



TERMS AND CONDITIONS APPLICABLE TO VENDORS

Date of Last Revision: May 1, 2026

Vixxo Corporation and its subsidiaries including Vixxo Kansas, LLC ("Vixxo") is committed to providing its customers the highest quality facilities maintenance and management. To meet this commitment, Vixxo contracts with various vendors. Those vendors must be dedicated to the same high standards that Vixxo requires of itself. One inappropriate act by a vendor can tarnish a customer relationship that Vixxo spent years developing.

Vixxo has determined that a key to avoiding vendor-related issues and problems is to be up-front about Vixxo's expectations and requirements of its vendors. This document sets forth those expectations and requirements in the form of Terms and Conditions. These Terms and Conditions, as updated from time to time, are incorporated into any and all Work Orders issued to Vixxo's vendors.

You are advised to read this document in its entirety. By acknowledging or indicating your agreement, you affirm that you have read, understood, and consent to be bound by the Terms and Conditions set forth herein. If you do not understand or do not agree to these Terms and Conditions, you should refrain from indicating your acceptance and contact your Service Provider representative. By proceeding with the execution of any Work Order on behalf of Vixxo, you expressly agree to be bound by these Terms and Conditions in full.

1. Definitions.

"You" and "your" refers to the vendor agreeing to be bound by the Terms and Conditions set forth in this document. Unless otherwise noted, "you" and "your" includes the vendor's principals, employees, and agents. The term "written" includes communications by Vixxo to you through Vixxo's online Vendor Portal and Mobile Application.

2. Your relationship with Vixxo.

Your agreement to be bound by these Terms and Conditions does not create any obligation on Vixxo to use your services. Vixxo only becomes obligated to you upon the issuance of a written Work Order and, then, only to the extent of the Work Order. You cannot claim that Vixxo promised to use your services, or promised to use a certain quantity of your services, beyond the work identified in the Work Order unless there is a separate written agreement signed by Vixxo; no legal or equitable theory, including detrimental reliance or promissory estoppel, will relieve you of the requirement of a separate written agreement.

You agree that you are an independent contractor and that nothing in this document shall be construed as creating an employment relationship, agency, joint venture, or partnership between you and Vixxo. You are solely responsible for complying with all laws and regulations relating to your relationship with your employees, including, without limitation, those governing payment of wages, payment of taxes, and provision of benefits. You are not authorized to make any contract or commitment on behalf of Vixxo unless Vixxo has authorized you to do so, in writing.

3. Your obligations as a Vixxo vendor.

If Vixxo elects to utilize your services and issues a written Work Order to you, you must comply with the following:

A. You must act in a legal and ethical manner.

You must, at all times, act in a legal and ethical manner in connection with the services you provide for Vixxo or its customers.

If you become aware of illegal or unethical conduct of any person or entity, including an employee of Vixxo, related to services provided to Vixxo or its customer, you must report the conduct to Vixxo senior management at (316) 721-3656.

B. You cannot offer or pay any "kickback".

You cannot, either directly or indirectly, provide or offer to provide any "kickback" or other type of compensation to any Vixxo employee. If you are aware of any such payment being offered or made, you must report it to a member of Vixxo senior management.

C. Vixxo's policy concerning gifts and entertainment.

Vixxo will select vendors based on factors such as quality of service and cost and not based on gifts or business courtesies extended by a vendor. To avoid even the appearance of impropriety, Vixxo has adopted the following policies regarding gifts and entertainment: (a) any vendor desiring to give a holiday or special occasion gift to Vixxo should instead make a donation to a charitable organization; and (b) Vixxo recognizes that social events can be beneficial in establishing and building business relationships, but Vixxo's employees are required to pay for their share of the cost associated with the event.

D. Compliance with Laws and Policies.

Subcontractor shall comply with all federal, state and local laws, ordinance, and regulations applicable to the Services now or hereafter in effect at all times during the term of this Agreement. Subcontractor shall secure and maintain in full force and effect all licenses, permits, certificates and bonds required by all applicable federal, state, county, municipal and local laws, rules, ordinances and regulations required for the lawful operation of its business

E. Your work must be professional and workmanlike.

You will perform all work in a professional and workmanlike manner and within the schedule established by each Work Order. Time is of the essence.

