

McKENNEY'S, INC. BUILDING SERVICES DIVISION TERMS AND CONDITIONS

Upon acceptance of services and attendant goods, materials or equipment from McKenney's, Inc. ("McKenney's Services"), the party accepting McKenney's Services ("Customer") agrees that the following terms and conditions apply without exception to all McKenney's Services provided by McKenney's, Inc. ("McKenney's") and these terms and conditions, along with the written document from McKenney's setting forth the scope, price and other details of the McKenney's Service to be provided to Customer ("Proposal"), form the agreement between the parties (this "Agreement").

1. These McKenney's, Inc. Building Services Division Terms and Conditions ("Terms") shall apply to all McKenney's Services procured by Customer from McKenney's. McKenney's offer to provide McKenney's Services is expressly subject to Customer's acceptance of these Terms. Customer's agreement to have McKenney's begin providing McKenney's Services to Customer shall constitute Customer's acceptance of these Terms and Customer's acceptance and agreement that McKenney's is not bound by any other terms or conditions of Customer in any written acknowledgment, invoice, purchase order or otherwise, that are inconsistent with or in addition to these Terms. These Terms supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of this Agreement and cannot be changed unless modified by a document specifically designated on its face as executed to serve as a written amendment of this Agreement and signed by an authorized representative of Customer and McKenney's.
2. Customer shall pay McKenney's for McKenney's Services in accordance with the payment terms set forth in the Proposal. Prevailing labor rates will apply, unless outside of McKenney's scheduled workday (applies Monday through Friday, excluding holidays), to all services, unless otherwise stated, including major repairs performed under this Agreement. Unless provided otherwise in the Proposal, invoices submitted by McKenney's for McKenney's Services provided in accordance with this Agreement shall be due and payable within thirty (30) days of date of invoice. Payment made by credit card will include a 3% processing fee. Payments due will be made by Customer without any deductions or setoff. Overdue payments required to be paid by Customer pursuant to this Agreement (other than amounts that are the subject of a legitimate, good-faith dispute) will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under the applicable law, from the due date until paid, and should McKenney's be forced to retain professional assistance to collect amounts due it from Customer, Customer shall pay McKenney's costs of collection, including reasonable attorney's fees and court costs.
3. Either party may at any time propose a change to the McKenney's Services. If McKenney's believes that such change will increase its costs or delay completion, or Customer believes a change will decrease McKenney's costs or expedited completion, the parties shall negotiate in good faith to try to accommodate the request for a change. No such change will be effective unless and until set forth in a written amendment to this Agreement that is approved and signed by the parties. Any failure to so agree to a proposed change shall not impair the enforceability of the other terms in the Terms or this Agreement.
4. The parties are and shall remain independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties, and at no time shall either party make any commitments or incur any charges or expenses or be responsible for payment of salary, including applicable withholding of income taxes and social security, worker's compensation, disability benefits and the like, for or in the name of the other party.
5. McKenney's agrees to maintain at its expense the following insurance coverage through completion of McKenney's Services: (a) Commercial General Liability covering products and completed operations, personal injury and property damage with a combined single limit of \$1,000,000 per occurrence; (b) Automobile Liability with a combined single limit of \$1,000,000 per occurrence; (c) Worker's Compensation Insurance Coverage A – Statutory limits and Coverage B-Employer's Liability Insurance with limits of \$1,000,000 for bodily injury each accident or disease. This insurance shall be purchased from and maintained in a company or companies that have and retain a minimum AM Best rating of A-, VII and McKenney's will provide Customer thirty (30) days prior written notice in the event any insurance required herein is cancelled.
6. Any one of the following acts by Customer will constitute a breach of Customer's obligations under this Agreement;
(a) fail to pay any amount due McKenney's under the terms of this Agreement, and such failure is not cured within

five (5) days written notice of such failure to pay; (b) commit a material breach of any other term of this Agreement which remains uncured ten (10) days after written notice of such breach; (c) become or be declared insolvent or bankrupt or become the subject of proceedings related or similar thereto, or make an assignment for the benefit of Customer's creditors. In the event Customer breaches this Agreement in any manner set forth above, McKenney's may, by written notice to Customer, terminate this Agreement, or any part thereof, without any liability. Customer will be liable for all costs, including reasonable attorney's fees, incurred by McKenney's in any action brought by McKenney's to collect payments owing or to otherwise enforce its rights under this Agreement, as well as for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

