

BUILDING MAINTENANCE SPECIFIC TERMS AND CONDITIONS

These Building Maintenance Specific Terms and Conditions apply to Qwest'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 "Invoices and Payments" in the General Terms and Conditions, the following terms and conditions apply to the Services performed under these Specific Terms and Conditions:

1.1 Invoicing.

Supplier will submit with its invoice any reports, forms or Documentation requested by Qwest. 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.

1.2 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 Qwest 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. ADDITIONAL WARRANTIES:

In addition to the representations and warranties in the General Terms and Conditions, and notwithstanding anything to the contrary therein, Supplier agrees to the following:

2.1 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 Qwest'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.

2.2 Corrective Measures.

It is agreed that Supplier will, at its own expense, promptly correct and cure critical defects within 24 hours. Qwest, 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 Qwest to Supplier, within the time frame specified in the written notice from Qwest, but not to exceed 10 calendar days. Qwest'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.

2.3 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 Qwest, Qwest 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 Qwest, 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 Qwest's satisfaction based on Qwest's determination, Qwest at its sole option has the discretion to effect immediate repair by Qwest or a third party selected by Qwest. If Qwest or a third party performs the correction, Qwest will invoice Supplier for Qwest's costs, including without limitation labor costs, and Supplier will pay Qwest for such costs within 30 calendar days after receipt of an invoice.

2.4 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.

- 2.5 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 Qwest, its agents, successors in interest, assigns and customers.
- 2.6 Payment of Costs to Remedy.** Supplier will immediately pay all reasonable costs (including attorneys' fees, additional testing and inspection, and Qwest's own costs or compensation paid to third parties) incurred by or on behalf of Qwest 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, Qwest shall have the right to withhold sums from payment to Supplier and/or to terminate the Order in whole or in part.
- 2.7 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 Qwest may seek to enforce Supplier's obligations under the Order.

3. ADDITIONAL INSURANCE REQUIREMENTS:

None.

4. PROTECTION OF EXISTING VEGETATION AND IMPORVEMENTS:

- 4.1** 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.
- 4.2** 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, Qwest may have the necessary work performed and charge all related cost to Supplier.

5. 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.

Costs incurred by Qwest to restore a Supplier Attributable Outage will be assessed against Supplier. Costs will be itemized by Qwest and could include the cost of materials required to restore service, Qwest's time involved to locate and restore the outage, and any other charges, or penalties incurred by Qwest as a result of the outage.

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.

Under no circumstances is Supplier liable for any damages which are (a) directly caused by Qwest 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).

Notwithstanding anything to the contrary contained in the Order, Qwest may terminate the Order, in whole or in part, immediately upon written notice if it is determined by Qwest that Supplier caused a Supplier Attributable Outage.

6. 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.