

BUILDING MAINTENANCE SPECIFIC TERMS AND CONDITIONS

The terms and conditions set forth in this Building Maintenance Specific Terms and Conditions (“Specific Terms and Conditions”) supplement the Agreement between supplier of Products and/or Services (“Supplier”) and Connect Holding II LLC d/b/a Brightspeed (“Brightspeed”) and shall apply to all Suppliers engaged in the provision of building maintenance services to Brightspeed and Brightspeed Affiliates.

1. Definitions:

- **“Affiliates”** means all entities that Control, are Controlled by, or are under common Control with Supplier or Brightspeed, where **“Control”** means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of at least fifty percent (50%) of its voting securities, by contract, or otherwise. Brightspeed “Affiliates” are limited to subsidiaries under the direct and indirect Control of Brightspeed.
- **“Agreement”** means the agreement between supplier of Services or Products (“Supplier”) and Connect Holding II LLC d/b/a Brightspeed (“Brightspeed”), and all exhibits thereto, Products and Services documentation, all applicable Orders, and any other contract between Supplier and Brightspeed that references the Supplier Portal.
- **“Hazardous Materials”** means any hazardous, radioactive, or toxic substance, material or waste defined or regulated under any environmental, health or safety law including without limitation, asbestos, and those hazardous materials, substances, and wastes defined by the enabling statutes, or regulations, orders or rules of the United States Department of Transportation ("DOT"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") or the Nuclear Regulatory Commission.
- **“Order”** means any valid statement of work, order form, or any other ordering document signed by Brightspeed (and if applicable Supplier) to purchase Products and Services.
- **“Products”** means any and all goods and software specified in an Order.
- **“Supplier Personnel”** or **“Personnel”** means (i) all employees, agents, contractors and/or subcontractors of Supplier, and (ii) all subcontractors’ respective employees, agents and contractors who provide Products or perform the Services in connection with this Agreement.
- **“Supplier Portal”** means the Brightspeed portal containing policies, terms and conditions which are applicable to Supplier and its Personnel hereunder and is located at <https://www.brightspeed.com/ew/about/doing-business-with-brightspeed.html>.
- **“Services”** means any and all services provided by Supplier to Brightspeed, including but not limited to any Professional Services, support services, implementation services, and Subscription Services.

2. SAFETY AND HEALTH: While on Brightspeed’s or Brightspeed’s customer’s premises, Supplier and its employees and agents will comply with Brightspeed’s Environmental Health and Safety Requirements located on the Supplier Portal - and all applicable rules and regulations, as well as all local, state and federal environmental, health and safety requirements, including those relating to the use and handling of Hazardous Materials. Supplier will immediately report to Brightspeed any accidents, injuries or property damage arising from performance in connection with the Agreement.

3. ACCESS TO PREMISES:

3.1. General Access; Photo I.D. If Supplier requires access to a Brightspeed facility or facilities of Brightspeed's customers or vendors, in connection with the Supplier's performance of its obligations under the Agreement, Brightspeed will permit required access upon reasonable advanced written notice. Supplier will comply with Brightspeed's access policies and procedures and at Brightspeed's request, Supplier will furnish a personnel sheet containing the employee's name, address, telephone number, job duties, key assignment and any other information Brightspeed deems necessary to safeguard its property and operations.

3.2. Plant and Work Rules. Supplier and Brightspeed, while on the premises of the other, will comply with all plant rules and regulations, including where required by governmental regulation, submission of satisfactory clearance from appropriate governmental regulations.

4. METHODS AND PROCEDURES: When directed by Brightspeed or authorized agent, Supplier will prepare, submit and have approved by Brightspeed and agent, a formal Methods of Procedure ("MOP") document that will include detailed work processes, time frames, and responsibilities. Supplier will fully comply with any approved MOP and will cause Supplier's employees, agents and subcontractors and their respective employees and agents to comply with the MOP.

7. ADDITIONAL WARRANTIES: In addition to the representations and warranties in the Agreement, and notwithstanding anything to the contrary therein, Supplier agrees to the following:

7.1. Minimum of 12 Month Warranty. In addition to any other express or implied obligations and assurances under the Order, Supplier hereby warrants for a period of 12 months (or longer, if so provided by law, and to the extent provided by law) from and after the later of (i) the date of Brightspeed's acceptance of the Services, or (ii) the date that the defect was reasonably discoverable, that all Services will conform to applicable Specifications and will be free from deficiencies in material, workmanship, design, and performance under normal use and service and will conform in all respects with the order.

7.2. Corrective Measures. It is agreed that Supplier will, at its own expense, promptly correct and cure critical defects within 24 hours of notification. Brightspeed, in its sole determination, will determine what defects are critical. Supplier will promptly correct and cure all other non-critical defects arising or becoming known upon notification by Brightspeed to Supplier, within the time frame specified in the written notice from Brightspeed, but not to exceed 10 calendar days. Brightspeed's written notice will be dated as of the day mailed, hand delivered, emailed or faxed to Supplier or a representative thereof, and will generally describe the defect.

