS OF THE ESSENCE. The overall project completion date is set for individual projects. SUBCONTRACTOR agrees to meet or better the durations established in VIEW's schedule.

9.2 SUBCONTRACTOR agrees to commence the Work when notified by VIEW and to diligently perform and coordinate the Work with the other work being performed on the Project, under the Project Schedules that may be issued from time to time. SUBCONTRACTOR agrees to cooperate and participate in the development of schedules so as not to delay, impede, hinder, or interfere with the progress or completion of any part of the work on the Project. If SUBCONTRACTOR fails to maintain its part of VIEW's schedule, SUBCONTRACTOR will, without additional compensation, accelerate the Work as VIEW may direct. VIEW will have the right to decide the sequence and priority of SUBCONTRACTOR's Work as compared with other work.

9.3 SUBCONTRACTOR acknowledges that it may have to perform Work in areas occupied by other forces and that it will have to perform its Work in a sequence or manner to accommodate and facilitate the progress of the work as a whole, rather than in the manner most efficient or desirable for the SUBCONTRACTOR.

10. INDEMNITY:

10.1 To the fullest extent permitted by law, SUBCONTRACTOR agrees to hold harmless, defend and indemnify VIEW and its parents, affiliates, and subsidiaries, and OWNER, and the agents, employees, representatives, officers and directors of each of them, from and against all claims, costs, losses, damages, and expenses (including attorney's fees) (collectively "Claims") arising out of or resulting from performance of SUBCONTRACTOR's Work, or SUBCONTRACTOR's default in performance of its Work, under any project entered into under this Agreement.

10.2 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless VIEW and its parents, affiliates, and subsidiaries, and OWNER, and the agents, employees, representatives, officers and directors of each of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from SUBCONTRACTOR's failure to follow and comply with any and all applicable safety requirements promulgated by any government authority, as well as any safety and health programs published by VIEW or OWNER.

10.3 SUBCONTRACTOR's indemnity obligations arise regardless of whether SUBCONTRACTOR is negligent or whether the negligence or delays of others, including VIEW, are contributory and/or concurrent, but in no event will SUBCONTRACTOR's indemnity obligations under this Agreement require SUBCONTRACTOR to indemnify VIEW for Claims caused by VIEW's sole negligence or willful misconduct, or against liability for damages arising out of bodily injury to persons or damage to property to the extent proximately caused by or resulting from the negligence of VIEW.

11. ADDITIONAL WORK POLICY:

11.1 Changes may occur during the course of the Project. VIEW may order extra or additional work, deletions, deductions, or other modifications to the Work. Such changes will be effective only upon issuance of a written Change Order signed by VIEW. SUBCONTRACTOR will not deviate from the plans and specifications except on written order from VIEW. SUBCONTRACTOR will be responsible for any damage, inconvenience, or increase of costs arising directly or indirectly from failure of SUBCONTRACTOR to observe the same.

11.2 If SUBCONTRACTOR believes it has been caused to perform additional work, or that its progress has been delayed by an event, condition or directive (an "event") outside of SUBCONTRACTOR's control, SUBCONTRACTOR will immediately, but no later than ten (10) days after the occurrence of the event, notify VIEW of the event and its impact on SUBCONTRACTOR's costs or progress. SUBCONTRACTOR further agrees that the notice required herein is material to this Agreement, as well as VIEW's ability to protect its interests and mitigate its costs. Accordingly, and notwithstanding Section 21 to this Agreement, SUBCONTRACTOR agrees that any claim or request for additional money or time is waived if SUBCONTRACTOR fails to issue notice as provided for in this Section 11.2.

12. DISPUTES AND REMEDIES:

12.1 SUBCONTRACTOR agrees to meet with VIEW to resolve any disputes or claims upon request. Unless the parties mutually agree otherwise in writing, if the parties are not able to resolve the dispute at such meeting, SUBCONTRACTOR and VIEW agree to arbitrate the dispute in accordance with the then-current Construction Industry Arbitration Rules of the American Arbitration Association. A demand for arbitration must assert all arbitrable claims the asserting party is aware of. The arbitration hearing shall be held in Santa Clara County, California. Notwithstanding the foregoing, if VIEW becomes involved in a court proceeding instituted by a third party, or chooses to file an action in court against a third party related to SUBCONTRACTOR's Work or a Claim arising from or related to SUBCONTRACTOR's Work, SUBCONTRACTOR agrees to forego and waive this arbitration provision and participate in any such court proceeding if requested by VIEW.

