

CBRE, Inc. (as agent for Owner)
Standard Terms and Conditions for the Purchase of Goods and Services

1. Definitions and Interpretation

In these Terms and Conditions the following words shall have the following meanings:

"**CBRE**" means CBRE, Inc., acting in the capacity as authorized agent for Owner;

"**Goods**" means goods, material, equipment or other personal property provided as a deliverable under this Purchase Order;

"**Owner**" means the client of CBRE which owns, leases or occupies the property or business where the Service will be delivered.

"**Price**" means the price for providing the Goods or Services as stated in the Purchase Order;

"**Purchase Order**" means the written order for Services from CBRE, as agent for Owner, which incorporates by reference these Terms and Conditions;

"**Services**" means the Goods or service deliverables specified in the Purchase Order;

"**Seller**" means the person(s) or legal entity providing the Goods or Services to Owner; and

"**Terms and Conditions**" means the contractual provisions specified herein which govern the terms of the Purchase Order between Owner and Seller.

2. Acceptance of Purchase Order

SIGNATURES NOT REQUIRED. ACCEPTANCE OF ANY PURCHASE ORDER AND ITS EXECUTION BY SELLER IN WRITING IS HEREBY WAIVED BY THE PARTIES HERETO. ANY PERFORMANCE BY SELLER PURSUANT TO THE PURCHASE ORDER SHALL BE DEEMED TO EVIDENCE ITS FULL ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS HEREOF. Any Purchase Order issued to Seller from Owner shall be subject to these Terms and Conditions to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Seller purports to apply in any document whatsoever and whenever). Any change, modification or alteration of these Terms and Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by an authorized signatory of CBRE or Owner.

3. CBRE as Agent for Owner.

Seller acknowledges and agrees that it recognizes that CBRE is acting solely in its capacity as agent for Owner with respect to all contractual obligations, whether express or implied, entered into by and between CBRE and Seller, whether pursuant to this Purchase Order or otherwise. Seller hereby acknowledges and agrees that with respect to any and all obligations to be discharged by CBRE on behalf of Owner, Owner shall be, and is hereby acknowledged to be, the exclusive obligor hereunder. In connection therewith, CBRE shall bear no obligation, express or implied, with respect thereto, and Service Provider shall not seek enforcement of any such obligation against CBRE, in CBRE's individual capacity or as Owner's agent hereunder.

4. Services & Deliverables.

Seller agrees to perform the Services described in any Purchase Order, in accordance with the applicable Purchase Order, scope of work, price and terms specified herein. Upon acceptance of a Purchase Order, shipment of Goods or commencement of a Service, Seller shall be bound by these contractual terms, including all provisions set forth on the face of any applicable Purchase Order, whether Seller acknowledges or otherwise signs the Purchase Order, unless Seller objects to such terms in writing prior to shipping the Goods or commencing the Services. These Terms and Conditions may not be added to, modified, superseded or otherwise altered, except in writing and signed by an authorized Owner representative. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the Terms and Conditions herein, are hereby rejected. Owner hereby reserves the right to reschedule any delivery or cancel any Purchase Order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Owner shall not be subject to any charges or other fees as a result of such cancellation.

5. Delivery.

Time is of the essence with respect to the performance of any Purchase Order issued by Owner to Seller. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the location specified on the face of the applicable Purchase Order. Owner reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the Purchase Order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the Purchase Order, Seller shall use the least expensive carrier reasonably available. In the event Seller fails to deliver the Goods within the time specified, Owner may, at its option, decline to accept the Goods and terminate the Purchase Order. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing the contents. Owner's Purchase Order number, if applicable, must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

6. Risk of Loss & Destruction of Goods.

Seller assumes all risk of loss until accepted by Owner. Title to the Goods shall pass to Owner upon its receipt of the Goods at the designated destination. If the Goods ordered are damaged or destroyed prior to title passing to Owner, Owner may at its option cancel the Purchase Order or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, Owner shall have the right to require delivery of the Goods not destroyed.

7. Payment.

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to Owner as provided herein, Owner shall pay Seller the amount agreed upon and specified in the applicable Purchase Order. Seller shall submit invoices to Owner within thirty (30) days of delivery of the Goods or completion of the Services performed under the Purchase Order. All Seller invoices shall be in a form acceptable to Owner and must contain, as a minimum, (i) Seller's name and complete remittance address information; (ii) invoice date; (iii) purchase order number; (iv) as applicable, serial number, price and quantity of Goods delivered or description of Services provided; (v) applicable sales taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Seller's invoice; and (vi) any additional information as may be required by Owner. . All personal property taxes assessable upon the Goods prior to receipt by additional information as may be required by Owner. of Goods conforming to the Purchase Order shall be borne by Seller. Any undisputed sum due Seller pursuant to the Purchase Order shall be payable within sixty (60) days of receipt by Owner of an invoice meeting the requirements of this section and Owner reserves the right to return all incorrect invoices. Payment shall not constitute acceptance. Seller shall invoice Owner only for all Goods delivered and all Services actually performed.

