

NOTE: THIS IS A LEGALLY BINDING AGREEMENT.

Professional Retail Outlet Services, L.L.C. Master Service Provider Agreement

THIS MASTER SERVICE PROVIDER AGREEMENT (the "Agreement") is made by and between Professional Retail Outlet Services, L.L.C., a Michigan limited liability company, with its principal office located at 3050 Union Lake Road, Suite 8-F, Commerce Twp., MI 48482 ("PROS") and the individual or entity providing services to or on behalf of PROS or its Client (the "Service Provider", including its subcontractors). By accepting, bidding on, or otherwise quoting any work to be performed on behalf of PROS' customers, Service Provider agrees to be bound by the terms herein, and the effective date shall be the date the Service Request or Work Order is issued (the "Effective Date").

1. Definitions.

"**Active Vendor**" shall mean a Service Provider who has performed Services on behalf of PROS within the preceding twelve (12) month period.

"**Client**" shall mean a client of PROS to which Services are provided.

"**Dollars**" shall mean United States Dollars.

"**Flat Rate Trip Charge**" shall mean the all-inclusive fee charged by Service Provider to PROS for travel charges incurred in response to a Service Request, including without limitation Service Provider's time, mileage and/or truck charge. This fee is fixed and measurable for each Service Request, not a variable dollar amount. Unless agreed upon by both parties, only one Trip Charge or Flat Rate Trip Charge is permitted for each client location per Service Provider per day.

"**Immigration Laws**" shall have the meaning set forth in Paragraph 17 of this Agreement.

"**Mark-up %**" shall mean the product of a percentage by the actual cash cost of materials, parts and/or supplies charged by the Service Provider.

"**Not-To-Exceed**" ("NTE") shall mean the maximum total amount a Service Provider may charge PROS for a service call prior to obtaining additional approval from PROS.

"**Payment Agreement**" shall mean the additional terms and conditions that may be attached to any Service Request or Work Order.

"**Service Request**" or "**Work Order**" means a request in writing via email or facsimile from PROS to Service Provider to perform the Services for a Client at a certain place and time.

"**Services**" means the services to be performed or goods provided by the Service Provider or its subcontractors.

"**Straight time**" shall mean any time worked Monday to Friday between 7AM – 5PM local time (regardless of Service priority or severity).

"**Term**" shall mean the time that this contract is in effect.

"**Overtime**" shall mean any time worked Monday to Friday between 6:01PM-6:59AM local time and starting at 12:01AM and ending at 11:59PM on Saturday or Sunday (regardless of Service priority or severity).

2. Services and Fees.

PROS hereby engages the Service Provider on behalf of PROS' customer, as an independent contractor, for the purpose of performing the Services during the Term. PROS agrees to pay the Service Provider for the Services completed subject to the terms and conditions contained in this Agreement and in accordance with the written Work Order, Service Request, and Payment Agreement received by Service Provider from PROS upon acceptance of the work to be performed. **It is a condition precedent to payment of any and all fees that Service Provider fully competes all Services in the Work Order, Service Request, and Payment Agreement to the satisfaction of PROS and its client. Any additional work performed by another Service Provider, which is required either by PROS or a Client, to satisfactorily complete the Service shall be deducted from any amounts claimed as owed to Service Provider. Service Provider agrees that PROS' Clients are not authorized to change the Services or the manner in which the Services are to be performed without written authorization if such change will increase the price, and that any and all such changes must be accepted in writing by PROS. Service Provider assumes all risks and costs in the event Service Provider: (1) undertakes any actions or performs work not authorized by PROS or (2) performs any work or utilizes any materials that cause Service Provider to exceed the NTE or its accepted quote without first obtaining written authorization from PROS including, without limitation, changes to the scope of work, changes to materials, or changes to methods of performing work.** Unless otherwise agreed, Service Provider may bill up to 1.5 times their normal rate for work performed during Overtime. Unless otherwise agreed, Service Provider may bill up to 2.0 times their normal rate for work performed during Double Overtime. Unless otherwise agreed, any invoices which contain charges in excess of Overtime or Double Overtime will be adjusted to the maximum allowable rate under this Agreement.