12.2 SUBCONTRACTOR agrees that it must continue to perform its Work during any dispute, unless otherwise expressly agreed in writing by VIEW. VIEW agrees that it will continue to pay SUBCONTRACTOR all undisputed amounts in accordance with this Agreement while any dispute is pending.

13. CLEAN-UP:

SUBCONTRACTOR must at its own cost do its own clean-up and remove from the site all debris resulting from SUBCONTRACTOR's Work. If SUBCONTRACTOR fails to comply with this obligation SUBCONTRACTOR agrees that VIEW can perform said clean-up work and back charge SUBCONTRACTOR for all costs incurred.

14. SAFETY:

14.1 VIEW is dedicated to the safety, well-being, and professional working environment of everyone involved in VIEW projects. This means that all OSHA regulations must be followed on VIEW jobsites. This includes but is not limited to: work boots, long pants, shirts, and hard hats to be worn by everyone at all times while on the job when appropriate. SUBCONTRACTOR agrees that all persons on the job are there ready to work, free from influences of alcohol and drugs, dressed professionally, and treat other trades people with respect and professionalism. SUBCONTRACTOR agrees that SUBCONTRACTOR will reimburse VIEW for all OSHA and other fines and penalties VIEW incurs that arise out of SUBCONTRACTOR's performance of SUBCONTRACTOR's Work.

14.2 SUBCONTRACTOR will protect its Work and materials. SUBCONTRACTOR assumes the risk of all loss or damage to its Work, materials and equipment until final completion and acceptance of the Project by OWNER. If SUBCONTRACTOR installs items provided by others or performs Work in areas to be constructed or prepared by others, SUBCONTRACTOR will carefully inspect and will accept, at the time of delivery or first access, the items so provided and the work by others. Failure to conduct an inspection or to give notice of any discrepancies or problems will be deemed to constitute acceptance by SUBCONTRACTOR of the items or work of others. Loss or damage due to acts of SUBCONTRACTOR will be charged to SUBCONTRACTOR. SUBCONTRACTOR is responsible for all damages or losses it causes to others or to work, equipment or property of others.

15. PROJECT CONDUCT:

15.1 SUBCONTRACTOR agrees that it has read and will fully comply with VIEW's Code of Conduct, which is attached as Exhibit 1 to this Agreement. SUBCONTRACTOR agrees that due to the high-end nature of VIEW's customers, VIEW will have the absolute right to require that SUBCONTRACTOR remove or replace any employee from the work site.

15.2 SUBCONTRACTOR at all times will furnish to VIEW, OWNER, and any representatives of them, safe and ample facilities for inspecting materials and Work at the site of construction, shops, factories, yards or any other places of business of SUBCONTRACTOR, its subcontractors or suppliers, wherever materials under this Agreement may be in the course of preparation, processing, manufacture, painting or treatment. SUBCONTRACTOR will furnish VIEW, as often as VIEW requires, full reports of the progress of the Work at any place materials may be in the course of construction, treatment or manufacture. Such reports will show the progress of such construction, treatment and manufacture in such detail as may be required by VIEW, including but not limited to, any plans, drawings or diagrams in the course of preparation.

16. TERMINATION OF WORK ORDER

16.1 If the SUBCONTRACTOR fails or neglects to carry out the Work in accordance with the Subcontract Documents, is deemed unacceptable by OWNER for any reason, or otherwise fails to perform in accordance with this Agreement, VIEW may terminate SUBCONTRACTOR's right to proceed or continue under any Work Order by giving three (3) days' written notice. SUBCONTRACTOR will remain liable for all costs to complete and any damages and expenses incurred by

VIEW, which may result from the default or breach. If the unpaid balance of the Work Order Sum exceeds the expense of finishing SUBCONTRACTOR's Work plus other damages incurred by VIEW, such excess will be paid to SUBCONTRACTOR. If the expense or damage exceeds such unpaid balance, SUBCONTRACTOR must pay the difference to VIEW.

