

The below Terms apply only to the extent there is not a separate agreement signed by Customer and DMG for the Services (capitalized terms defined below).

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 Order") to Customer. These Customer Terms and Conditions ("Terms") apply to each Service Order 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 Order.

2. Acceptance of Terms

By requesting DMG perform services for Customer ("Services"), failing to object to the contents of a Service Order immediately upon receipt, or accepting the contents of a Service Order, Customer agrees to be bound by these Terms and the contents of any applicable Service Order. Under no circumstances may Customer contest the terms of a Service Order after DMG begins performance of the contemplated Services. Unless a separate agreement has been signed by Customer and DMG for the Services, all work performed for Customer by DMG shall be subject to these Terms.

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 Order will include a description of the contemplated scope of work (the "Work") and associated cost. Additional requests for Services may be documented in a Service Order, 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. Any additional material or labor deemed necessary to complete the Work, regardless of circumstances, will be billed as time and material. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder;

provided, that in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, DMG's income, revenues, gross receipts, DMG Personnel, or real or personal property or other assets owned by DMG.

Unless otherwise stated in a Service Order, payment shall be made to DMG no later than 15 days after Customer's receipt of DMG's invoice. 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.

All late payments shall bear interest at the rate of 1.5% per month or 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 these Terms or at law, DMG has the right to suspend Services without notice if the Customer fails to pay any fees when due under these Terms and such failure continues for fifteen (15) calendar days.

4. Standard Work Terms

DMG will provide or cause to be provided all materials, supplies, supervision, and labor to perform Services pursuant to these Terms, any relevant Service Order, and relevant industry standard. The Services provided by DMG shall be performed by independent contractors hired by DMG at its sole discretion ("DMG Providers"). Unless otherwise stated in a Service Order, DMG will invoice for Work in accordance with the below terms:

- For non-routine, break-fix or project Work:
 - Trip charges, including return trips, will be invoiced for every visit to a Customer location at full price through the duration of a service call.
 - A one-hour labor minimum will be invoiced on each service call. Subsequent time will be rounded to the next half hour.
 - A 50% increase to any trip charge when average national fuel price is above \$4.00 per gallon.
 - All material, equipment and/or equipment rentals, such as hydraulic lifts, will be billed at then-current market rates + applicable mark up.
 - Overtime rate (outside of 8:00AM-5:00PM Monday-Friday) and Holiday (all Federal Holidays) rate will be invoiced at 2x the normal rate.
- For routine or seasonal Work:
 - Services will be performed at the frequency and rates or costs detailed in a Service Order.
 - Any services outside of the scope detailed in a Service Order, including costs associated with bringing a Customer site up to scope, will be considered ad hoc and billed as time and material.
 - All material, equipment and/or equipment rentals, such as hydraulic lifts, will be billed at then-current market rates + applicable mark up.
- For snow and ice removal:
 - DMG will perform snow and ice removal Services pursuant to the fee structure detailed in a Service Order, categorized as "per occurrence," "per event," "time and material," or "seasonal." Any Service Order that does not detail the snow and ice removal service category shall be invoiced as time and material.

