1. Introduction

Divisions, Inc. dba Divisions Maintenance Group (“DMG”) provides best-in-class facility maintenance services for commercial and residential multisite organizations nationwide. We are an essential partner to our customers and technicians, offering dedicated teams, local field support, 24/7 coverage, tailored products, and a customer-first commitment. We deliver uninterrupted peace of mind to our customers.

When an individual or entity (“Customer”) requests DMG perform services, DMG will prepare and deliver a summary of the essential service terms (the "Service Confirmation") to Customer. These Customer Terms of Use (“Terms”) apply to each Service Confirmation and are incorporated by reference. These Terms are in addition to, and do not nullify, any other agreement between Customer and DMG or any other applicable terms and conditions found in an individual Service Confirmation.

2. Acceptance of Terms

By requesting DMG perform services for Customer, failing to object to the contents of a Service Confirmation immediately upon receipt, or otherwise engaging with DMG’s services, including all associated features and functionalities, websites, user interfaces, content, and software applications associated with our services (collectively “Services”), Customer agrees to be bound by these Terms and the contents of any applicable Service Confirmation. Under no circumstances may Customer contest the terms of a Service Confirmation after DMG begins performance of the contemplated services.

DMG may occasionally make changes to these Terms. Customer’s continued use of DMG’s Services after changes have been made will constitute acceptance of the changes.

3. Scope of Work and Payment

Each individual Service Confirmation will include a description of the contemplated scope of work (the “Work”) and associated cost. Any additional projects, material, or labor deemed necessary to complete the project, regardless of circumstances, will be billed on as time and material. Additional requests for Services may be documented in a service order, Service Confirmation, or any other writing mutually agreed upon by the parties including statements of work, purchase orders, e-mails or text messages between the parties outlining the location(s), rates, frequency, and other details of the Services. All work performed for Customer by DMG shall be subject to the terms and conditions of this Agreement.

Unless otherwise stated in the Service Confirmation, payment shall be made in full upon completion of the Work. No deductions shall be made from payments due DMG on account of any allegedly defective work or increases in the cost of the Work. At DMG’s sole discretion, DMG may invoice Customer at any time prior to completion of the Services for all Services rendered prior to the invoice date. Customer shall pay all invoiced amounts no later than 15 days after Customer’s receipt of such invoice.

All late payments shall bear interest at the higher of (a) the rate of 1.5% per month and (b) the highest rate permissible under Ohio law, calculated daily and compounded monthly. Customer shall also reimburse DMG for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law, DMG has the right to suspend Services without notice if the Customer fails to pay any fees when due under this Agreement and such failure

continues for fifteen (15) calendar days.

4. Customer Obligations

Customer shall designate one of its employees or agents to serve as its primary contact with respect to all Service Confirmations and these Terms and to act as Customer's authorized representative with respect to matters pertaining to these Terms (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed. Customer shall require that the Customer Contract Manager respond promptly to any reasonable requests from DMG for instructions, information, or approvals required by DMG to provide the Services. Customer shall cooperate with DMG in DMG's performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable DMG to provide the Services. Customer shall take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in DMG's provision of the Services.

5. Warranties and Disclaimers

DMG warrants that it shall perform the Services in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. DMG's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be to discontinue use of DMG's Services. Under no circumstances shall DMG's liability exceed the fees paid to DMG by Customer for any individual Service Confirmation. DMG MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property

All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of DMG in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "Deliverables") shall be owned by DMG.

7. Limitation of Liability

IN NO EVENT SHALL DMG BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL DMG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR

RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO DMG PURSUANT TO THE APPLICABLE SERVICE CONFIRMATION GIVING RISE TO THE CLAIM.

8. Entire Agreement

These Terms, including and together with any related Service Confirmation, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

9. Forum and Choice of Law

These Terms and all related documents are governed by, and construed in accordance with, the laws of the State of Ohio without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to the Services or these Terms in any forum other than the appropriate state or federal district court located in Hamilton County, Ohio.

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE FROM THE SERVICES OR THESE TERMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

10. Miscellaneous

All provisions of these Terms which by their nature should survive termination shall survive, including, without limitation, provision regarding ownership, warranty disclaimers, and limitations of liability.

Either Party may terminate this Agreement or any Service Confirmation at any time, for any reason, upon written notice to the other Party (email is fine). Customer is required to pay DMG for all Services performed up to the effective date of termination.

No amendment to or modification of this Agreement, or any Statement of Work, work order, or purchase order, is effective unless it is in writing and authorized by a representative of each Party (email is fine).

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations without the prior written consent of DMG. Any purported assignment or delegation without prior written consent shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under these Terms or any Service Confirmation. DMG may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all DMG’s assets without Customer's consent.

The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by DMG shall be under its own control, Customer being interested only in the results thereof. These Terms benefit solely the Parties and their respective permitted successors and assigns and nothing contained within these Terms or any Service Confirmation, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.