8. Warranties.

7.1 Services: Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner utilizing the degree of skill and care that is customary for professional providers of like services within the same industry as Seller. Further, Seller represents and warrants that the Services shall be completed in accordance with the applicable drawings, plans, designs, laws, regulations, specifications and any other applicable requirements and shall be correct and appropriate for the purposes contemplated in the Purchase Order. Seller further represents and warrants that the performance of Services under this Purchase Order will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound. In the event Seller's Services do not conform to the foregoing standard of care during the course of the Services (and in addition to all other of Owner's rights, including a right to bring suit for damages), Seller shall re-

perform its Services which fail to conform to the foregoing standard of care, provided Owner gives Seller written notice of such non-conformance.

7.2 Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from errors, faults or defects in materials, workmanship and functional design and shall conform to all applicable performance specifications for a period of twelve (12) months from the date of acceptance by Owner or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Additionally, Goods purchased shall be subject to all applicable written warranties made by Seller's agents, and to all warranties provided for by the Uniform Commercial Code of the applicable State. Seller shall furnish to Owner Seller's standard warranty and service guaranty applicable to the Goods. All warranties and Service guaranties shall run to Owner. If Owner identifies a covered warranty condition with the Goods during the warranty period, Owner will promptly notify Seller of such condition and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at Owner's option, either repair or replace such Goods, or credit Owner's account for the price of the returned Goods. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

9. Inspection.

Owner shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until Owner has determined whether the Goods conform to the specifications hereof. If Goods tendered do not wholly conform with the provisions hereof, Owner shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Owner's delivery to the common carrier.

10. Independent Contractor.

Nothing contained in the Purchase Order, these Terms and Conditions or in the relationship of Seller and Owner shall be deemed to constitute a partnership, joint venture, or any other business relationship between Seller and Owner except for the independent contractor relationship described in these Terms and Conditions. Seller's authority is limited solely to performing the Services set forth herein in accordance with the terms of the Purchase Order. Nothing in these Terms and Conditions shall create any contractual relationship or liabilities between Seller or any agent or subcontractor of Seller and Owner.

11. Taxes.

Seller shall pay any and all taxes and fees imposed by Law in connection with the provision of the Services deliverable under the Purchase Order. Any applicable sales or use taxes due in connection with the performance of Services or sale of Goods shall be the responsibility of Seller to collect from Owner and remit to the appropriate tax authority. This provision shall survive the expiration or termination of the Purchase Order.

12. Insurance.

The minimum amounts and scope of insurance coverage required under this Purchase Order to be maintained by Seller, at its sole cost and expense, covering the activities of Seller, its employees, agents and subcontractors under the Purchase Order are set forth below.

11.1 Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate limit.

11.2 Automobile Liability: \$1,000,000 combined single limit per occurrence.

11.3 Worker's Compensation: Statutory

11.4 Employer's Liability: \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit.

Policy Requirements. All insurance policies shall be in customary forms and shall be issued by companies licensed to do business in the states where the Services are provided and rated "A-," FSC Class VIII or better by the most current A. M. Best's Insurance Reports. If required by Owner, Seller shall deliver certificates evidencing such insurance coverage to Owner prior to execution of the Purchase Order. The certificate(s) shall include copies of endorsements to Seller's Commercial General Liability and Automobile policies that show that Owner and CBRE (including all participating affiliates) are included as additional insured(s) covering the additional insureds for liability arising from all operations and completed operations of Seller as long as the additional insureds may be exposed to liability arising from Seller's provision of Services. Seller shall be responsible for the amount of any deductible contained in any of the above-described insurance policies and certificates of insurance. Seller's insurance shall be deemed primary with respect to coverage extended to the additional insureds, whose insurance shall be excess and non-contributory with that required of Seller hereunder. To the fullest extent permitted by law, all insurance policies of Seller shall contain provisions that the insurance companies waive the rights of recovery or subrogation against Owner, CBRE, their respective affiliates, and each of their and their affiliates' respective agents, employees, insurers, successors and assigns.

