

NOTE: YOU ARE CONCLUDING 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 the individual or entity providing services to or on behalf of Professional Retail Outlet Services, L.L.C., or its Client (the "**Service Provider**", including its subcontractors), and **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**"). Upon acceptance of the work by Service Provider of the requested to be performed and receipt of the Request for Service or Work Order, Service Provider agrees to be bound by the terms herein, and the effective date shall be the date the Request for Service 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.

"**Authorized Approval Code**" shall mean obtaining an Authorized Approval Code (AAC) number from a PROS representative prior to any work performed which will result in a charge exceeding the Not-To-Exceed amount originally authorized on a Request for Service or Work Order. Any AAC must be reflected in any billing submitted to PROS. Any Subcontractor/Vendor that fails to include an AAC in any billing submitted to PROS, or fails to obtain an AAC will not be paid for any amounts exceeding the NTE authorization.

"**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 Request for Service, including without limitation Service Provider's time, mileage and/or truck charge. This fee is fixed and measurable for each Request for Service, not a variable dollar amount. Unless agreed upon by both parties, only one Trip Charge is permitted for each client location per Service Provider per day;

"**Holiday**" shall mean a US statutory or public holiday, including, New Year's Day, Easter, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, and Christmas Day and Boxing Day (December 26th);

"**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.

"**Request for Service**" 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;

"**Rescheduling Fee**" means a fee for reimbursement of costs incurred by PROS for failure of a Service Provider to perform required Services at the scheduled appointment time and date in compliance with the service level requirements;

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

"**Rework Fee**" means a fee for reimbursement of costs incurred by PROS to complete a Request for Service or Work Order in compliance with the service level requirements;

"**Straight Time**" shall mean any time worked Monday to Friday between 7AM-6PM local time (regardless of Service priority or severity); and

"**Overtime**" shall mean any time worked Monday to Friday between 6PM-7AM local time and all day on Saturday or Sunday (regardless of Service priority or severity).

2. Term.

This Agreement shall commence on the Effective Date and continue in full force and effect for one (1) year from the last date the Service Provider was an Active Vendor, and thereafter shall renew automatically for one (1) year terms, unless terminated sooner by either party and for any reason by thirty (30) days prior written notice to the other party.

3. Services and Fees.

PROS hereby retains the Service Provider, as an independent contractor, for the purpose of performing the Services during the Term, and PROS agrees to pay the Service Provider for the Services completed in accordance with the written "Payment Agreement" received by Service Provider from PROS upon acceptance of the work to be performed, which shall be in accordance with the fee schedule set out in Schedule "A" hereto. In case of a conflict, the "Payment Agreement" shall govern. Service Provider will not be paid for ANY WORK which is performed under this agreement where the job is not fully completed, or if the work is not completed to the satisfaction of PROS. Any additional work which is required either by PROS, another Service Provider, or a Client to satisfactorily complete the Service shall be deducted, at PROS option, from any amounts claimed as owed to Service Provider.

4. Stores and Waiver of Lien Rights.

This agreement shall apply to all services and goods provided at PROS's Client locations. Service Provider agrees that performance of services hereunder are specifically for PROS and that Service Provider shall not have the right to file any liens against PROS Clients under any circumstances. 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.

5. Termination.

(a) Without cause: Either party may terminate this Agreement at the end of the Initial Term or the then current Renewal Term by providing the other party with written notice at least thirty (30) days prior to the expiration of such Term. Notwithstanding the aforementioned, PROS may, at any time and for any reason, terminate this Agreement by providing ten (10) days written notice to Service Provider.

(b) With cause: PROS may terminate this Agreement immediately if any of the following events occur, as determined by PROS, at its sole discretion: (i) any material breach or non-performance by the Service Provider of its obligations under this Agreement (including failure of the Service Provider to devote the necessary time, resources, staff and skill to the performance of the Services), which is not cured after ten (10) days prior written notice of said breach; (ii) failure to complete the work as authorized to the satisfaction of PROS in its sole discretion; (iii) falsification of documents provided by Service Provider; (iv) failure of Service Provider to perform a Request for Service without informing PROS (not a Client representative); (v) Service Provider's failure to comply with Section 14(h); (vi) the Service Provider becomes insolvent, is adjudged bankrupt or takes the benefits of any legislation relating to bankrupt or insolvent debtors; (vii) the Service Provider voluntarily or by court order is wound-up, dissolved or liquidated; or (viii) any adverse change in circumstance or conduct of the Service Provider which may affect or harm the status of PROS.