3. Stores and Waiver of Lien Rights.

This Agreement shall apply to all services and goods provided at PROS' Client locations or performed pursuant to a Work Order or Service Request. Service Provider shall not have the right to file any liens against PROS' Clients under any circumstances and for any reason. Service Provider agrees that PROS relationships with PROS' Clients are based upon PROS coordinating Services and acting as the sole point of contact with Service Provider for both the actual work to be performed and all payments relating to same. **IT IS, THEREFORE, A CONDITION PRECEDENT TO PAYMENT OF ANY OR ALL AMOUNTS DUE UNDER THIS AGREEMENT THAT SERVICE PROVIDER REFRAINS FROM CONTACTING PROS CLIENTS REGARDING PAYMENT OF ANY AMOUNTS OWED TO SERVICE PROVIDER.** Any disputes regarding payment of Services or goods shall be between Service Provider and PROS and shall not involve PROS' Clients whether through any legal proceedings or through contacting PROS' Clients for any purpose of collection of disputed payments. The parties agree that establishing damages resulting from Service Provider contacting PROS' Clients regarding payment or the filing of a lien against

PROS' Clients or their landlords is difficult to determine. Therefore, to the extent Service Provider violates this provision, PROS shall be entitled to injunctive and declaratory relief in its and PROS' Clients favor along with liquidated damages in the amount of Ten Thousand Dollars (\$10,000.00) plus PROS' reasonable costs and attorney fees. The Parties agree that this is a reasonable estimate of the damages PROS will suffer and not a penalty.

4. Invoicing and Quotes.

Unless otherwise agreed to in writing, Service Provider shall provide to PROS a reasonably accurate quote for the work to be performed, in writing, and including any and all applicable state and local sales or other taxes, at no charge to PROS.

Invoices and quotes shall include all applicable state and local sales taxes, a detailed description of the work performed, as well as a breakdown of actual labor and material costs, fees, taxes, customer duties, shipping or delivery fees and other associated costs in accordance with part E of Schedule A. Service Provider shall indemnify and hold PROS harmless from any and all damages relating to any state and local sales taxes that Service Provider fails to charge to PROS or remit to the proper taxing authority. Lump sum quotes and invoices will be rejected by PROS. **It is a condition precedent to the payment of any amounts greater than the NTE or an accepted quote that Service Provider requests and obtains written confirmation of the change of Services and new NTE or accepted quote amount from PROS prior to performing the Services or utilizing materials that form the basis of the amount greater than the NTE or accepted quote and same be submitted in accordance with part E of Schedule A. Any invoices in an amount greater than the NTE or accepted quote that do not have a written confirmation of the change of Services and new NTE or accepted quote shall be rejected.** Service Provider assumes all risks and damages arising from any labor or materials used that exceed the NTE or accepted quote, prior to performing said work or utilizing said materials, without having received a written confirmation of the change of Services and new NTE or accepted quote. PROS reserves the right to validate the cost of the supplied parts by Service Provider (as being comparable to locally purchased parts) and reject invoices that are not validated. Service Provider shall not charge PROS for any costs or fees, except in accordance with the terms of this Agreement, or any Work Order, Service Request, and Payment Agreement.