Any equipment or materials you install will be new and free from defect. For a period of one year after the completion of your work, you will, at your sole expense, promptly correct any work not performed in a professional and workmanlike manner and replace any equipment or materials that are defective, using new equipment and materials. You are required to comply with all applicable laws, rules, regulations, industry standards, and building codes. You must notify Vixxo in writing if any applicable jurisdiction requires that Vixxo be licensed for the work identified in the Work Order. You must provide the written notification prior to beginning the work identified in the Work Order. You agree that if you fail to timely provide the written notification to Vixxo, you will reimburse Vixxo for any fees, penalties, taxes, and for Vixxo's reasonable attorney's fees, incurred by Vixxo in addressing an alleged or actual violation of any licensing requirement. Vixxo has the right to offset all such amounts against payments owed to you. For each Work Order, you must comply with all the terms and conditions Vixxo's customer requires for our vendors, which are incorporated herein by reference. You should request a copy from us of such terms and conditions before beginning each Work Order. You are responsible for obtaining any permits necessary for your work and determining that your work will not damage any existing structures or infrastructure, including, without limitation, underground utilities. You are responsible for any damage you cause to existing structures or infrastructure.

You will keep the worksite free of rubbish and waste materials and in as clean a condition as reasonably practical given the nature of the work you are doing. Upon completion of your work, you will promptly return the worksite to a neat and clean condition.

You are responsible for the protection of any equipment, tools, supplies and materials you supply to the worksite. You are responsible for any damage you cause to equipment, tools, supplies, and materials on the worksite that belong to others. You are also responsible for any damage you cause to work being performed by others at the worksite.

F. Vixxo's Scoring Metric for Vendors.

Vixxo maintains a scoring metric for its vendors which is based on factors including but not limited to each vendor's record of professional and workmanlike performance, reliability, efficiency, costs, and accessibility. Should your scoring metric fall below 50%, Vixxo may, in its sole and absolute discretion, place you on a Do Not Use list. You acknowledge and agree that Vixxo will incur no liability, legal, financial, or otherwise, for placing you on a Do Not Use list.

You also agree that a scoring metric above 50% does not create any contract between you and Vixxo, either actual or implied or based on any legal or equitable theory, and it does not create any other obligation on Vixxo to use your services in the future.

G. Requirements relating to your employees.

All of your employees performing work for Vixxo or Vixxo's customer must:

1. Have satisfactorily passed a drug-screening test in the prior 12 months and not have failed a drug-screening test during that same time period;

2. Be qualified to work in the United States of America and supply **19** if requested;
3. Have provided written consent to and passed:
 - a background check, which includes a check of the employees' references;
 - a criminal history check for felony and misdemeanor criminal convictions;
 - a check of employment history, references, and the highest college diploma, degree, or certificate earned;
 - a check of the National/State Sex Offender Registry (familywatchdog.us/ with no state selected); and
 - verification of the employee's SSN, citizenship, and legal right to work in the jurisdiction where the employee will be performing services for Vixxo or Vixxo's customer; and
4. Be capable of communicating in English.

In addition, Vixxo may require that you perform additional types of background checks and screenings to the extent requested by any of Vixxo's customers.

You will maintain the documentation confirming that these requirements have been met and will promptly provide such documentation to Vixxo upon Vixxo's request.

While at the worksite, your employees must also:

- wear a company uniform with his/her name displayed;
- not smoke on Vixxo's customer's property and comply with any policy of Vixxo's customer regarding smoking near the customer's property;
- be courteous and polite and refrain from foul or abusive language; and
- comply with all of Vixxo's customer's requirements relating to access and entry, including identification badges and signing-in and signing-out as requested, and/or Interactive Voice Response (IVR) System. Failure to properly use the IVR System or Mobile Check-In via Mobile Application will result in a reduction or non-payment of your invoice.

Failure to properly capture and submit Before and After photos will result in a reduction or non-payment of your invoice.

H. Termination of Work Order.

Vixxo may, at any time and for any reason, terminate any Work Order issued to you. If the termination is unrelated to the quality or timeliness of your work, i.e. a termination not-for-cause, you will be paid the reasonable value of the work you performed prior to termination. If the termination is based on the quality or timeliness of your work, i.e. a termination for-cause, you will be paid the amount you would otherwise have earned under the Work Order, less the cost to Vixxo, including, but not limited to Vixxo's attorney's fees, of completing the project; if Vixxo's cost to complete exceeds the amount of your Work Order, you must on demand pay Vixxo for the additional cost. Regardless of whether the termination is for-cause or not-for-cause, you waive any right to recover any consequential or incidental damages. You also agree, regardless of the reason for termination, to cooperate with Vixxo in transitioning your work to another vendor in a timely, professional manner.