16.2 A wrongful termination of a Work Order for default under this Agreement will be treated as a termination for convenience. Settlement of the Work Order must be accomplished in accordance with the provisions of the Termination for Convenience clause in the Prime Contract; otherwise, the SUBCONTRACTOR will be paid for all Work completed and materials delivered and stored at the Project site as of the date of termination based on a percentage of completion.

16.3 Neither a Termination for Default nor Termination for Convenience of any ongoing project will terminate either party's respective rights or duties regarding other projects or Work Orders which are designated as surviving termination in this Agreement.

17. LIEN CLAIMS:

SUBCONTRACTOR agrees that it will promptly remove or bond off any and all liens arising out of its Work except to the extent such lien is caused by VIEW payment defaults. If SUBCONTRACTOR fails to promptly remove or bond off any lien, VIEW reserves the right to remove or bond off the lien, and SUBCONTRACTOR agrees to reimburse or indemnify VIEW for all costs incurred by VIEW, including attorney's fees. Further, if such lien is arbitrated or litigated, SUBCONTRACTOR agrees to pay all VIEW reasonable attorney's fees and any amounts to satisfy a resulting settlement, judgment, or award.

18. ASSIGNMENT:

No assignment is allowed without VIEW's written approval.

19. MODIFICATIONS/CHANGES IN WRITING:

No modifications, additions or changes may be made to the Agreement except in written form signed by both VIEW and SUBCONTRACTOR.

20. WARRANTY:

SUBCONTRACTOR guarantees and warrants its Work against all deficiencies and defects in materials or workmanship, and further warrants that all materials and equipment will be of new and good quality unless the Contract Documents require otherwise. SUBCONTRACTOR agrees to indemnify VIEW for all

claims, costs, losses or damages, including attorney's fees, arising out of any breach of the Warranty provided for herein, which obligation shall survive termination of the Agreement.

21. NO WAIVER:

If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as a continuing waiver, or as waiving a later breach of that term.

22. SEVERABILITY:

If any part of this Agreement is for any reason found to be invalid, void, or unenforceable, all other parts nevertheless remain valid, legal, and enforceable. VIEW and SUBCONTRACTOR agree that this Agreement will then be reformed to replace the invalid, void, or unenforceable part with a valid and legal provision that comes as close as possible to expressing the intention of the plain language of the stricken part.

23. COMPLIANCE WITH LAWS AND SAFETY REQUIREMENTS

23.1 SUBCONTRACTOR represents and warrants that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented, including but not limited to any and all contractor licensing laws or regulations, (collectively "Laws") and will perform the Work under compliance with such Laws. The Work under this Agreement will be performed in strict compliance with all Federal, State, or local laws regarding labor and discrimination in employment as well as all requirements of the Subcontract Documents.

23.2 This Agreement will be governed by the law of the place where the Work is to be performed, excluding that jurisdiction's choice of law rules. Subject to Section 12, SUBCONTRACTOR consents to personal jurisdiction in any action brought in any court, federal or state, within such jurisdiction, having personal and subject matter jurisdiction arising under this Agreement, and with respect to any such claim irrevocably waives, to the fullest extent permitted by law, any claim, or any objection it may now or hereafter have, that venue is not proper with respect to any such suit, action, or proceeding brought in such court, including any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum and any claim that a party is not subject to personal jurisdiction or service of process in such forum.

24. TRADE SECRETS:

SUBCONTRACTOR acknowledges that VIEW products and software contain valuable trade secrets owned by VIEW. SUBCONTRACTOR shall not, directly or through third parties, reverse engineer, duplicate, translate, modify, printout, disassemble, decipher, decompile, attempt to derive source code, algorithms, specifications, architectures, structures or other elements, or otherwise tamper with any VIEW product or any firmware, circuit board, software or other component or item provided with same, or otherwise attempt to discover any VIEW intellectual property or trade secrets contained in any such items. VIEW retains sole and exclusive ownership of all intellectual property rights in and to its products and all derivative works thereof (whether developed by VIEW, SUBCONTRACTOR or a third party).