13. Indemnity.

To the fullest extent permitted by law, Seller shall defend, indemnify, pay, save and hold harmless CBRE and Owner from and against any liabilities, damages costs, expenses, suits, losses, claims, actions, fines and penalties (including, without limitation, court costs, reasonable attorneys' fees and any other reasonable costs of litigation) (hereinafter collectively, the "Claims") that CBRE and Owner may suffer, sustain or incur arising out of or in connection with: (i) the negligent acts, errors or omissions, intentional misconduct or fraud of Seller, its employees, subcontractors or agents, whether in the provision of the Services, failure to provide any or all of the Services or otherwise; (ii) any breach by Seller of these Terms and Conditions; (iii) assertions under workers' compensation or similar employee benefit acts by Seller or its employees or agents, and/or any failure by Seller to pay any employment benefits and any taxes required of it of any nature whatsoever; (iv) Seller's failure to comply with any law applicable to the Services; and/or (v) any infringement or alleged infringement of any patent, copyright, trade secret or other proprietary right of any third party relating to the Services performed under the Purchase Order. Nothing contained herein shall relieve Seller of any responsibility for Claims regardless of whether Seller is required to provide insurance covering such Claims.

14. Confidentiality.

It is understood by Seller that information, data, software, communications and materials, in whatever form presented, Owner, its affiliates and/or its customers including, without limitation, information relating to and identified with, customers, former or prospective customers or applicants, business volumes or usage, financial information, pricing information, information related to mergers or acquisitions, systems, software, software documentation, software source documents, manuals, formulas, security procedures, practices, specifications, information concerning business plans or business strategy, presentations, proposals, technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, samples, data, models, inventions, know-how, processes, apparatus, equipment, algorithms, formulae, and all information related to Owner's current, future, and proposed products and services, and the subject matter of this Purchase Order (collectively, "**Confidential Information**") may be disclosed to Seller. Seller agrees to utilize the Confidential Information received by it only for the purpose of providing the Services and for no other purpose whatsoever. Seller shall not disclose to any person (other than as necessary to Seller Employees directly involved in Seller's provision of the Services) Confidential Information at any time, either during the term of this Purchase Order or at any time thereafter, without the express written agreement of Owner. Seller acknowledges and agrees that, because it may be difficult to assess the damages incurred by Owner from a breach of this paragraph, Owner shall have the right, in addition to any other legal and equitable remedies available, to injunctive relief to prevent any potential breach or further breach of this paragraph. Seller shall not be liable for disclosure or use of any Confidential Information if: (i) it was in the public domain at the time it was disclosed or used through no fault of Seller; (ii) it becomes known to the Seller from a source other than Owner without a breach of these Terms and Conditions by Seller; (iii) it was independently developed by Seller without the benefit of the information received from Owner; or (iv) it was disclosed under legal process or other legal requirement provided Seller agrees to cooperate in seeking reasonable protective arrangements requested by Owner, and to promptly notify Owner if Seller receives any subpoena or other legal process seeking disclosure of Confidential Information. Seller shall not use or display CBRE's or

Owner's name or logo, and shall not utilize other trademarks or service marks of CBRE or Owner, without the prior written consent of Owner or CBRE, as applicable. Neither Seller nor its agents or subcontractors may issue any press, media or publicity releases or give statements to the media identifying CBRE or Owner or relating to this Purchase Order without the prior written consent of CBRE or Owner, as applicable.

15. Work Product.

As used herein, "Work Product" means collectively all information, materials, products, drawings, specifications, reports, proposals, and any other items, in any medium, and any ideas, designs, concepts, techniques, inventions, discoveries, improvements, software, documentation, original works of authorship and any other work products discovered, prepared or developed by or for Seller or its employees as a specified deliverable for Owner in connection with Services under the Purchase Order. Work Product shall be promptly disclosed and furnished to Owner. All right, title and interest in and to the Work Product shall vest in Owner and shall be deemed to be works made for hire. To the extent the Work Product may not be considered a work made for hire, Seller assigns to Owner all right, title and interest in and to the Work Product, including rights to copyrights in all copyrightable materials and in and to all patents that may be issued thereon. If the Work Product includes items previously developed or copyrighted by Seller or a third party, Seller hereby grants to Owner an unrestricted, royalty-free, perpetual, irrevocable license to make, have made, copy, use, modify, distribute, prepare derivative works, perform, display, disclose and sublicense such Work Product to the extent necessary for Owner to receive the benefit of the Services provided under this Purchase Order.

16. Termination.

Owner may terminate the Purchase Order upon written notice to Seller if Seller fails to perform or otherwise breaches the terms of the Purchase Order, files a petition in bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or if a receiver is appointed for Seller. In the event of such termination, Owner shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to Owner through the date of termination, less appropriate offsets, including any additional costs to be incurred by Owner in completing the Services. Owner may terminate the Purchase Order, without cause, for any reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Services under the Purchase Order on the date of termination specified in such notice. In the event of such termination, Owner shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to Owner through the date of termination, less appropriate offsets.