(c) Effect of Termination: There shall be no termination fees or penalties for any termination by either party irrespective of the reason of such termination. PROS shall not be liable to Service Provider for reimbursement of damages, prospective profits or income, or for any expenditures, investments or commitments made by Service Provider. PROS shall be reimbursed by Service Provider for any prepayment of Services not rendered prior to the effective date of termination.

6. Invoicing and Quotes.

Invoices and quotes shall include all applicable sales taxes, as well as a breakdown of labor and material costs, fees, taxes, customer duties, shipping or delivery fees and other associated costs in accordance with part E of Schedule "A". Lump sum invoices will be rejected by PROS. Invoices exceeding the NTE must include an AAC number and be submitted in accordance with part E of Schedule "A". 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. Service Provider shall not charge PROS for any costs or fees, except in accordance with the terms hereof.

7. Payment Terms.

PROS shall pay Service Provider invoices within 45 days from the date an invoice has been accepted by PROS in accordance with parts D and E of Schedule "A". 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. INVOICES RECEIVED MORE THAN TWENTY (20) DAYS AFTER SERVICES WERE COMPLETED 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's 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's effectuating the foregoing, if PROS notifies Service provider of its desire to implement this Section 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 – Service Provider will not be paid for ANY WORK which is performed under this agreement where the job is not fully completed, or if the work is not completed to the satisfaction of PROS. Any additional work which is required either by PROS or its Client to satisfactorily complete the Service shall be deducted, at PROS option from any amounts claimed as owed by Service Provider.

8. Service Level Requirements and Handbook.

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 described in the "Vendor Requirements" section of the PROS website (www.proservicecall.com). In the event Service Provider fails to comply with the service levels outlined in Schedule "A" PROS reserves the right to charge and collect up to a five (5%) percent administrative fee calculated based on the total cost of Service Provider's invoice, which may be offset against any amounts outstanding to Service Provider.

9. Certification.

Service Provider shall dispatch and utilize only certified technicians licensed in accordance with applicable local, state, and Federal requirements as well as manufacturer requirements, to perform services on equipment that is critical to PROS's Clients. Upon reasonable request and upon ten (10) days prior written notice, the Service Provider shall furnish said certificates or licenses to PROS. Such equipment includes, but is not limited to, food service and beverage, HVAC, refrigeration, fuel storage, and safes. Technician certifications shall be retained by Service Provider for a minimum of three (3) 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.

10. Manufacturers' Warranty.

PROS Client Equipment 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's Clients that are not covered by warranty (or otherwise covered by Preventive/Scheduled Maintenance) shall be covered according to the Request for Service or Work Order.

11. 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.

12. Interacted Voice Response (IVR) Use.

Service Provider is required to use PROS's telephony based IVR check in and check-out procedures in accordance with part C of Schedule "B".

13. Right to Withhold Payment.

In the event that a Client for whom Service Provider has performed work fails to make payment to PROS, PROS reserves the right to withhold payment to Service Provider while PROS makes good-faith efforts to collect payment from a Client in payment default, Service Provider agrees not to pursue any collection activities against PROS or Client, and shall further 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 situation occurs, PROS shall promptly notify Service Provider within twenty (20) business days of such default.

14. Insurance.

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.

(h) Service Provider shall, prior to any services and/or work being performed by Service Provider, 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.

15. 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.

If to Service Provider, notices will be sent to the last address on file with PROS. If to PROS, then to the address first stated above. PROS may change such address at any time in the future with written notice to Service Provider.

16. 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 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. 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.

17. Citizenship.

Service Provider shall comply with all immigration laws, rules, and regulations (collectively, the "Immigration Laws"), and warrants (that all its employs are properly licensed to perform services in the United States).

18. 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 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 to otherwise act on behalf of PROS. Neither the Service Provider nor its representatives shall be entitled to any of the employee benefits provided by PROS to its employees.

19. 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: PROS shall calculate and pay sales tax for services rendered to PROS Clients and Service Provider shall bill PROS in accordance with part E of Schedule "A" excluding sales tax. Service Provider shall calculate and pay sales tax for service rendered to PROS pass through Client, and shall bill PROS in accordance with part E of Schedule "A" including sales tax .

20. 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. Failure to abide by this requirement while the Agreement is in force will result in the immediate termination of this Agreement by PROS.

21. 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 negligence of its employees, suppliers, or independent contractors including their use of defective products or materials. 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 Exhibit "B".

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.

22. 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.

23. Governing Law.

This Agreement shall be governed by the laws of Michigan. By executing this Agreement, both PROS and Service Provider hereto consent to the exclusive jurisdiction and venue of the courts of Michigan, in all disputes arising out of or relating to this Agreement and the work orders hereinafter issued to Service Provider by PROS.