View, Inc.

Master Subcontract Agreement

Exhibit 1

CODE OF CONDUCT

The following Code of Conduct applies without exception to all subcontractors and specialty trade subcontractors performing work for VIEW under this Agreement.

In addition, and to the extent not covered by the provisions above, the following shall apply:

1. Personal Protective Equipment is required.
2. Proper attire is required always.
3. Smoking is not permitted on jobsites. Smoking must take place off property.
4. Housekeeping is an organizational priority. A dirty job reflects a lack of professionalism and is generally unsafe; tradespersons will be responsible for cleaning up for themselves. VIEW may back charge SUBCONTRACTOR \$50/hr for cleaning up SUBCONTRACTOR's debris.
5. Radios and speakers are a privilege; they will not be allowed if they become a nuisance.
6. Proper safety equipment, safe behavior, and well-maintained equipment are expected of all VIEW subcontractors. Any unsafe behavior, unsafe equipment, or unsafe conditions attributed to any aspect of the SUBCONTRACTOR's work must be corrected by SUBCONTRACTOR at its sole expense before work may commence or proceed.
7. Proper language and behavior is a must; no foul or loud language, no horseplay of any kind, and no racial, derogatory, sexually explicit, or otherwise obnoxious behavior or language will be allowed.
8. Respect for the property of the OWNER, other trade people, and the jobsite in general is required. Do not use the OWNER's or other's tools without permission and inform the proper person when property is damaged.
9. Drugs and alcohol have no place on the jobsite. Any person believed to be under the influence will be asked to leave the jobsite. This determination is at the discretion of the job superintendent and/or VIEW personnel.

By entering into this Agreement with VIEW, you agree to comply and agree that failing to comply with any provision of this Code of Conduct is grounds for removal of the offending person(s) from the Project and could be grounds for terminating your Work.

View, Inc.

Master Subcontract Agreement

Exhibit 2

Minimum Insurance Requirements

Subject to any insurance requirements provided in the Work Order or separately in writing for a specific project, or any requirements included in the Prime Contract, the minimum insurance requirements for the SUBCONTRACTOR are as follows:

Commercial General Liability (CGL)

- Insurance Carrier with A.M. Best Rating of at least A-
- Standard ISO form or equivalent with no modifications limiting coverage for Contractual damage to work performed, or to residential construction, earth movement, or XCU
- \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate/\$2,000,000 Products/Completed Ops
- CGL will include aggregate per project (GC2503)
- CGL will apply as primary and non-contributory with respect to any other insurance which covers the additional insured
- CGL will include VIEW and OWNER as additional insureds using ISO forms CG2010 (10/01) and CG2037 (10/01) or a substitute form that includes completed operations coverage
- CGL will include a Waiver of Subrogation Endorsement (CG2404A) in favor of VIEW and OWNER
- SUBCONTRACTOR will maintain CGL insurance for at least 3 years after final acceptance of the work

Automobile Liability

- \$1,000,000 Combined Single Limit

Employees Liability

- \$1,000,000 Each Accident/\$1,000,000 Each Employee/\$1,000,000 Aggregate

Umbrella/Excess Liability

- \$1,000,000 Each Occurrence

Workers Compensation

- SUBCONTRACTOR will maintain workers compensation coverage meeting the requirements of applicable law

To the extent commercially available to SUBCONTRACTOR from its current insurance company, insurance policies required hereunder will contain a provision that the insurance company or its designee must give VIEW and OWNER written notice transmitted in paper or electronic format: (a) thirty (30) days before coverage is non-renewed by the insurance company and (b) within ten (10) business days after cancellation of coverage by the insurance company. Prior to commencing the Work, SUBCONTRACTOR will furnish VIEW with certificates of insurance evidencing the above requirements. Certificates will be provided thereafter upon written request of VIEW.

View, Inc.
Master Subcontract Agreement

SUBCONTRACTOR will be responsible for the deductible amounts or coinsurance payments unless the OWNER, VIEW or its subcontractors, suppliers, and sub-subcontractors are the sole cause of the damage, in which case the party causing the damage will be responsible for the deductible amounts or coinsurance payments.