5. Payment Terms.

It is a condition precedent to the payment of any Service Provider's invoice that PROS is paid in full by PROS' Client. Service Provider undertakes any and all risk associated with the non-payment or delay of payment of any invoice because of the non-payment or delay of payment by PROS' Client. PROS shall pay Service Provider invoices from the later of: (1) 45 days from the date an invoice has been accepted by PROS in accordance with this Agreement, Work Order, Service Request, and/or Payment Agreement or (2) 15 days from the date in which PROS' Client tenders payment to PROS. By accepting PROS payment, Service Provider (and its subcontractor, if applicable) agrees to release PROS and its Clients from any and all claims, liens or other charges. Under no circumstances will PROS render payment to any non-approved third party to which Service Provider has assigned its receivables. **IT IS A CONDITION PRECEDENT TO PAYMENT THAT INVOICES, INCLUDING ANY OTHER RELEVANT DOCUMENTS SET FORTH IN THIS AGREEMENT, WORK ORDER, SERVICE REQUEST, AND PAYMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY APPROVAL TO EXCEED THE ORIGINAL NTE OR ACCEPTED QUOTE, ARE RECEIVED BY PROS WITHIN THE EARLIER OF TWENTY (20) DAYS AFTER SERVICES WERE COMPLETED OR WITHIN ANY OTHER TIME FRAME SET FORTH BY PROS. INVOICES RECEIVED MORE THAN THE EARLIER OF TWENTY (20) DAYS AFTER SERVICES WERE COMPLETED OR WITHIN ANY OTHER TIME FRAME SET FORTH BY PROS WILL NOT BE PAID. A 2.5% SERVICE FEE ON THE TOTAL INVOICE AMOUNT WILL BE DEDUCTED FROM EVERY INVOICE AT THE TIME OF PAYMENT.**

Notwithstanding anything in this Agreement to the contrary, PROS reserves the right, and Service provider expressly agrees, that at PROS' option, PROS may advance funds to any of Service Provider's subcontractors who are otherwise owed money by Contractor for Services performed; provided that (i) any such advance by PROS shall be, and shall be deemed to be, a payment by and on behalf of Service Provider, and not as an independent obligation of PROS and (ii) PROS reserves the right to immediately and fully offset the amount of any such payment against any and all other sums otherwise owed by PROS to Service Provider. Although prior notice is not a prerequisite to PROS' effectuating the foregoing, if PROS notifies Service provider of its desire to implement this Paragraph in the future (as opposed to for Services already provided by the subcontractors), Service Provider will cooperate with PROS to create an efficient billing mechanism to handle such new procedures.

Partial Completion – the parties agree that, in the event Service Provider fails to: (1) complete all Services that Service Provider has agreed to provide and consistent with the requirements of this Agreement and any Work Order or Service Request, or (2) if all Services are not in comport with any and all applicable codes and ordinances, PROS will be significantly harmed by having to coordinate replacement providers, delays, and damage to PROS' relationship with its Clients. **IT IS A CONDITION PRECEDENT TO PAYMENTS OF ANY AMOUNTS THAT MAY BECOME DUE TO SERVICE PROVIDER THAT SERVICE PROVIDER FULLY COMPLETES ALL SERVICES SET FORTH IN THE WORK ORDER AND/OR SERVICE REQUEST TO THE SATISFACTION OF PROS' CLIENT IN ITS SOLE DISCRETION AND IN COMPORT WITH ANY AND ALL CODES AND ORDINANCES THAT MAY, IN WHOLE OR IN PART, BE APPLICABLE TO THE SERVICES.**

6. Service Level Requirements.

Service Provider agrees to comply with the service level requirements described in Schedule A hereof. Service Provider agrees to abide by all processes and procedures as may be listed from time to time on the PROS website (www.proservicecall.com) or in conjunction with any particular Work Order, Service Request, or Payment Agreement. Service Provider shall not subcontract any portion of the Work Order or Service Request without the express written consent of PROS which may be withheld for any reason or no reason at all.

7. Certification.

Service Provider shall dispatch and utilize only certified technicians who possess any and all licenses that may be required in accordance with applicable local, state, and Federal requirements as well as manufacturer requirements, to perform services on equipment that is critical to PROS' Clients. Service Provider shall furnish said certificates or licenses to PROS upon request, and failure to do so is considered a material breach of this Agreement. Such equipment includes, but is not limited to, food service and beverage, HVAC, refrigeration, waste disposal, fuel storage, and safes. Technician certification documents shall be retained by Service Provider for a minimum of ten (10) years from the date the

Service was performed. In the event an equipment warranty is voided due to work performed by unqualified technicians, Service Provider shall repair or replace such equipment at its own expense. PROS reserves the right to audit the certification records of any Service Provider's technicians, upon giving reasonable advance notice.