I. Your Invoicing.

If you are awarded a Work Order with a Not To Exceed (NTE) amount, your invoice cannot exceed the NTE amount stated in the Work Order unless you have a separate written agreement signed by Vixxo (not from Vixxo's customer) authorizing you to invoice an amount in excess of the NTE amount.

You cannot claim that you should be paid for extra or additional work beyond the work identified in the Work Order unless you have been issued a new Work Order for that extra or additional work.

You will only submit one invoice in connection with a Work Order and it will be submitted upon the conclusion of your work and in accordance with the Work Order. If the work has not been performed in a professional and workmanlike manner, your invoice will not be paid until the work has been corrected. If such work is not promptly corrected, Vixxo is authorized to correct the work through other means, at your cost.

Your invoice must be itemized, include the Work Order number and reflect the charges for labor and material. Unless you are instructed otherwise, your invoice must also identify any sales tax. Your invoice may not include any charge not

allowed by the Work Order. For example, your invoice may not include any truck, travel, or service charges, unless those charges were approved in the Work Order. Vixxo also does not allow two-person crews unless a two-person crew is approved within the Work Order.

You must submit your invoice within FIFTEEN (15) days of completion of the work specified in a Work Order, along with a Vixxo Sign-Off sheet signed by Vixxo's customer indicating acceptance of the work along with all other required paperwork. A Partner Network Subscription of 8.5% will be deducted from each accurately and timely submitted invoice. Any invoice submitted more than 30 days after completion of the work may be rejected by Vixxo in its sole and absolute discretion, in which case you shall not receive any payment for the work/services included in such invoice.

All invoices must be submitted via Vixxo's online Vendor Portal (VixxoLink) or Mobile Application pursuant to the options provided at the following URL <https://www.vixxo.com/login-options>. Failure to submit your invoice via Vixxo's online Vendor Portal or Mobile Application will result in a reduction or non-payment of your invoice. You waive the right to charge Vixxo any finance fees even when your invoice accounts for it.

If Vixxo's customer for whom you have performed work fails to make payment to Vixxo or it appears to Vixxo that the customer will not make payment when due, then Vixxo may, in its sole discretion, withhold payment to you. Otherwise, Vixxo will pay uncontested and properly submitted invoices within 45 days of process date. Vixxo must have your W-9 and verification of insurance coverage before your invoices will be paid.

All invoices must be submitted in U.S. dollars and all invoices will be paid in U.S. dollars. Direct deposit is available to you, upon request, free of charge. The statute of limitations on invoices expires 2 years from job completion date. You waive all rights to collect thereafter.

If you are providing or have provided services pursuant to more than one Work Order, Vixxo has the right to offset any amounts Vixxo is or may become obligated to pay any other person or entity because of your failure to properly perform in connection with another Work Order.

J. You do not have a contractual relationship with Vixxo's customer.

If you are awarded a Work Order, your contract is with Vixxo only. You agree you do not have a contract, either actual or implied or based on any legal or equitable theory, with Vixxo's customer, and that you have no right, under any legal or equitable theory, to seek payment from any person or entity other than Vixxo for work you performed for Vixxo or Vixxo's customer. You acknowledge that Vixxo's customer does not have the authority to increase or decrease the scope of work described in any Work Order. You agree that Vixxo's customer (i.e. store management) does not have authority to approve specific or additional work. You must gain explicit permission from Vixxo in order to proceed. You agree not to enter into a separate contract (written or oral) with Vixxo's customer to perform work.

You agree that you waive any rights to place any lien on any property where you do work pursuant to a Work Order issued by Vixxo, whether based on a Work Order or otherwise. You agree to promptly comply with any reasonable request to verify that you do not have a lien on the property or to remove any lien you place on the property.

K. You cannot subcontract without Vixxo's written permission.

You cannot subcontract any work awarded to you in a Work Order without the written consent of Vixxo. If you subcontract work without Vixxo's written consent, you waive any right to payment, whether based in contract or equity, for any work you perform under that Work Order, and you are liable for any damages Vixxo incurs as a result of the unauthorized subcontracting, including, but not limited to, Vixxo's attorney's fees related to the unauthorized subcontracting.

