



Addendum to Contract

Use of the DrawAlert Service for the Project

Subcontractor shall subscribe to and use the DrawAlert software as a service (the “DrawAlert Portal”), to provide preliminary lien notices and other project documentation, for this specific Project. Subcontractor acknowledges and agrees that a material consideration in Owner’s and Contractor’s decision to engage Subcontractor for the Project is Subcontractor’s subscription to and use of the DrawAlert Portal. The Subcontractor, for itself and each Supplier, shall ensure that the following terms and conditions of the DrawAlert Service are followed for the project:

1. Prior to the commencement of construction, the Subcontractor shall accept The Project in the DrawAlert Portal and make the required per project fee of \$75.00
2. The DrawAlert Portal will provide draw notifications through the life of the project to all registered stakeholders. The Subcontractor shall refer to the DrawAlert portal for notifications of draws made.
3. The Subcontractor shall, when applicable, share preliminary lien notice information, conditional and unconditional waivers, certificates of insurance and other related documentation through the DrawAlert portal.
4. During the project closeout phase of each project the Subcontractor shall fairly rate the Contractor via the DrawAlert Portal.

The Subcontractor shall include the terms and conditions of this Addendum in each agreement for the supply of material for the Project and shall include the terms and conditions of this Addendum in each contract that it enters into with sub-subcontractors for the Project. Any failure to subscribe to or use the DrawAlert Service by Subcontractor, any sub-subcontractor or supplier for the Project shall be a material default under the Agreement.



NOTWITHSTANDING ANYTHING TO THE CONTRARY, SUBCONTRACTOR ACKNOWLEDGES AND AGREES THAT THE USE OF THE DRAWALERT SERVICE IS FOR INFORMATIONAL PURPOSES ONLY. THE DRAWALERT SERVICE IS NOT INTENDED TO COMPLY WITH APPLICABLE LAW REGARDING THE CREATION, PERFECTION OR ENFORCEMENT OF LIEN RIGHTS, OR WITH THE FORM, CONTENT OR METHOD OF DELIVERY OF PRELIMINARY LIEN NOTICES, NOTICES AND CLAIMS OF LIEN, LIEN WAIVERS OR ANY OTHER NOTICE. SUBCONTRACTOR AND EACH SUB-SUBCONTRACTOR AND SUPPLIER SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAW WITH RESPECT TO THE CREATION, PERFECTION AND ENFORCEMENT OF LIEN RIGHTS.

THE PER PROJECT FEES ARE \$75 FOR EACH SUBCONTRACTOR.