7. Neither party will be liable for any delay in performance or inability to perform (other than payment obligations) due to an event of Force Majeure. Acts of "Force Majeure" include any acts, regulations, declarations or laws of any government; war, terrorism, epidemics or civil commotion and destruction of facilities or materials; fire; earthquake or storm; labor disturbances; material shortages; failure of public utilities or common carriers; and any other causes beyond the reasonable control of the entity affected. If a party's performance is delayed by an act of Force Majeure, the time for performance will be extended to such extent which equals the delay caused by the Force Majeure event, plus, if applicable, the time required to assemble and redeploy McKenney's resources to perform McKenney's Services.
8. Under no circumstances shall either party, McKenney's or Customer, be liable for any punitive, special or consequential damages arising from or related to this Agreement whether based upon lost goodwill, lost profits, lost work, impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise; nor shall McKenney's be liable for any damages, injuries or losses arising from or related to waterborne pathogens, including Legionella, or any health risks therefrom. The aggregate liability of McKenney's for any claims, damages or losses arising out of or related to McKenney's Services will in no instance exceed the total purchase price paid by Customer under this Agreement. To the extent permitted by applicable law, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, indemnity, warranty, tort (including negligence), by operation of law, or otherwise.
9. Customer shall pay McKenney's, in addition to the price under this Agreement, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws applicable to services, equipment, parts and materials provided by McKenney's under this Agreement, exclusive of ordinary personal property taxes assessed against McKenney's. If Customer cancels this Agreement before the McKenney's Services called for under this Agreement have been completed, it shall be liable for all reasonable costs incurred by McKenney's for the benefit of Customer and chargeable under this Agreement up to the date of cancellation, less any reimbursements or refunds of the same McKenney's obtains.
10. It is agreed that Customer shall assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes not caused by McKenney's.
11. McKenney's Services exclude any work connected or associated with hazardous substances. Subject to the exceptions in the preceding sentence, "Hazardous Substances" means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.). If Customer or any of its affiliates, representatives or agents are aware or become aware of the presence of any Hazardous Substances in or around the area in which McKenney's Services will be performed, they will immediately notify McKenney's of such. McKenney's will not and shall not perform any identification, abatement, cleanup, removal, transport, treatment, storage or disposal of Hazardous Substances as a part of McKenney's Services. Should McKenney's become aware of or suspect the presence of Hazardous

Substances while performing McKenney's Services which have not been disclosed by Customer, or which present or may present a hazard to or endanger health, welfare or safety, McKenney's shall immediately stop work in the affected area and notify Customer of the Hazardous Substances. Customer shall indemnify, defend and hold harmless McKenney's from any and all claims, damages, expenses and liability of any kind arising from McKenney's employees being exposed to Hazardous Substances while performing McKenney's Services for Customer on Customer's property. McKenney's shall not be required to resume performance of the McKenney's Services in the affected area until the affected area has been rendered harmless and officially certified as such. McKenney's shall indemnify, defend and hold harmless Customer from any and all claims, damages, expenses and liability of any kind arising from McKenney's use of or installation of Hazardous Substances or materials containing Hazardous Substances while performing McKenney's Services for Customer on Customer's property.

