



Terms and Conditions Applicable to Vendors

Date of Last Revision: September 1, 2017

Quality Solutions, Inc. d/b/a QSI Facilities (QSI) is committed to providing its customers the highest quality facilities maintenance and management. To meet this commitment, QSI contracts with various vendors. Those vendors must be dedicated to the same high standards that QSI requires of itself. One inappropriate act by a vendor can tarnish a customer relationship that QSI spent years developing.

QSI has determined that a key to avoiding vendor-related issues and problems is to be up-front about QSI's expectations and requirements of its vendors. This document sets forth those expectations and requirements in the form of Terms and Conditions. These Terms and Conditions, as updated from time to time, are incorporated into any and all Work Orders issued to QSI's vendors.

You should read this document in its entirety. You should indicate your agreement with the Terms and Conditions set forth in this document only if you understand the Terms and Conditions and you agree to be bound by them. If you are unwilling or unable to abide by these Terms and Conditions, you should not indicate your agreement.

I. Definitions

"You" and "your" refers to the vendor agreeing to be bound by the Terms and Conditions set forth in this document. Unless otherwise noted, "you" and "your" includes the vendor's principals, employees, and agents. The term "written" includes communications by QSI to you through QSI's online Vendor Portal and Mobile Application.

II. Your relationship with QSI

Your agreement to be bound by these Terms and Conditions does not create any obligation on QSI to use your services. QSI only becomes obligated to you upon the issuance of a written Work Order and, then, only to the extent of the Work Order. You cannot claim that QSI promised to use your services, or promised to use a certain quantity of your services, beyond the work identified in the Work Order unless there is a separate written agreement signed by QSI; no legal or equitable theory, including detrimental reliance or promissory estoppel, will relieve you of the requirement of a separate written agreement.

You agree that you are an independent contractor and that nothing in this document shall be construed as creating an employment relationship, agency, joint venture, or partnership between you and QSI. You are solely responsible for complying with all laws and regulations relating to your relationship with your employees, including, without limitation, those governing payment of wages, payment of taxes, and provision of benefits. You are not authorized to make any contract or commitment on behalf of QSI unless QSI has authorized you to do so, in writing.

III. Your obligations as a QSI vendor

If QSI elects to utilize your services and issues a written Work Order to you, you must comply with the following:

A. You must act in a legal and ethical manner

You must act at all times in a legal and ethical manner in connection with the services you provide for QSI or its customers.

If you become aware of illegal or unethical conduct of any person or entity, including an employee of QSI, related to services provided to QSI or its customer, you must report the conduct to QSI senior management at (316) 721-3656.

B. You cannot offer or pay any "kickback"

You cannot, either directly or indirectly, provide or offer to provide any "kickback" or other type of compensation to any QSI employee. If you are aware of any such payment being offered or made, you must report it to a member of QSI senior management.

C. QSI's policy concerning gifts and entertainment

QSI will select vendors based on factors such as quality of service and cost, and not based on gifts or business courtesies extended by a vendor. To avoid even the appearance of impropriety, QSI has adopted the following policies regarding gifts and entertainment: (a) any vendor desiring to give a holiday or special occasion gift to QSI should instead make a donation to a charitable organization; and (b) QSI recognizes that social events can be beneficial in establishing and building business relationships, but QSI's employees are required to pay for their share of the cost associated with the event.

D. Your work must be professional and workmanlike

You will perform all work in a professional and workmanlike manner and within the schedule established by each Work Order. Time is of the essence.

Any equipment or materials you install will be new and free from defect. For a period of one year after the completion of your work, you will, at your sole expense, promptly correct any work not performed in a professional and workmanlike manner and replace any equipment or materials that are defective, using new equipment and materials. You are required to comply with all applicable laws, rules, regulations, industry standards, and building codes. You must notify QSI in writing if any applicable jurisdiction requires that QSI be licensed for the work identified in the Work Order. You must provide the written notification prior to beginning the work identified in the Work Order. You agree that if you fail to timely provide the written notification to QSI, you will reimburse QSI for any fees, penalties, taxes, and for QSI's reasonable attorney's fees, incurred by QSI in addressing an alleged or actual violation of any licensing requirement. QSI has the right to offset all such amounts against payments owed to you. For each Work Order, you must comply with all the terms and conditions QSI's customer requires for our vendors, which are incorporated herein by reference. You should request a copy from us of such terms and conditions before beginning each Work Order. You are responsible for obtaining any permits necessary for your work and determining that your work will not damage any existing structures or infrastructure, including, without limitation,

underground utilities. You are responsible for any damage you cause to existing structures or infrastructure.

