

## **BUILDING MAINTENANCE SPECIFIC TERMS AND CONDITIONS**

These Building Maintenance Specific Terms and Conditions supplement the Procurement Standard Terms and Conditions and any order where these terms are referenced (together, the "Agreement") and apply to Lumen'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 or in addition to terms of the order where these terms are referenced, the following terms and conditions apply to the Services performed under these Specific Terms and Conditions. "Services" means the services Supplier provides to Lumen as specified in the Agreement, statement of work or order.

#### **1.1. Approved Invoices.**

Within 30 days of providing Services to Lumen, Supplier will submit a formal invoice by the method mutually agreed upon by the parties. Unless otherwise required by law, Lumen will not pay for an invoice that is issued to Lumen 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, on a Rate Card or specific to the 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 Lumen. The invoice shall indicate a "remit to" address, a unique invoice number and a date. 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 or as modified by a Change Order. Supplier will bring any claim for amounts Supplier claims are due and owing from Lumen 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 Lumen's or Lumen's customer's premises, Supplier and its employees and agents will comply with Lumen'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 Lumen any accidents, injuries or property damage arising from performance in connection with this Agreement.

### **3. ADDITIONAL INSURANCE REQUIREMENTS:**

Supplier will carry and maintain the insurance coverage listed below in addition to any other required insurance:

#### **3.1. Pollution Liability Insurance.**

If the Service includes the provision of fuel delivery or storage; 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 three(3) years after completion of the Work.

#### **3.2 Asbestos Abatement Coverage.**

In the event that Supplier will dispose, remove or remediate asbestos, asbestos abatement insurance shall be required with limits of \$1,000,000 per claim and \$2,000,000 aggregate.

In the event that Supplier will test for or monitor asbestos particles, asbestos abatement consultants professional liability shall be required with limits of \$1,000,000 per claim and \$2,000,000 aggregate.

#### **3.3. Employee Dishonesty Insurance or Fidelity Bond.**

If the Services involve work which is on Lumen or Lumen customer's premises, Supplier will maintain Employee Dishonesty Insurance or a Fidelity Bond with limits of not less than \$1,000,000 each occurrence covering all loss arising out of or in connection with any fraudulent act, dishonesty, or disappearance and destruction. This coverage will include 3<sup>rd</sup> Party or Client Coverage for the benefit of Lumen.

### **4. ACCESS TO PREMISES:**

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

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

#### **4.2. Plant and Work Rules.**

Supplier and Lumen, 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 Lumen or authorized agent, Supplier will prepare, submit and have approved by Lumen 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.

## **6. COMPLIANCE WITH POLICIES:**

Supplier will comply and cause its employees, agents and subcontractors and their respective employees and agents to comply, with all Lumen rules and regulations pertaining to each Site, and all amendments or supplements thereto, including without limitation rules regarding parking, access and cellular telephone use. Supplier also will comply and will cause Supplier’s employees, agents and Subcontractors and their respective employees and agents to comply with all health and safety directives issued by Lumen while present at the Site, which will be made available by Lumen, including but not limited to the following sections of the Lumen 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 Lumen’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. Lumen, 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 Lumen to Supplier, within the time frame specified in the written notice from Lumen, but not to exceed 10 calendar days. Lumen’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 Lumen, Lumen 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 Lumen, 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 Lumen’s satisfaction based on Lumen’s determination, Lumen at its sole option has the discretion to effect immediate repair by Lumen or a third party selected by Lumen. If Lumen or a third party performs the correction, Lumen will invoice Supplier for Lumen’s costs, including

without limitation labor costs, and Supplier will pay Lumen 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 Lumen, 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 Lumen's own costs or compensation paid to third parties) incurred by or on behalf of Lumen 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, Lumen 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 Lumen 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, Lumen 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 Lumen to restore a Supplier Attributable Outage will be assessed against Supplier. Costs will be itemized by Lumen and could include the cost of materials required to restore service, Lumen's time involved to locate and restore the outage, and any other charges, or penalties incurred by Lumen 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 Lumen 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, Lumen may terminate the order, in whole or in part, immediately upon written notice if it is determined by Lumen that Supplier caused a Supplier Attributable Outage.

#### **10. BACKGROUND SCREENING.**

Lumen may permit Supplier access to Lumen'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 current version of the Physical Security Administration Standards, which are available at the Supplier Portal found at <http://www.Lumen.com/Pages/AboutUs/CompanyInformation/DoingBusiness/> or upon Supplier's request. At Supplier's expense, Supplier will comply with the Lumen 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 or any order referencing these Specific Terms and Conditions, these Specific Terms and Conditions shall control.