

## BUILDING MAINTENANCE SPECIFIC TERMS AND CONDITIONS

These Building Maintenance Specific Terms and Conditions supplement the Procurement Standard Terms and Conditions (together, the "Agreement") and apply to CenturyLink's purchase of building maintenance services from Supplier in connection with the order, as described in the order.

### 1. INVOICES AND PAYMENTS:

In addition to the terms and conditions in the section titled "Orders; Invoicing" of the Procurement Standard Terms and Conditions, the following terms and conditions apply to the Services performed under these Specific Terms and Conditions. "Services" means the services Supplier provides to CenturyLink as specified in the Agreement, statement of work or order.

#### 1.1. Approved Invoices.

Within 30 days of providing Purchases to CenturyLink, Supplier will submit a Request for Receipt by the method agreed upon by the parties. Unless otherwise required by law, CenturyLink will not pay for an invoice that is issued to CenturyLink more than 90 calendar days after completion of the Purchases.

##### 1.1.1. Invoicing for Services.

**Time and Materials.** For Services performed on a time and materials basis, Supplier will charge the rates set forth in the Services Price Schedule or order, and will complete the Application for Payment process on a monthly basis.

##### 1.1.2. Fixed Prices.

For Services performed at a fixed price, Supplier will initiate the Application for Payment process upon completion and acceptance of milestones in accordance with the payment schedule set forth in the Services Payment Schedule or order.

#### 1.2. Invoicing.

Supplier will submit with its invoice any reports, forms or Documentation requested by CenturyLink. The invoice shall indicate a "remit to" address. Language included or inserted on an Invoice or on any other document submitted by Supplier with an Invoice that conflicts with the terms and conditions contained in the order will not be binding and is null and void.

#### 1.3. Waiver of Claims.

In no event will Supplier be compensated for more than the sum due under the order, as modified by any Change Order. Supplier will bring any claim for amounts Supplier claims are due and owing from CenturyLink within 1 year after the issuance of the relevant invoice. Any claim(s) not brought by Supplier within this 1 year period will be waived.

### 2. SAFETY AND HEALTH:

While on CenturyLink's or CenturyLink's customer's premises, Supplier and its employees and agents will comply with CenturyLink's Exhibit SH "Safety and Health Requirements", 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 CenturyLink any accidents, injuries or property damage arising from performance in connection with this Agreement, in accordance with Exhibit SH to the Statement of Work.

### 3. ADDITIONAL INSURANCE REQUIREMENTS:

Supplier will carry and maintain the insurance coverage listed below:

#### 3.1. Pollution Liability Insurance.

If the Service includes the provision of fuel delivery or storage; the abatement of asbestos, lead or mold (or any like substance); the detection, disposal, removal, remediation, transportation and/or storage of hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter; work on roofing systems (only if the roofing materials contain asbestos or other hazardous materials); work on HVAC systems (only if the HVAC materials are or contain hazardous materials such as freon); pest control; chemical water treatment; fire suppression; or work on window systems or insulation (only if the window or insulation materials contain asbestos or other hazardous materials), Contractor's Pollution Liability in an amount not less than \$1,000,000 per occurrence or claim and \$2,000,000 annual aggregate and endorsed to provide coverage for contractual liability with respect to liability assumed by Contractor under the Agreement is required. If applicable, such insurance will provide a retroactive date prior to the date of this Agreement and an extended claims reporting period continuing coverage for two (2) years after completion of the Work.

#### 3.2. Employee Dishonesty Insurance or Fidelity Bond.

If the Services involve outside work which is on CenturyLink or CenturyLink customer's premises, Supplier will maintain Employee Dishonesty insurance or a Fidelity Bond covering all loss for which Supplier is legally liable, arising out of or in connection with any fraudulent or dishonest acts committed by Supplier Personnel or third

parties, acting alone or with others in the amount of not less than \$500,000.

If the Services involve inside work which is on CenturyLink or CenturyLink customer's premises, Supplier will maintain Employee Dishonesty insurance or a Fidelity Bond covering all loss for which Supplier is legally liable, arising out of or in connection with any fraudulent or dishonest acts committed by Supplier Personnel or third parties, acting alone or with others in the amount of not less than \$1,000,000.