You will keep the worksite free of rubbish and waste materials and in as clean a condition as reasonably practical given the nature of the work you are doing. Upon completion of your work, you will promptly return the worksite to a neat and clean condition.

You are responsible for the protection of any equipment, tools, supplies and materials you supply to the worksite. You are responsible for any damage you cause to equipment, tools, supplies, and materials on the worksite that belong to others. You are also responsible for any damage you cause to work being performed by others at the worksite.

E. QSI's Scoring Metric for Vendors

QSI maintains a scoring metric for its vendors which is based on factors including but not limited to each vendor's record of professional and workmanlike performance, reliability, efficiency, costs, and accessibility. Should your scoring metric fall below 50%, QSI may, in its sole and absolute discretion, place you on a Do Not Use list. You acknowledge and agree that QSI will incur no liability, legal, financial, or otherwise, for placing you on a Do Not Use list.

You also agree that a scoring metric above 50% does not create any contract between you and QSI, either actual or implied or based on any legal or equitable theory, and it does not create any other obligation on QSI to use your services in the future.

F. Requirements relating to your employees

All of your employees performing work for QSI or QSI's customer must:

- (a) have satisfactorily passed a drug-screening test in the prior 12 months and not have failed a drug-screening test during that same time period;
- (b) be qualified to work in the United States of America and supply I9 if requested;
- (c) have provided written consent to and passed a background check, which includes a check of the employees' references; a criminal history check for felony and misdemeanor criminal convictions;
 - a check of U.S. Government Specially Designated National (OFAC) and export denial lists;
 - a check of employment history, references, and the highest college diploma, degree, or certificate earned;
 - a check of the National/State Sex Offender Registry (familywatchdog.us/ with no state selected); and
 - verification of the employee's SSN, citizenship, and legal right to work in the jurisdiction where the employee will be performing services for QSI or QSI's customer; and
- (d) be capable of communicating in English.

In addition, QSI may require that you perform additional types of background checks and screenings to the extent requested by any of QSI's customers.

You will maintain the documentation confirming that these requirements have been met, and will promptly provide such documentation to QSI upon QSI's request.

While at the worksite, your employees must also:

- (a) wear a company uniform with his/her name displayed;
- (b) not smoke on QSI's customer's property and comply with any policy of QSI's customer regarding smoking near the customer's property;
- (c) be courteous and polite and refrain from foul or abusive language; and
- (d) comply with all of QSI's customer's requirements relating to access and entry, including identification badges and signing-in and signing-out as requested, and/or Interactive Voice Response (IVR) System. Failure to properly use the IVR System or Mobile Check-In via

Mobile Application will result in a reduction or non-payment of your invoice.

(e) Failure to properly capture and submit Before and After photos will result in a reduction or non-payment of your invoice.

G. Termination of Work Order

QSI may, at any time and for any reason, terminate any Work Order issued to you. If the termination is unrelated to the quality or timeliness of your work, i.e. a termination not-for-cause, you will be paid the reasonable value of the work you performed prior to termination. If the termination is based on the quality or timeliness of your work, i.e. a termination for-cause, you will be paid the amount you would otherwise have earned under the Work Order, less the cost to QSI, including, but not limited to QSI's attorney's fees, of completing the project; if QSI's cost to complete exceeds the amount of your Work Order, you must on demand pay QSI for the additional cost. Regardless of whether the termination is for-cause or not-for-cause, you waive any right to recover any consequential or incidental damages. You also agree, regardless of the reason for termination, to cooperate with QSI in transitioning your work to another vendor in a timely, professional manner.

H. Your Invoicing

If you are awarded a Work Order with a Not To Exceed (NTE) amount, your invoice cannot exceed the NTE amount stated in the Work Order unless you have a separate written agreement signed by QSI (not from QSI's customer) authorizing you to invoice an amount in excess of the NTE amount.

You cannot claim that you should be paid for extra or additional work beyond the work identified in the Work Order unless you have been issued a new Work Order for that extra or additional work.

You will only submit one invoice in connection with a Work Order and it will be submitted upon the conclusion of your work and in accordance with the Work Order. If the work has not been performed in a professional and workmanlike manner, your invoice will not be paid until the work has been corrected. If such work is not promptly corrected, QSI is authorized to correct the work through other means, at your cost.

Your invoice must be itemized, include the Work Order number and reflect the charges for labor and material. Unless you are instructed otherwise, your invoice must also identify any sales tax. Your invoice may not include any charge not allowed by the Work Order. For example, your invoice may not include any truck, travel, or service charges, unless those charges were approved in the Work Order. QSI also does not allow two-person crews unless a two-person crew is approved within the Work Order.