8. Manufacturers' Warranty.

Any of PROS' Client's equipment which is still subject to the manufacturer's warranty shall be repaired by Service Provider in accordance with the manufacturer's warranty. Service Provider shall agree to receive payment for any warranty services directly from the manufacturer and PROS shall not be responsible for any payments to Service Provider for Services subject to warranty. During any applicable warranty period, any Services requested by PROS' Clients that are not covered by warranty (or otherwise covered by Preventive/Scheduled Maintenance) must be made pursuant to a Service Request or Work Order.

9. Required Parts Inventory.

Service Provider shall maintain the capability of temporarily (i.e. for periods of at least 30 days) warehousing all spare parts and related equipment necessary or appropriate for Service Provider's performance of its obligations hereunder in accordance with part G of Schedule A. PROS may supply parts lists applicable to specific equipment, geographic locations, or otherwise, and such lists shall be incorporated into this Agreement.

10. Interactive Voice Response (IVR) Use.

To the extent that the Client utilizes Interactive Voice Response (IVR), Service Provider is required to use it to check in and check-out procedures in accordance with part C of Schedule "A".

11. Right to Withhold Payment.

PROS shall undertake good-faith efforts to collect payment from PROS' Clients. For the purposes of this Agreement, good-faith efforts shall mean that PROS is pursuing the payment from PROS' Clients through reasonable business means or through an action in a court of law as PROS may determine in its sole discretion. **It is a condition precedent to the payment of any Service Provider's invoice that PROS is paid in full by PROS' Client. Service Provider undertakes any and all risk associated with the non-payment or delay of payment of any invoice because of the non-payment or delay of payment by PROS' Client.** In the event that a Client for whom Service Provider has performed work delays or fails to make payment to PROS, PROS reserves the right to withhold payment to Service Provider. Service Provider shall indemnify and hold harmless PROS and its Clients from any direct or indirect legal action by subcontractors provided PROS continues to make good-faith efforts to obtain payment from the Client. When a non-payment default or delay occurs, PROS may, but shall not be obligated to, notify Service Provider of such default or delay.

12. Insurance.

It is a condition precedent to the payment of any amounts that may become due to Service Provider that Service Provider shall maintain the following minimum insurance coverage during the Term of this Agreement:

- a. Comprehensive General Liability Insurance (Bodily Injury and Property Damage) with a minimum of \$1 million for each occurrence and \$2 million for general aggregate coverage to include Contractual Liability.
- b. Worker's Compensation and Employers Liability Insurance as prescribed by applicable law with limits of at least \$100,000/\$500,000/\$100,000.
- c. Automobile Liability Insurance with a minimum of \$1 million in bodily injury for each person; \$1 million for each occurrence and \$1 million in property damage for each occurrence.
- d. Excess Umbrella Liability Insurance coverage at a minimum of \$1 million combined single limit for each occurrence of bodily injury and property damage.
- e. If Service Provider is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair, or installation, fire or water restoration or fuel storage dispensing, then the Service Provider must maintain Contractors Pollution Liability Insurance of at least \$2 million for each occurrence and in the aggregate. If the Service Provider is engaged in environmental sampling or underground testing, then Service Provider must also maintain Errors and Omissions (Professional Liability) of \$2 million per occurrence and \$2 million in the aggregate. Service Provider also agrees to the indemnification attached hereto as Exhibit A.
- f. Service Provider hereby agrees to only use PROS approved third-party providers with commensurate or greater liability coverage. Service Provider further agrees to provide PROS with current Certificates of Insurance for the coverage specified above which shall name PROS, its entities and its clients as an additional insured, to include completed operations and shall be primary with respect to its coverage hereunder.
- g. Service Provider further agrees to require all of its insurance policies to include a clause providing that each of its underwriters shall waive its right of recovery under a claim of subrogation or otherwise against PROS and its Clients and Service Provider agrees to indemnify PROS for any failure to do so.
- h. PROS reserves the right to require additional insurance over the limits stated above if necessary, in PROS sole discretion, for completion of the work to be performed.
- i. Service Provider shall furnish to PROS written Certificates of Insurance hereby establishing that the insurance required hereunder has been procured and is being properly maintained. All Insurance Certificates can be sent via facsimile 866-837-8400, via email INSURANCE@PROSERVICECALL.com or mailed to PROS at the following address:

PROS, L.L.C.
3050 Union Lake Road, Suite 8-F
Commerce Twp., MI 48482
Attn: Insurance Administration

The policies of insurance required to be maintained by the Service Provider pursuant to this Agreement shall be provided by licensed insurers with an AM Best rating of at least A-VII and shall be primary to any policies of insurance maintained by PROS.