12. To the fullest extent permitted by law, McKenney's shall indemnify and hold harmless the Customer and its agents and employees against all third-party claims, damages, losses and expenses, including reasonable attorney's fees, costs of court and other legal expenses, to the extent arising out of or resulting from McKenney's negligent acts or omissions related to McKenney's Services. To the fullest extent permitted by law, Customer shall indemnify and hold harmless McKenney's and its agents and employees against all third-party claims, damages, losses and expenses, including reasonable attorney's fees, costs of court and other legal expenses, to the extent arising out of or resulting from Customer's negligent acts or omissions related to McKenney's Services.
13. Unless provided otherwise in the Proposal, McKenney's warrants that for up to one (1) year after providing McKenney's Services McKenney's shall remedy any defects in workmanship or materials in McKenney's Services not due to improper use or maintenance and further warrants that any equipment provided as part of McKenney's Services shall have good and merchantable title and be free of any and all claims, liens, security interests or other encumbrances. McKenney's further warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986, including but not limited to all of its I-9 employer verification provisions, and any future changes to the Act, as well as with any applicable state immigration compliance laws. Additionally, McKenney's warrants that it has an I-9 verification policy which it administers uniformly throughout the company. **THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**
14. The parties agree that to the extent the McKenney's Services requires the establishment of a connection to any Customer data systems, the McKenney's, Inc. Network Access Agreement is incorporated into these Terms and is applicable to, and governs, all McKenney's Services provided to Customer under this Agreement. The Network Access Agreement can be reviewed at www.mckenneys.com/Legal.aspx, accessed with the password "ACST&C".
15. Any controls system provided by McKenney's as part of the McKenney's Services that includes use of routing equipment and digital components such as those provided by Meraki, Tosibox, and Cloudflare will incorporate and be governed by the respective customer end use agreement terms and conditions (Customer Agreement) of the respective provider(s) of such when their software or hardware products are used as part of the controls system, with McKenney's assuming all the rights and responsibilities of the respective provider(s) and Customer assuming all the rights and responsibilities of the customer as set forth in the respective Customer Agreement(s).
16. Software provided in connection with this Agreement will be owned by the Customer and Customer will be responsible for complying with the software end user agreements. Customer agrees that McKenney's may collect, use, and disclose quantitative data derived from the use of McKenney's Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing McKenney's Services.
17. If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation in Atlanta, Georgia in accordance with the rules of the American Arbitration Association and its Construction Industry Mediation Procedures before resorting to arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, which cannot be settled by mediation, shall be settled by arbitration in Atlanta, Georgia conducted in accordance with the American Arbitration Association Associates Construction Industry Arbitration Rules and judgment on the Award may be entered in any court having jurisdiction thereof. The parties acknowledge they have read and understand the provisions of this Agreement regarding arbitration and acknowledge that at the time of execution of this Agreement, the parties agree this transaction is in and substantially affects and impacts interstate commerce as that term is used and defined by the Federal

Arbitration Act, 9 U.S.C., Sections 1, et seq. and attendant case law, and the parties contemplate substantial interstate activity in the performance of this Agreement.

18. This Agreement and the Terms shall be governed and interpreted under the laws of the State of Georgia without regard to or application of its principals or laws regarding conflicts of laws, and venue for any disputes arising from this Agreement shall be exclusively in Atlanta, Georgia. Any Terms provision deemed invalid or unenforceable (in whole or in part) shall be severed without affecting the remainder of the Terms.
19. All notices required to be given by this Agreement shall made in writing and delivered to the authorized representative of the respective parties, whose name and address appear in the Proposal and/or Purchase Order issued by McKenney's, via hand-delivery, U.S. certified mail or overnight delivery by a recognized commercial courier company such as UPS or Federal Express.
20. McKenney's is committed to the safety of our employees as well as yours. The work performed under this Agreement will be in accordance with the McKenney's, Inc. Safety and Loss Prevention Plan, which includes McKenney's right to stop any work that cannot be performed in a safe manner.
21. This Agreement sets forth the entire agreement between the parties. Either party's failure to insist upon performance of any provisions of the Terms or to exercise any rights hereunder shall not be construed as a waiver of such provisions or rights. All the provisions of the Terms which by their nature should continue in force beyond the term of this Agreement will remain in force after termination.