You must submit your invoice within FIVE days of completion of the work specified in a Work Order, along with a QSI Sign-Off sheet signed by QSI's customer indicating acceptance of the work along with all other required paperwork. A Partner Network Subscription of 7% will be deducted from each accurately submitted invoice.

All invoices must be submitted via QSI's online Vendor Portal (qsifacilities.com) or Mobile Application (slx.qsifacilities.com/app). Failure to submit your invoice via QSI's online Vendor Portal or Mobile Application will result in a reduction or non-payment of your invoice. You waive the right to charge QSI any finance fees even when your invoice accounts for it.

If QSI's customer for whom you have performed work fails to make payment to QSI or it appears to QSI that the customer will not make payment when due, then QSI may, in its sole discretion, withhold payment to you. Otherwise, QSI will pay uncontested and properly submitted invoices within 45 days of process date. QSI must have your

W-9 and verification of insurance coverage before your invoices will be paid.

All invoices must be submitted in U.S. dollars and all invoices will be paid in U.S. dollars. Direct desposit is available to you, upon request, free of charge. Failure to use direct desposit will result in a deduction from your invoice of \$1 per check. The statute of limitations on invoices expires 2 years from job completion date. You waive all rights to collect thereafter.

If you are providing or have provided services pursuant to more than one Work Order, QSI has the right to offset any amounts QSI is or may become obligated to pay any other person or entity because of your failure to properly perform in connection with another Work Order.

I. You do not have a contractual relationship with QSI's customer

If you are awarded a Work Order, your contract is with QSI only. You agree you do not have a contract, either actual or implied or based on any legal or equitable theory, with QSI's customer, and that you have no right, under any legal or equitable theory, to seek payment from any person or entity other than QSI for work you performed for QSI or QSI's customer. You acknowledge that QSI's customer does not have the authority to increase or decrease the scope of work described in any Work Order. You agree that QSI's customer (i.e. store management) does not have authority to approve specific or additional work. You must gain explicit permission from QSI in order to proceed. You agree not to enter into a separate contract (written or oral) with QSI's customer to perform work.

You agree that you waive any rights to place any lien on any property where you do work pursuant to a Work Order issued by QSI, whether based on a Work Order or otherwise. You agree to promptly comply with any reasonable request to verify that you do not have a lien on the property or to remove any lien you place on the property.

J. You cannot subcontract without QSI's written permission

You cannot subcontract any work awarded to you in a Work Order without the written consent of QSI. If you subcontract work without QSI's written consent, you waive any right to payment, whether based in contract or equity, for any work you perform under that Work Order, and you are liable for any damages QSI incurs as a result of the unauthorized subcontracting, including, but not limited to, QSI's attorney's fees related to the unauthorized subcontracting.

K. You have no right to use QSI or its customer's names or marks

You will not use QSI's name, trade names, trademarks, service marks, logos, or other commercial or product designation without the written permission of QSI. QSI is under no obligation to give its permission, and can withhold its permission in its sole discretion and for any reason, even if that reason is arbitrary or capricious. You agree you will not contact QSI's customer for its permission to use its name, trade names, trademarks, service marks, logos or commercial or product designation. QSI may request permission from its customer on your behalf, but QSI is under no obligation to do so, and can refuse to do so, even if that refusal is arbitrary or capricious.

L. Insurance Requirements

For work performed under each Work Order, you will have in place insurance as required by the Insurance Requirements for Vendors document that is available on the Vendor Portal. Also, if requested, you will promptly provide QSI with written verification from your insurer of the insurance coverage required by this paragraph.

M. Trade License

Prior to beginning any work authorized by a QSI Work Order, you must send to QSI a copy of any license required for any work you will perform pursuant to the Work Order.

N. Transfer of Manufacturers' Warranties

Vendor must receive, complete, and register or file all manufacturer product guarantees for materials and equipment purchased under a Work Order. Vendor must, upon completion of the work, submit to QSI certificates of warranty/guarantee registrations. In addition, Vendor must also keep a copy of the manufacturer's warranty for the duration of the warranty.

O. OSHA

Vendor will comply with OSHA and state-equivalent standards and requirements and will indemnify QSI from any failure to do so, including fines, abatement costs, and delays to the work. Failure to comply shall be a material breach of the Work Order.