13. Notices.

For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given upon delivery or first refusal thereof. All notices and communications provided herein shall be sent via (a) UPS (or other nationally recognized overnight express delivery service); (b) United States registered or certified mail, return receipt requested, postage prepaid, (c) by facsimile transmission to the addresses set forth in this Agreement, or (d) via e-mail, provided that the recipient acknowledges the receipt of said e-mail. Each party shall have the right to change its address for notice by providing written notice of such change to the other party. Notices to Service Provider will be sent to the last address on file with PROS. Notices to PROS will be to the address first stated above.

14. Assignment and Subcontracting.

Except as otherwise expressly permitted in this Agreement, Service Provider shall not assign, delegate, sub-contract or otherwise transfer, in whole or in part, whether voluntarily, by operation of law or otherwise, this Agreement, Work Order, or Service Request or any of its rights or obligations hereunder without the prior written consent of PROS, which consent may be withheld by PROS at its sole discretion for any reason or for no reason at all. Service Provider indemnifies and holds harmless PROS and its Clients from any action resulting in Service Providers failure to pay any supplier, subcontractor, or any other third-party for work performed on behalf of the Service Provider at a PROS Client location. In the event Service Provider shall use a subcontractor or assign any work pursuant to this Agreement, Work Order, or Service Request, Service Provider shall warrant that any such subcontractor or assignee complies with all terms and conditions contained in this Agreement, Work Order, and Service Request and shall further hold PROS, including its Customers, employees, and owners, harmless from any and all damage that may occur, in whole or in part, from any subcontractor's or assignee's violation of the terms and conditions of this Agreement, Work Order, and/or Service Request. IT IS A CONDITION PRECEDENT TO THE PAYMENT OF ANY AMOUNTS THAT MAY BECOME DUE UNDER THIS AGREEMENT THAT SERVICE PROVIDER OBTAINS A CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WORK ORDER, AND/OR SERVICE REQUEST, IN A FORM AND FORMAT ACCEPTABLE TO PROS IN ITS SOLE DISCRETION, FROM ANY SUBCONTRACTOR AND/OR ASSIGNEE.

15. Service Provider's Employees.

Service Provider shall comply with all immigration laws, rules, and regulations (collectively, the "Immigration Laws"), and warrants that all its employs are properly licensed, authorized to work in the United States, and possess the requisite knowledge, skills, and capability to perform the Services. Service Provider represents and warrants that it shall not employ or contract with an undocumented worker to provide Services under this Agreement and agrees to indemnify and hold PROS and PROS' Client harmless from any damages that may occur, in whole or in part, from any violation of this paragraph. PROS may require Service Provider to produce background investigations on its employees in a form acceptable to PROS.

16. Independent Contractor.

Each party, in all matters related to this Agreement, will act as an independent contractor. Neither the execution nor the performance of this Agreement shall be construed to make the relationship between PROS, PROS' client, and the Service Provider one of partnership, joint venture, employment or agency. Nothing in this Agreement constitutes authority for the Service Provider to make commitments which bind PROS or its clients or to otherwise act on behalf of PROS or its Clients. Neither the Service Provider nor its representatives shall be entitled to any of the employee benefits provided by PROS to its employees.

17. Taxes.

Income Taxes: Service Provider acknowledges that it, and not PROS, shall be responsible for its own federal, provincial, local or foreign tax liability and any other tax consequences that may result from Service Provider's performance of the Services and/or any transactions contemplated by this Agreement.

