

**BUILDING SOLUTIONS
GENERAL TERMS AND CONDITIONS**

1. Applicability.
 - (a) These terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by Keslar Realty Advisors Corporation, d/b/a Building Solutions ("**Building Solutions**") to our clients ("**Client**").
 - (b) The accompanying order confirmation (the "**Proposal**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Proposal, these Terms shall govern and control.
 - (c) These Terms prevail over any of Client's general terms and conditions regardless whether or when Client has submitted its request for proposal, order or such terms. Building Solutions' provision of services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.
2. Services. Building Solutions shall provide the services to Client as described in the Proposal (the "**Services**") in accordance with these Terms.
3. Performance Dates. Building Solutions shall use reasonable efforts to meet any performance dates specified in the Proposal, and any such dates shall be estimates only.
4. Client's Obligations. Client shall:
 - (a) cooperate with Building Solutions in all matters relating to the Services and provide such access to Client's premises and other facilities as may reasonably be requested by Building Solutions, for the purposes of performing the Services;
 - (b) respond promptly to any Building Solutions request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Building Solutions to perform the Services in accordance with the requirements of this Agreement;
 - (c) provide such Client materials or information as Building Solutions may request to carry out the Services in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects; and
 - (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to Client's operations and facilities before the date on which the Services are to start.
5. Client's Acts or Omissions. If Building Solutions' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, Building Solutions shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
6. Fees and Expenses; Payment Terms; Interest on Late Payments.
 - (a) In consideration of the provision of the Services by Building Solutions and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the Proposal.
 - (b) Client shall pay all invoiced amounts due to Building Solutions as specified in the Proposal. Client shall make all payments hereunder in US dollars in accordance with Building Solutions' written instructions.
 - (c) In the event payments are not received by Building Solutions when due, Building Solutions may:
 - (i) charge interest on any such unpaid amounts at a rate of 1% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and
 - (ii) suspend performance for all Services until payment has been made in full.
7. Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of Building Solutions in the course of performing the Services, including any items identified as such in the Proposal (collectively, the "**Deliverables**") shall be owned solely by Building Solutions. Building Solutions hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use and benefit of the Services and the Deliverables.
9. Confidential Information. For purposes of this Agreement, a party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the party disclosing such information shall be the "**Disclosing Party**." "**Confidential Information**" means all financial, technical, strategic, marketing, and other information relating to the Disclosing Party or its actual or prospective business, products, or technology that may be, or has been, furnished or disclosed to Recipient by, or acquired by Recipient directly or indirectly from the Disclosing Party, whether disclosed orally, in writing, or electronically, and shall include all portions of the Services that are not publicly available. Confidential Information does not include that which was: (a) generally known to the public without breach of this Agreement; (b) is or became generally known to the public after the date of this Agreement other than as a result of the act or omission of Recipient; (c) was already in the possession of the Recipient without any obligation of confidence; (d) released by Disclosing Party with its written consent to third parties without restriction; (e) lawfully received by Recipient from a third party without an obligation of confidence; (f) independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential Information; or (g) is required to be disclosed in accordance with a judicial or governmental order or decree, provided that the Recipient provides prompt notice of the order or decree to the Disclosing Party and reasonably cooperates with the Disclosing Party to limit the disclosure and use thereof. For a period of five years from the date of receipt of Confidential Information or longer in the case of trade secrets, the Recipient shall

do the following: (i) use at least the same degree of care that it uses with respect to its own confidential information, but in no event less than a reasonable degree of care to avoid disclosure; (ii) disclose Confidential Information only to its personnel who have a need to know; (iii) disclose Confidential Information only to third parties who have entered into an appropriate confidentiality agreement with the Recipient; and (iv) promptly report any loss of any Confidential Information to the Disclosing Party. Recipient shall not alter or remove any proprietary legend from any Confidential Information of the Disclosing Party. Upon the written request of the Disclosing Party or termination of this Agreement, Recipient shall return or destroy all Confidential Information of Disclosing Party in its possession or control and cease all further use thereof.

10. Representation and Warranty.

- (a) Building Solutions represents and warrants to Client that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- (b) The Building Solutions shall not be liable for a breach of the warranty set forth in Section 10(a) unless Client gives written notice of the defective Services, reasonably described, to Building Solutions within 30 days of the time when Client discovers or should have discovered that the Services were defective.
- (c) Subject to Section 10(b), Building Solutions shall, in its sole discretion, either:
 - (i) repair or re-perform such Services (or the defective part); or
 - (ii) credit or refund the price of such Services at the pro rata contract rate.
- (d) **THE REMEDIES SET FORTH IN SECTION 10(c) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(a).**

11. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(a) ABOVE, BUILDING SOLUTIONS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

12. Limitation of Liability.

- (a) IN NO EVENT SHALL BUILDING SOLUTIONS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BUILDING SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL BUILDING SOLUTIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO BUILDING SOLUTIONS PURSUANT TO THE PROPOSAL.

13. Termination. In addition to any remedies that may be provided under this Agreement, Building Solutions may terminate this Agreement with immediate effect upon written notice to Client, if Client:

- (a) fails to pay any amount when due under this Agreement and such failure continues for seven days after Client's receipt of written notice of nonpayment;
- (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part and such failure continues for 30 days after Client's receipt of written notice of such breach; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Insurance. During the term of this Agreement and for a period of one day thereafter, Client shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 with financially sound and reputable insurers reasonably acceptable to Building Solutions. Upon Building Solutions' request, Client shall provide Building Solutions with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Building Solutions as an additional insured. Client shall provide Building Solutions with advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Building Solutions' insurers and Building Solutions.

15. Waiver. No waiver by Building Solutions of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Building Solutions. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Building Solutions hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's (the "Impacted Party") reasonable control, including, without limitation, the following force majeure events (the "Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 consecutive days following written notice given by it under this Section 16, either party may thereafter terminate this Agreement after 30 days' written notice; however such termination shall not

occur if the Impacted Party cures such failure or delay prior to the expiration of such 30-day period.

17. Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Building Solutions. Any purported assignment or delegation in violation of this Section 17 is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.
18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
19. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
20. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.
21. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Dallas and County of Dallas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
22. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section 22.
23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
24. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement, including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Submission to Jurisdiction, and Survival.
25. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.
26. Attorneys' Fees. The prevailing party in any dispute arising under this Agreement shall be entitled to recover their attorneys' fees and costs and expenses incurred in enforcing this Agreement.