24. Survival.

All warranties, covenants and representations made herein shall survive termination of this Agreement. Specifically but not limited to Sections 4, 7, 10, 13, 14, 18, 20 21 and 22, shall survive any termination of this Agreement for any reason.

Schedule "A"

PROS SERVICE LEVEL REQUIREMENTS

Service Providers providing Reactive Service calls to PROS's clients must meet the following service levels for response times:

	Area	Description	Minimum Requirement / Measurement
A.	Response Timeliness	CRITICAL: Request for Service 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.	95% achievement or higher
		EMERGENCY: Request for Service requires an onsite response time within 8 business hours , or within upon ETA with PROS and location.	95% achievement or higher
		NORMAL: Request for Service requires an onsite response time within 3 business days of the request, or within agreed upon ETA with PROS and location.	95% achievement or higher
		Service Providers shall respond to a Normal Request for Service 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's Contact Center.	95% achievement or higher
B.	RFS Response Rate	Service Provider shall accept Requests for Service 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.	80% achievement or higher
C.	Performance Compliance	Check-in / Check-out: Service Providers must complete PROS's electronic check-in / check-out procedure via Interactive Voice Response ("IVR") system or PROS Contact Center representative. Failure to follow the check-in / check-out procedure may result in delayed or non-payment for work performed and loss of business.	95% achievement or higher
		Work Orders: Services Providers are must obtain a signed work order 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 will result in non-payment for work performed.	100% achievement
D.	Invoicing Timeliness Compliance	Service Provider's invoice and work verification form must be received by PROS Accounts Payable within 15 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 six (6) months of the date the Services were completed will not be paid by PROS in PROS's discretion and that Service Provider shall have no claim for any such amounts. PROS requires that Service Providers submit invoices using E-Bill or electronic bulk load files in order to prevent processing delays and non-payment.	95% achievement or higher
E.	Invoicing Accuracy Compliance	Invoicing: All invoices must be completed accurately and clearly using rates and terms agreed upon in this Agreement: <u>Hours:</u> Hours invoiced shall reflect actual time spent performing services at PROS Client's location, and be consistent with the signed work order that is provided. <u>Labor rate(s):</u> Labor rates invoiced shall use the same naming conventions, job types, and rates as agreed to in the Agreement. <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. <u>Mark-Up:</u> Materials and parts Mark-Up(s) shall be indicated clearly on the invoice. <u>Trip charge:</u> Trip charges shall be indicated clearly on the invoice and agree to rate as agreed to in the Agreement. <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. <u>Other / Misc.:</u> Other or miscellaneous charges shall be indicated clearly on the invoice, and shall be accepted by PROS prior to incurrence. NTE: Service Providers shall obtain additional approval and an AAC number for service calls expected to	95% achievement or higher

		<p>exceed the NTE. Failure of Service Provider to obtain additional approval and an AAC number shall result in non-payment of the invoice.</p> <p>Purchase Orders: Service Providers shall provide a copy of a Purchase Order for materials and/or parts costing more than \$400 individually or in the aggregate (\$400 for items manufactured by Service Provider or purchased in bulk and distributed by the Service Provider in the aggregate). Failure of Service Provider to provide proper documentation shall result in non-payment of the invoice.</p> <p>Training: Service Providers shall complete PROS's invoice training procedures and demonstrate an understanding of PROS's 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>If applicable, scheduled maintenance services provided by Service Provider shall meet the specifications defined in the scope(s) of work attached in <u>Schedule "C"</u> of the Agreement.</p> <p>Failure of Service Provider to perform scheduled maintenance services according to the work shall result in of the invoice.</p>	95% achievement or higher
G.	First-Time Fix Compliance	<p>Services provided by Service Provider shall use its good faith best efforts to fully resolve the Client's issue/problem on the first service call.</p> <p>Failure of Service Provider to resolve Client's issue/problem on the first service call will impact Service Provider's performance metrics and may result in loss of work.</p> <p>PROS highly recommends that Service Providers contact the Client's location before arriving on site to confirm the service requested and/or parts required and enable the first-time fix requirement.</p>	<p>Critical or Emergency service requests - 85% achievement</p> <p>Normal service requests - 95% achievement</p>
H.	Periodic Performance Management	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's policies, procedures and Service Level requirements.	As requested by PROS

Schedule "B"

ENVIRONMENTAL INDEMNITY

Service Provider, at its cost and expense, shall comply with all Environmental Laws (as hereinafter defined). 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, damages, losses, injuries, costs and expenses of whatever kind or nature, known or unknown, contingent or otherwise, including, without limitation, attorneys' and consultants' fees and disbursements and investigation and laboratory fees arising out of, and in any way related to: (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.

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.