17. Disputes.

Any controversy, claim, counterclaim or dispute arising out of or relating to the interpretation or application of any term or provision of the Purchase Order or these Terms and Conditions that the parties are unable to settle through consultation and negotiation shall be subjected by either party in any court of competent jurisdiction to the extent said Court shall have venue and jurisdiction over the matter. Seller agrees that in the event of any dispute between the parties, it will continue to provide Services without interruption unless Owner directs otherwise in writing. Further, Seller acknowledges that Seller's breach of any of the promises contained in these Terms and Conditions may result in irreparable and continuing damage to Owner for which there may be no adequate remedy at law and, in the event of such breach, Owner will be entitled to seek injunctive relief, or a decree of specific performance.

18. Force Majeure.

Except as hereinafter provided in this provision, no delay or failure in performance by Owner or Seller shall constitute a default under the Purchase Order if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially prevents performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If the Services are delayed by reason of Force Majeure, Seller shall promptly notify Owner of such condition. Once the Force Majeure event ceases, Seller shall resume performance of the Services as soon as possible. As used herein, "Force Majeure" means any event beyond the control of the party claiming inability to perform its obligations and which such party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a party's control.

19. Limitation of Liability.

In no event shall Owner or CBRE be liable to Seller for any lost or prospective profits or any other punitive, consequential, incidental or indirect loss or damage, whether based in contract, strict liability, tort or otherwise, with respect to the Purchase Order.

20. Assignment.

Seller may not assign this Purchase Order or any of its rights or obligations under this Agreement, without the prior written consent of Owner. Any assignment or transfer without such written consent shall be null and void.

21. Notices.

Any and all notices, consents, demands, approvals, directives or other communications required or permitted under the Purchase Order shall be in writing and shall be delivered personally, by air or local courier or shall be sent by certified mail, return receipt requested, postage prepaid to the other party at the address set forth in the Purchase Order. A copy of any notice to Owner also shall be sent to it at the address listed on the face of the Purchase Order. Either party hereto may change its address set forth herein or on the face of the Purchase Order for the receipt of notice by giving written notice to the other party. The date of delivery or the date of receipt, as the case may be, shall be the date of such notice. In the event that such notice is refused, the date of such refusal shall be deemed to be the date of receipt or delivery hereunder.

22. Survival of Obligations.

Any obligations and duties which by their nature extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

23. Governing Law.

This Purchase Order shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Texas.

24. Compliance with Laws.

Seller represents warrants and covenants that Seller possesses and shall maintain at its own expense all permits, licenses, approvals, registrations, consents and certificates and pay all fees required by law with respect to any Goods or Services procured under the Purchase Order. Seller shall, in connection with performance, comply with all applicable federal, state, and local laws, ordinances, rules, regulations, building codes, court orders, and governmental or regulatory agency orders.

25. EEO Compliance.

This Purchase Order is subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this Purchase Order by reference, **as applicable**. In addition, this Purchase Order is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, **as applicable**. **The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.** The regulations that are cited in these provisions also involve equal employment opportunity and affirmative action related to race, ethnicity, gender, persons with disabilities, certain categories of veterans; and, union-employee notice requirements.

26. Miscellaneous

26.1 Headings: The section headings appearing in these Terms and Conditions have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed, to define, limit or extend the scope or intent of the respective sections.

26.2 Entire Agreement: This Purchase Order, when fully executed, shall supersede any and all prior and existing agreements between the parties, either oral or in writing, and contains all the covenants and agreements between the parties with respect to the subject matter of the Purchase Order. Any amendment or modification to the Purchase Order must be made in writing and signed by the parties hereto.

26.3 Waiver: No term or provision of these Terms and Conditions shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, or waiver of, or excuse for any other different or subsequent breach.

26.4 Counterparts: The Purchase Order and these Terms and Conditions may be reproduced in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

26.5 Severability: If any part, term, or provision of these Terms and Conditions is held by final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order and these Terms and Conditions did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

26.5 Severability: If any part, term, or provision of these Terms and Conditions is held by final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order and these Terms and Conditions did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

26.6 Interpretation: This Purchase Order shall be construed as if drafted jointly by the parties and no provision in this Purchase Order shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

26.7 Waiver of Jury Trial: OWNER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS PURCHASE ORDER. SUCH WAIVER OF TRIAL BY JURY SHALL BE BINDING ON THEIR SUCCESSORS AND ASSIGNEES.