- **Per Occurrence:** DMG will invoice Customer for each push or snow and ice removal service to the Customer site at the agreed-upon rates.
 - **Per Event:** An event is defined as a period of continuous snowfall or accumulating winter precipitations within a 12-hour period of time from any other event (an "Event"). DMG's quoted cost shall cover labor and equipment for the duration of each Event. DMG will invoice the Customer per Event. Event pricing does not include any anti-icing.
 - **Time and Material:** DMG will invoice Customer in the form of an hourly rate and/or rate for specific materials used to complete snow and ice removal operations.
 - **Seasonal:** DMG's quoted price includes the cost for all snow and ice removal Services for the winter season, excluding expenses related to snow hauling and stacking.
- DMG will monitor the weather conditions and begin snow clearance once adequate accumulation has begun; such snow clearance shall commence at DMG's sole discretion based on its experience and reasonable commercial standards. DMG shall remove snow and ice continuously before, during and after an event until acceptable pavement clearance is achieved. DMG will automatically deploy resources based on the first sign of ice or snow accumulation regardless of the time of day or day of week, subject to pricing adjustments set forth on a Service Order. The removal timing is based on any pre-salting and weather conditions as there is no delayed trigger.
 - Severe Weather Snow Removal: During severe storms, DMG may, at its sole discretion, focus snow clearance on areas that it deems a priority. Such priority areas may not include the entirety of the Customer site.
 - SNOW STACKING/PILING/STAGING: Snow that is stacked or piled shall not impede customer access, or access to the building. Snow shall not be stacked: (a) in or around handicap spaces, (b) against the Customer facility, (c) near the entrances or exits, (d) blocking docks or ramps, (e) on parking structures or ramps, (f) on landscaping islands or grass areas (use caution not to encroach grass areas), or (g) blocking or impeding drains.
 - During a snow emergency, DMG is authorized to stack or pile snow in a reasonable manner and in its sole discretion in order to complete the work. At all times, Customer is responsible for warning customers and third-parties of the potential hazards snow piles may present; Customer assumes the risk of damages that may occur to peoples or property due to snow stacking, piling, or staging on Customer's facility.
 - All material (including salt or other chemical de-icer), non-standard equipment and/or equipment rentals will be billed at then-current market rates + applicable mark up.
 - All other services not detailed in a Service Order are considered out of scope or ad hoc and will only be performed by DMG after receiving written approval by Customer.
 - Customer understands acknowledges that snow and ice creates an inherent risk to patrons or employees on Customer's property(ies). DMG will provide Services in accordance with these Terms and/or any Service Order, but does not guarantee the removal of all slipping hazards and disclaims liability for injuries or damages arising out of or related to snow and ice weather conditions (except to the extent such liability is directly caused by DMG's negligence).

Excluding project Work, unless Customer provides notice to DMG that it does not intend to renew a Service Order, rates shall automatically renew on a year-to-year basis with a rate increase equal to the greater of (i) 5% or (ii) the average percentage increase in the Consumer Price Index-All Urban Workers ("CPI-U"). If at the time price adjustment is calculated the CPI-U has been materially revised, is not available, or is discontinued, the Parties will agree on the most comparable index being published at the time and use that index in place of the CPI-U.

5. Customer Obligations

Customer shall designate one of its employees or agents to serve as its primary contact with respect to all Service Orders 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. If Customer does not expressly designate a Customer Contract Manager, the user who created the Customer account will be designated as Customer Contract Manager by default. 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.

6. 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 Order. DMG MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

7. No Intellectual Property

Nothing in these Terms will function to transfer any of either Party's intellectual property rights to the other Party. Each Party will retain exclusive interest and ownership of its intellectual property.

8. Insurance

DMG maintains commercial general liability insurance with at least the following limits of coverage:

- \$1,000,000 per occurrence (Bodily Injury and Property Damage).
- \$1,000,000 products and completed operations aggregate.
- \$1,000,000 general aggregate.
- \$1,000,000 personal and advertising injury.

DMG Providers are required to comply with the insurance requirements of the DMG Provider Terms and Conditions, located here: <https://vault.pactsafe.io/s/daeda135-2e90-4908-8ce2-e071d8c7f09b/legal.html#template-thkpu200n>. Customer shall look to DMG Providers and/or DMG Provider's insurance carriers for recovery of any claim made against Customer with respect to injuries to DMG Providers or any third parties which occur on Customer Location(s).

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE 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 CUSTOMER 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 ORDER GIVING RISE TO THE CLAIM.

10. Entire Agreement

These Terms, including and together with any related Service Order, 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.

11. Dispute Resolution and Choice of Law

As an express condition precedent to litigation, the Parties agree to work in good faith to resolve any dispute, controversy, or claim arising out of or related to these Terms, or any Service Order, pursuant to the following procedures:

- After a Party puts the other on notice of a dispute, the Parties shall first attempt in good faith to resolve the dispute by negotiation and consultation between themselves, including not fewer than three (3) negotiation sessions attended by the appropriate account leads for the Customer and DMG (virtual sessions are fine).
- In the event the dispute is not resolved in 60 days, the Parties agree to mediation in Hamilton County, Ohio with a mediator mutually agreed upon by the Parties. Mediation shall occur no later than 90 days following the initial notice of dispute.
- If the Parties cannot resolve any dispute following mediation, either Party may file suit in the appropriate state or federal district court located in Hamilton County, Ohio.

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.

12. 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 these Terms or any Service Order 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 these Terms, or any Service Order, 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 these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms 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 Order. 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 Order, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.