Sales Taxes: Service Provider shall calculate and remit sales tax for service rendered to PROS on behalf of PROS' Clients, and shall bill PROS in accordance with part E of Schedule A including any and all applicable sales tax incurred in any State unless Service Provider is in possession of a valid resale certificate for PROS. Service Provider shall indemnify and hold PROS harmless from any and all damages relating to any sales taxes that Service Provider fails to charge to PROS or remit to the proper taxing authority.

18. Non-Solicitation.

During the Term of this Agreement and for a period of one (1) year following any termination of this Agreement, Service Provider shall not solicit, nor accept work directly or indirectly in the area of facility maintenance, from any Client location served by PROS without written authorization from PROS.

19. Indemnity.

To the fullest extent permitted by law, Service Provider agrees to indemnify and hold PROS, its entities and its clients harmless for any and all claims, losses, liabilities, injuries, expenses, or damages resulting in whole or in part from the intentional acts or negligence of its employees, suppliers, or independent contractors including their use of defective products or materials. In the event of any litigation between PROS and Service Provider relating in any manner to this Agreement or the work performed pursuant to it, PROS shall be entitled to recover its costs and reasonable attorney fees incurred at any stage of the dispute including, without limitation, pre-suit, discovery, trial, and any appeal, in the event PROS is the prevailing party. PROS shall be the prevailing party if PROS obtains a judgment in any amount in its favor or Service Provider obtains a judgment in any amount less than that pleaded in any complaint and, if no such sum is pleaded, the maximum amount Service Provider is seeking based on the facts and circumstances contained in the Complaint. Service Provider waives any and all claims for costs and attorneys' fees. If the Service Provider will be engaging in any environmental work in any capacity, including but not limited to remediation of toxic or hazardous materials, underground pump or tank testing or repairs, then Service Provider also agrees to the indemnification attached hereto as Schedule B. The term environmental work shall mean any work subject to any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Federal

Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq.; and any and all similar laws of the state of where the Services are to be provided.

In addition, Service Provider agrees to indemnify and hold PROS, its entities and its clients harmless for any and all claims, losses, liabilities, injuries, expenses, or damages ("Losses") resulting in whole or in part from the failure of the Service Provider to make payment to any subcontractor, including but not limited to any such Losses arising from any mechanics lien filed by a subcontractor and the removal of the same.

20. Amendment.

This Agreement may be amended from time to time by PROS in its sole discretion. The most recent version of this Agreement may be found at www.proservicecall.com. Prior to accepting or performing any Service Request or Work Order on behalf of PROS' customers, Service Provider shall review the current Agreement and, by performing any Service Request or Work Order, agrees to be bound by the terms and conditions therein. For the avoidance of doubt, any Service Request or Work Order shall be bound by the version of the Agreement that existed on the date such Service Request or Work Order was assigned to Service Provider.

21. Nondisclosure of Business Practices.

"Business Practices" includes information relating to business plans, financial information, products, services, manufacturing processes and methods, test methods, equipment, packaging, costs, sources of supply, advertising and marketing plans, customer lists, sales, profits, pricing methods, personnel and business relationships. Such information also includes the fact that both parties are holding discussions or working together, the nature and subject matter of such discussions or work, and any facts or details about such discussions, pricing, work or project. Service Provider, on behalf of itself and its employees and agents, agrees that, during the period of its discussions and/or business relationship with the other party and for so long thereafter as any information received by Service Provider remains Business Practices: (a) Service Provider shall not at any time disclose to any person, or use for its own benefit or the benefit of any third party, such Business Practices without the prior written consent of the other party; except that Service Provider may disclose Business Practices to one or more third parties if it is required to do so pursuant to law, court order or other directive of a legislative body; and (b) Service Provider shall disclose such Business Practices only to those employees of Service Provider who: (i) have a need-to-know such Business Practices in the performance of their duties associated with the business discussions or any resulting business relationship and (ii) are advised by Service Provider of the confidential nature of such information and are bound by Service Provider to maintain such in confidence. Service Provider shall maintain at least the same degree of diligence in the protection of the Business Practices as it uses with regard to its own proprietary information.