**4. ACCESS TO PREMISES:**

**4.1. General Access; Photo I.D.**

If Supplier provides reasonable advanced written notice to CenturyLink, CenturyLink will permit Supplier access to CenturyLink's facilities and, if applicable, facilities of CenturyLink's customers and vendors, in connection with Supplier's performance of its obligations under this Agreement. At CenturyLink's request, Supplier will furnish a personnel sheet containing the employee name, address, telephone number, job duties, key assignment and any other information CenturyLink deems necessary to safeguard its property and operations. In addition to the subsection below, Supplier will comply with CenturyLink's access policies and procedures.

**4.2. Plant and Work Rules.**

Supplier and CenturyLink, 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.

**5. METHODS AND PROCEDURES:**

When directed by CenturyLink or Consultant, Supplier will prepare, submit and have approved by CenturyLink and Consultant methods of procedure ("MOP") that will include detailed work processes, time frames, and responsibilities. Contractor will 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.

**6. COMPLIANCE WITH POLICIES:**

Contractor will comply and cause its employees, agents and Subcontractors and their respective employees and agents to comply, with all CenturyLink rules and regulations pertaining to each Site, and all amendments or supplements thereto, including without limitation rules regarding cellular telephone use. Contractor also will comply and will cause Contractor's employees, agents and Subcontractors and their respective employees and agents to comply with all health and safety directives issued by CenturyLink while present at the Site, which will be made available by CenturyLink, including but not limited to the following sections of the CenturyLink Fire Life Safety Policy (QFLSP):

No smoking policy

QFLSP-D1 "Fire Protection during Construction"

QFLSP-E3 "Fire Stopping Requirements"

QFLSP-A6 "Fire Protection Impairment Program"

**7. ADDITIONAL WARRANTIES:**

In addition to the representations and warranties in the Procurement Standard Terms and Conditions, 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 CenturyLink'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. CenturyLink, 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 CenturyLink to Supplier, within the time frame specified in the written notice from CenturyLink, but not to exceed 10 calendar days. CenturyLink's written notice will be dated as of the day mailed, hand delivered 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 CenturyLink, CenturyLink 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 CenturyLink, 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 CenturyLink's satisfaction based on CenturyLink's determination, CenturyLink at its sole option has the discretion to effect immediate repair by CenturyLink or a third party selected by

CenturyLink. If CenturyLink or a third party performs the correction, CenturyLink will invoice Supplier for CenturyLink's costs, including without limitation labor costs, and Supplier will pay CenturyLink 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 CenturyLink, 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 CenturyLink's own costs or compensation paid to third parties) incurred by or on behalf of CenturyLink 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, CenturyLink 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 CenturyLink 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, CenturyLink may have the necessary work performed and charge all related cost to Supplier.

**9. OUTAGES:**

A "Supplier Attributable Outage" is an outage solely 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 CenturyLink to restore a Supplier Attributable Outage will be assessed against Supplier.

Costs will be itemized by CenturyLink and could include the cost of materials required to restore service, CenturyLink's time involved to locate and restore the outage, and any other charges, or penalties incurred by CenturyLink 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 any damages which are (a) directly caused by CenturyLink or a third party not under Supplier's supervision and control or (b) caused 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, CenturyLink may terminate the order, in whole or in part, immediately upon written notice if it is determined by CenturyLink that Supplier caused a Supplier Attributable Outage.

**10. BACKGROUND SCREENING.**

CenturyLink may permit Supplier access to CenturyLink's facilities and facilities of Customers and contractors. Upon request, Supplier will furnish the names, addresses, telephone numbers, job duties, key assignments and any other information regarding Supplier Personnel that CenturyLink deems necessary to safeguard its property and operations. Supplier and Supplier Personnel will comply with the applicable terms of the Agreement and adhere to the current version of the Physical Security Administration Standards, which is available at the Supplier Portal found at

<http://www.centurylink.com/Pages/AboutUs/CompanyInformation/DoingBusiness/> or upon Supplier's request.

At Supplier's expense, Supplier will comply with the CenturyLink Drug Testing and Background Check Requirements available at the Supplier Portal, which are incorporated herein by this reference.

**11. SURVIVAL:**

The provisions of these Building Maintenance 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. NOTICE:**

Whenever any notice, consent, approval, request, demand or authorization and the like (collectively, “Notice”) is required or permitted under this Agreement, the same must be in writing. Notice must be delivered in person, by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service to the parties at the addresses listed below in the Signature Block.

**13. CONFLICT:**

In the event of a conflict between these Specific Terms and Conditions and the Purchase Order Terms and Conditions, these Special Terms and Conditions shall control.