P. Indemnification

To the fullest extent allowed by law, you will defend indemnify and hold harmless QSI and QSI's customer from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or related to the performance of the Work by you or anyone for whose acts you may be liable because of bodily injury, sickness, disease, death, property damage, including loss of use, and any breach of the Terms and Conditions in this document or Work Order. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section. Your indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for you under workers' compensation acts, disability benefit acts or other employee benefit acts.

Q. Noncompetition, Nonsolicitation, and Nondisclosure

Nondisclosure of Confidential Information. In performing services as requested by QSI, you may come into contact with information about QSI that QSI considers confidential, including but not limited to: (a) customer lists; (b) information about equipment and facilities; (c) the identity of specialized consultants and contractors, and confidential information developed by them for QSI; (d) operating data; (e) cost and pricing data; (f) acquisition, expansion, marketing, financial and other business plans; (g) manuals, files, records, memoranda, plans, drawings and designs, specifications and records; (h) system design, configuration and capability; (i) the Work Order, Exhibits, and these Terms and Conditions Applicable to Vendors; and (j) all information that is a "trade secret" as defined in the Uniform Trade Secrets Act as adopted in Kansas at K.S.A. 60-3320. You may also encounter general or specific information about QSI's customers, including but not limited to their name, location, business plans, forecasts, pricing, cost data, and expense data. The information in the preceding two sentences is referred to as the "Confidential Information." You must not use the Confidential Information or disclose any of the Confidential Information (or any part thereof), or any similar information, secrets, techniques, practices, or methods as to the business affairs of QSI or any of QSI's customers to any person or entity for any reason or purpose whatsoever without the express written consent of QSI.

Noncompetition. During the period of time that you are performing work pursuant to one or more Work Orders issued by QSI and for a period of two years thereafter, you agree that you will not, either directly or indirectly, or as an officer, manager, employee, consultant, investor, director, partner, member, sole proprietor or shareholder of any other person or entity, solicit or accept work from any QSI customer without the express written consent of QSI.

Nonsolicitation. During the period of time that you are performing work pursuant to one or more Work Orders issued by QSI and for a period of

two years thereafter, you agree that you will not, either directly or indirectly, or as an officer, manager, employee, consultant, investor, director, partner, member, sole proprietor or shareholder of any other person or entity, solicit the employment or services of any person who is or was an employee of QSI.

Reasonableness and Enforceability. You acknowledge and agree that the provisions of this Article are reasonable and necessary for purposes of protecting QSI and its customers. In the event that a court should determine that any restriction contained in these Terms and Conditions is unenforceable, the parties agree that the Terms and Conditions will remain enforceable for the maximum term and to the maximum extent allowed by the court. In the event of a breach or threatened breach by you, the provisions of these Terms and Conditions will be enforceable by the remedies of specific performance, injunction, and/or damages, as well as all other rights and remedies available to QSI by statute or common law, both at law and in equity. You specifically agree that the remedy of money damages alone would be inadequate.

R. Deliverables

Your Intellectual Property. You have created or acquired (unrelated to the performance of your services for QSI) rights in certain intellectual property, including various concepts, methodologies and techniques, models, templates, software, user interfaces and screen designs, general purpose consulting and software tools, and methods of operation of systems (collectively, “Your Intellectual Property”); provided, however, that “Your Intellectual Property” shall not include any of the foregoing created expressly by or on behalf of you for QSI. You shall retain all ownership rights in the Your Intellectual Property. QSI shall acquire no right or interest in Your Intellectual Property, except for any license expressly granted herein or by separate subsequent agreement between the parties. You agree that the term “Your Intellectual Property,” as used herein, shall not include any of QSI’s Confidential Information, the Deliverables (defined below) hereunder, or QSI’s tangible or intangible property, and you shall have no ownership rights in such property. If any of Your Intellectual Property is contained in any of the Deliverables, you hereby grants or shall cause your employees or agents to grant QSI and/or its designee a worldwide, royalty-free, non-exclusive, sub-licensable, transferable, irrevocable, and perpetual license to use and copy Your Intellectual Property in connection with the use of the Deliverables.

Ownership of Deliverables. Except for Your Intellectual Property and unless a Work Order expressly provides to the contrary (and without any additional compensation other than the fees stated on the applicable Work Order), all deliverables and work product created by or for you for delivery to QSI in connection with the Services (“Deliverables”) will to the fullest extent possible be considered work for hire under applicable copyright law and owned exclusively by QSI or its designee. Accordingly, as and when any Deliverable is created, the ownership of such Deliverable will immediately vest in QSI or its designee. To the extent that ownership of the Deliverables does not by operation of law immediately vest with QSI, you hereby assign to QSI or its designee all right, title, and interest it has in such Deliverable, including any copyrights or other intellectual property rights pertaining thereto. Subject to QSI’s or QSI’s customer’s ownership interest in the Confidential Information and your obligations under Section III(Q), you will be free to use, in performing work for others, the general skill and knowledge and disclose any ideas, concepts, know-how and techniques relating to your business that are retained in the memory of your personnel acquired under this Agreement. Without limiting and in furtherance of your obligations under Section III(Q), You will refrain from using any Confidential Information to enable any competitor of QSI or any of its affiliates to gain a commercial advantage against QSI or any of its affiliates.