7.3. Failure to Correct. If Supplier fails to correct such defect(s) within the 24-hour period or the time specified in the written notice from Brightspeed, Brightspeed will have the right to cause the defect to be corrected in accordance with the provisions of the Order. If, in the reasonable judgment of Brightspeed, the nature of the defect or then existing conditions or demands make it appropriate to effect immediate repairs, and Supplier is not capable of effecting those immediate repairs to Brightspeed's satisfaction based on Brightspeed's determination, Brightspeed at its sole option has the discretion to effect immediate repair by Brightspeed or a third party selected by Brightspeed. If Brightspeed or a third party performs the correction, Brightspeed will invoice Supplier for Brightspeed's costs, including without limitation labor costs, and Supplier will pay Brightspeed for such costs within 30 calendar days after receipt of an invoice.

7.4. Additional Warranty Period. Any repaired or replacement materials will have a warranty period equal to the greater of: (i) 1 year from the date of incorporation in the Services, or (ii) the remainder of the original warranty period.

7.5. Survival of Warranties. Warranties will not be affected by removal, relocation, or resale of the Services, and warranties will survive inspection, acceptance and payment. Warranties will run to Brightspeed, its agents, successors in interest, assigns and customers.

7.6. Payment of Costs to Remedy. Supplier will immediately pay all reasonable costs (including attorneys' fees, additional testing and inspection, and Brightspeed's own costs or compensation paid to third parties) incurred by or on behalf of Brightspeed in identifying and correcting a defect in the Services or materials found to be the responsibility of Supplier. If such costs and expenses are not immediately paid, Brightspeed shall have the right to withhold sums from payment to Supplier and/or to terminate the order in whole or in part.

7.7. Non-Exclusive Remedy. Establishment of the 12-month period in the subsection above relates only to the specific obligation of Supplier to correct the Services, and has no relationship to the time within which Brightspeed may seek to enforce Supplier's obligations under the order.

8. PROTECTION OF EXISTING VEGETATION AND IMPROVEMENTS: Supplier shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs and grass) on or adjacent to the site where the Services are to be performed, which are not to be removed and which do not unreasonably interfere with the Services required under the Order. Additionally, Supplier shall protect from damage all existing improvements and utilities (a) at or near the site where the Services are to be performed, and (b) on adjacent property of a third party. Supplier shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the order or failure to exercise reasonable care in performing the Services. If Supplier fails or refuses to repair the damage promptly, Brightspeed may have the necessary work performed and charge all related cost to Supplier.

9. OUTAGES: A "Supplier Attributable Outage" is an outage triggered by Supplier in connection with the performance of its Services. An outage is defined as an unscheduled partial or complete interruption of service for any period of time as a direct result of Supplier's actions during the performance of its Services.

9.1. Costs incurred by Brightspeed to restore a Supplier Attributable Outage will be assessed against Supplier. Costs will be itemized by Brightspeed and could include the cost of materials required to restore service, Brightspeed's time involved to locate and restore the outage, and any other charges, or penalties incurred by Brightspeed as a result of the outage.

9.2. Supplier will provide a "Root Cause Analysis and Corrective Action Plan," executed by a senior manager of Supplier, for each Supplier Attributable Outage within 1 week of said occurrence.

9.3. Under no circumstances is Supplier liable for damages to the extent they are (a) directly and solely caused by Brightspeed or a third party not under Supplier's supervision and control or (b) caused solely by other supplier's products (unless provided or recommended by Supplier or its subcontractors).

9.4. Notwithstanding anything to the contrary contained in the order, Brightspeed may terminate the Order, in whole or in part, immediately upon written notice if it is determined by Brightspeed that Supplier caused a Supplier Attributable Outage.

10. BACKGROUND SCREENING. Brightspeed may permit Supplier access to Brightspeed's facilities and facilities of Customers and contractors. Supplier and Supplier Personnel will comply with the applicable terms of the Agreement and further adhere to the with the on-site requirements provided or made accessible by Brightspeed.. At Supplier's expense, Supplier will comply with the Brightspeed Drug Testing and Background Check Requirements available at the Supplier Portal, which are incorporated herein by this reference.

11. SURVIVAL: The provisions of these Specific Terms and Conditions regarding "Additional Warranties" and all others that by their sense and context are intended to survive the expiration of the order will survive.

12. CONFLICT: In the event of a conflict between these Specific Terms and Conditions and the Purchase Order Terms and Conditions or any order referencing these Specific Terms and Conditions, these Specific Terms and Conditions shall control.