22. Governing Law.

This Agreement shall be governed by the laws of Michigan. PROS and Service Provider irrevocably consent to the exclusive jurisdiction and venue of the courts located in Oakland County, Michigan, for any and all disputes arising out of or relating to this Agreement, Work Order, or Service Request regardless of any conflicts of laws provisions. Service Provider agrees that any lawsuits that may be filed in any jurisdiction or forum other than as authorized by this Agreement shall be dismissed by any such Courts upon request of PROS.

Schedule "A"

PROS SERVICE LEVEL REQUIREMENTS

Service Providers providing Reactive Service calls to PROS' clients must meet the following service level requirements:

	Area	Description
A.	Response Timeliness	CRITICAL: Work Order/Service Request requires an onsite response time within 4 business hours , or within agreed upon Estimated Time of Arrival (ETA) with PROS and location. Critical status is the most response required.
		EMERGENCY: Work Order/Service Request requires an onsite response time within 8 business hours , or within upon ETA with PROS and location.
		NORMAL: Work Order/Service Request requires an onsite response time within 3 business days of the request, or within agreed upon ETA with PROS and location. Service Providers shall respond to a Normal Work Order/Service Request within 8 business hours of its issuance, to establish with PROS an ETA for onsite service response. Normal requests for service can be issued to a Service Provider via email, fax or PROS' Contact Center.
B.	RFS Response Rate	Service Provider shall accept Work Order/Service Request whenever they are received. A Service Provider's acceptance rate will be tracked for all Critical, Emergency, and Normal requests (defined above), and PROS requires that its providers meet this service requirement at least 80% of the time, for and measurement periods.
C.	Performance Compliance	<p>Check-in / Check-out: Service Providers must complete PROS electronic check-in / check-out procedure via Interactive Voice Response ("IVR") system or contact a PROS representative representative. Failure to follow the check-in / check-out procedure may result in delayed or non-payment for work performed and loss of business.</p> <p>Work Orders/Service Request: Services Providers are must obtain a signed Work Order or Service Request and store stamp by the Client which includes the date, client location number, number of hours on site, and description of services performed. Failure to provide a properly completed and signed Work Order or Service Request will result in non-payment for work performed.</p>
D.	Invoicing Timeliness Compliance	Service Provider's invoice and Work Order/Service Request verification form must be received by PROS Accounts Payable within 20 days of service completion for self-performing or subcontracted Services (electronic or paper based invoice submissions). Service Provider agrees that any Services not invoiced within 20 days of the date the Services were completed will not be paid by PROS, in PROS' discretion, and that Service Provider shall have no claim for any such amounts.
E.	Invoicing Accuracy Compliance	<p>Invoicing: All invoices must be completed accurately and clearly using rates and terms agreed upon in this Agreement, Work Order, Service Request, and Additional Terms and must include the following:</p> <p><u>Hours:</u> Hours invoiced shall reflect actual time spent performing services at PROS Client's location or on Client's behalf, and be consistent with the signed Work Order/Service Request that is provided.</p> <p><u>Labor rate(s):</u> Labor rates invoiced shall use the same naming conventions, job types, and rates as agreed to in the Agreement, Work Order, Request for Service, and Payment Agreement.</p> <p><u>Materials / Parts cost:</u> Service Providers shall use good faith and commercially reasonable efforts to identify materials and part costs in invoices. Service Providers shall purchase parts through PM purchase agreements wherever possible.</p> <p><u>Mark-Up:</u> Materials and parts Mark-Up(s) shall be indicated clearly on the invoice.</p> <p><u>Trip charge:</u> Trip charges shall be indicated clearly on the invoice and agree to rate as agreed to in the Agreement, Work Order, Request for Service, and Payment Agreement. Only one Trip Charge or Flat Rate Trip Charge is permitted for each client location per Service Provider per day.</p> <p><u>Sales taxes:</u> If applicable, sales tax state and rate shall be indicated on the invoice and be consistent with tax rates for the appropriate jurisdiction. It is Service Providers responsibility to determine and charge PROS all applicable taxes.</p> <p><u>Other / Misc.:</u> Other or miscellaneous charges shall be indicated clearly on the invoice, and shall be agreed to by PROS prior to incurrence.</p> <p>NTE: Service Providers shall obtain written confirmation of the change of Services and new NTE amount or approved quote from PROS prior to performing the Services or utilizing materials that</p>