Provisions Regarding Patents, Copyrights, and Other Intellectual Property Protected by Governmental Filings. Without limiting the

generality of the forgoing provision, You (and your officers, directors, owners, employees, and agents) shall, without additional compensation (other than reimbursement of actual out-of-pocket expenses necessarily incurred) fully cooperate with QSI in applying for and securing in the name of QSI or its designee patent, trademark, copyright, or other registration(s) with respect to the Deliverables in each state or country in which QSI or its designee may desire to secure such protection, and under all international conventions regarding the same. Without limiting the generality of the foregoing: (a) You (and your officers, directors, owners, employees, and agents) will promptly execute and deliver all proper documents presented to you by QSI for signature to enable QSI to secure such registration protection and to transfer legal title or other rights therein or thereunder, together with any registrations that may be issued or granted thereon, to QSI; and (b) You (and your officers, directors, owners, employees, and agents) will give such true information and testimony, under oath if requested, as may be requested of them by QSI with respect to the same.

S. Recordkeeping and Audits

You must keep complete and accurate books, receipts, invoices, time ledgers, and records pertaining to costs, hours, or other billing information (the “Contract Records”) for ten (10) years after the generation of the Contract Records (the “Audit Period”). During the Audit Period and upon reasonable notice to You, QSI or any customers for whom You provide or have provided services shall be permitted to examine, make copies of, or perform an audit of the Contract Records, or to select an independent auditor to perform the audit. You shall provide access, during regular business hours, to Your premises and the Contract Records. The party requesting the audit shall bear the expenses of the audit, unless the audit discloses any overcharges by You, in which event You must provide reimbursement for the audit cost, in addition to all other liability resulting from the audit.

IV. Provisions relating to interpretation and enforcement

A. Severability

To the extent any provision in this document is deemed invalid or unenforceable for any reason, the remaining portions will remain valid and enforceable.

B. Inconsistent provisions

The Terms and Conditions contained in this document are incorporated by reference into any Work Order issued to you by QSI. If there are any inconsistencies between the Terms and Conditions in this document and the Work Order, the Work Order will control.

C. Updates

We will notify you through QSI’s online Vendor Portal before we make any updates to these Terms and Conditions. Your continued performance constitutes acceptance of any updated Terms and Conditions.

D. Additional or Different Terms You Propose

Any terms you propose or attempt to enforce which are additional or different from the Terms and Conditions contained in this document or in any Work Order are only effective if QSI expressly agrees, in writing, to be bound by each additional or different term. If there is a conflict between the Terms and Conditions in this document or in any Work Order and the terms you propose, QSI’s Terms and Conditions control.

E. Waiver

No failure of QSI to exercise any power or right reserved to it in this document (including but not limited to QSI’s right to apply a deduction for invoices that are not submitted via QSI’s online Vendor Portal or Mobile Application) or to insist upon compliance by you with any obligation or condition in this document, and no custom or practice of the parties at variance with the terms of this document, will constitute a waiver of QSI’s rights to demand exact compliance with the terms of this

document. Waiver by QSI of any particular instance of non-compliance will not affect or impair QSI's right with respect to any subsequent act or event of non-compliance of the same or of a different nature, nor will any delay, forbearance, or omission of QSI to exercise any power or right arising out of any breach or default by QSI of any of the terms, provisions, or covenants of this document, affect or impair QSI's rights.

F. Governing law

This document will be construed and interpreted in accordance with the laws of the State of Kansas.

G. Jurisdiction

Any dispute relating to this document, your work performed under a Work Order issued by QSI, or your work for a QSI customer will be

adjudicated exclusively in the Eighteenth Judicial District, Sedgwick County, Kansas. You consent to the exclusive jurisdiction of that court.

H. Litigation expenses:

If you or QSI commences litigation relating in any manner to services you provide to QSI or its customer and QSI prevails, you are required to pay QSI's cost of the litigation, including but not limited to, reasonable attorney's fees, filing fees, expert fees, and other related costs.