		<p>form the basis of the amount greater than the NTE or approved quote. Failure of Service Provider to obtain additional approval shall result in non-payment of the invoice. Service Provider assumes all risk associated for any work performed or materials used to the extent that they exceed the NTE or approved quote without having first obtained written approval from PROS.</p> <p>Training: Service Providers shall complete PROS' invoice training procedures and demonstrate an understanding of PROS' invoicing procedures.</p> <p>Monitoring: PROS shall monitor, and if necessary, perform audits of Service Provider invoices submitted for payment.</p>
F.	Adherence to Work Scope Specification	<p>Service Provider agrees to comply with all the terms of the Work Order in performing Services under this Agreement. Any deviations from the Work Order shall be in writing or Service Provider understands that they will not be paid for work exceeding the NTE or accepted quote.</p>
G.	First-Time Fix Compliance	<p>Service Provider shall use its good faith best efforts to fully and completely perform the Services at the first visit.</p> <p>Failure of Service Provider to fully and completely perform the Services at the first visit will impact Service Provider's performance metrics and may result in non-payment and loss of future engagement.</p> <p>PROS requires that Service Providers contact the Client's location before arriving on site to confirm the status of service, the service requested, and/or parts required and enable the first-time fix requirement.</p>
H.	Periodic Performance Management	<p>PROS may require Service Providers to participate in a periodic review process to monitor and track performance against PROS benchmarks to assess Service Provider's compliance with PROS' policies, procedures and Service Level requirements.</p>

Schedule "B"

ENVIRONMENTAL INDEMNITY

Service Provider, including its successors and assignees, employees, and independent contractors ("the foregoing collectively as "Service Provider"), at its sole cost and expense, shall comply with all Environmental Laws (as hereinafter defined) relating to any work performed on behalf of PROS. Service Provider shall indemnify, defend and hold harmless PROS, its clients, affiliates, parents and subsidiaries, and all partners, trustees, shareholders, agents, directors, officers and employees of any of the foregoing from and against any and all claims, demands, penalties, fines, liabilities, settlements, suits, causes of action, damages, losses, injuries, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, now and in the future, including, without limitation, attorneys' and consultants' fees and disbursements and investigation and laboratory fees arising out of, and in any way related to Environmental Laws and Hazardous Substances including, without limitation: (i) the storage, use, possession, presence, disposal, release, or threat of release of any Hazardous Substance as a result of any act or omission of Provider, its agents, employees, contractors, licensees in, on, from or affecting the a client's location(s); (ii) any personal injury (including, without limitation, wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Substance; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Substance; and/or any intentional or unintentional act or omission on the part of Provider, its agents, employees, contractors, licensees, invitees, subtenants or other occupants of the Premises which violate any Environmental Laws. This provision is to be interpreted as broadly as possible in favor of PROS.

For purposes hereof, the following definitions shall apply:

- (a) **"Environmental Laws"** shall mean all applicable Federal, state, county and local statutes, laws, regulations, rules, ordinances, codes, standards, guidelines, orders, licenses and permits of any Governmental Authorities relating to environmental, health or safety matters, including by way of illustration and not by way of limitation, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Solid Waste Disposal Act of 1970, the comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1970, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act and any state and local equivalents of all of the preceding laws, including, but not limited to Connecticut General Statutes §22a-1 et seq., including any amendments or extensions thereof and all future similar statutes, laws, rules, regulations, and directives and any rules, regulations, standards or guidelines issued pursuant to any of said Environmental Laws.
- (b) **"Hazardous Substance"** shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and substances designated as hazardous or toxic by the municipality in which the Property is located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, and any state agencies that have overlapping jurisdiction with such federal agencies, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

Prior to commencing any environmental work/service, Service Provider must send to PROS a valid and current License (issued by a State or Governmental Agency) for the work prescribed.

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