L. You have no right to use Vixxo or its customer's names or marks.

You will not use Vixxo's name, trade names, trademarks, service marks, logos, or other commercial or product designation without the written permission of Vixxo. Vixxo is under no obligation to give its permission and can withhold its permission in its sole discretion and for any reason, even if that reason is arbitrary or capricious. You agree you will not contact Vixxo's customer for its permission to use its name, trade names, trademarks, service marks, logos or commercial or product designation. Vixxo may request permission from its customer on your behalf, but Vixxo is under no obligation to do so, and can refuse to do so, even if that refusal is arbitrary or capricious.

M. Insurance Requirements.

For any work performed under each Work Order, you shall maintain insurance coverage as specified in the Insurance Requirements for Vendors document attached hereto as Attachment A and incorporated herein. Also, if requested, you will

promptly provide Vixxo with written verification from your insurer of the insurance coverage required by this paragraph.

N. Trade License.

Prior to beginning any work authorized by a Vixxo Work Order, you must send to Vixxo a copy of any license required for any work you will perform pursuant to the Work Order.

O. Transfer of Manufacturers' Warranties.

Vendor must receive, complete, and register or file all manufacturer product guarantees for materials and equipment purchased under a Work Order. Vendor must, upon completion of the work, submit to Vixxo certificates of warranty/guarantee registrations. In addition, Vendor must also keep a copy of the manufacturer's warranty for the duration of the warranty.

P. OSHA.

Vendor will comply with OSHA and state-equivalent standards and requirements and will indemnify Vixxo from any failure to do so, including fines, abatement costs, and delays to the work. Failure to comply shall be a material breach of the Work Order.

Q. Indemnification.

To the fullest extent allowed by law, you will defend indemnify and hold harmless Vixxo and Vixxo's customer from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or related to the performance of the Work by you or anyone for whose acts you may be liable because of bodily injury, sickness, disease, death, property damage, including loss of use, and any breach of the Terms and Conditions in this document or Work Order. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section. Your indemnification obligation shall not be limited by (i) the coverage limits in any insurance policy you are required to maintain pursuant to these Terms and Conditions and Attachment A hereto, and (ii) a limitation on amount or type of damages, compensation or benefits payable by or for you under workers' compensation acts, disability benefit acts or other employee benefit acts.

R. Noncompetition, Nonsolicitation, and Nondisclosure.

1. Nondisclosure of Confidential Information.

In performing services as requested by Vixxo, you may come into contact with information about Vixxo that Vixxo considers confidential, including but not limited to: (a) customer lists; (b) information about equipment and facilities; (c) the identity of specialized consultants and contractors, and confidential information developed by them for Vixxo; (d) operating data; (e) cost and pricing data; (f) acquisition, expansion, marketing, financial and other business plans; (g) manuals, files, records, memoranda, plans, drawings and designs, specifications and records; (h) system design, configuration and capability; (i) the Work Order, and these Terms and Conditions Applicable to Vendors; and (j) all information that is a "trade secret" as defined in the Uniform Trade Secrets Act as adopted in Kansas at K.S.A. 60-3320. You may also encounter general or specific information about Vixxo's customers, including but not limited to their name, location, business plans, forecasts, pricing, cost data, and expense data. The information in the preceding two sentences is referred to as the "Confidential Information." You must not use the Confidential Information or disclose any of the Confidential Information (or any part thereof), or any similar information, secrets, techniques, practices, or methods as to the business affairs of Vixxo or any of Vixxo's customers to any person or entity for any reason or purpose whatsoever without the express written consent of Vixxo.

2. Noncompetition.

During the period of time that you are performing work pursuant to one or more Work Orders issued by Vixxo and for a period of two years thereafter, you agree that you will not, either directly or indirectly, or as an officer, manager, employee, consultant, investor, director, partner, member, sole proprietor or shareholder of any other person or entity, solicit or accept work from any Vixxo customer without the express written consent of Vixxo.

3. Nonsolicitation.

During the period of time that you are performing work pursuant to one or more Work Orders issued by Vixxo and for a period of two years thereafter, you agree that you will not, either directly or indirectly, or as an officer, manager, employee, consultant, investor, director, partner, member, sole proprietor or shareholder of any other person or entity, solicit the employment or services of any person who is or was an employee of Vixxo.

4. Reasonableness and Enforceability.

You acknowledge and agree that the provisions of this Article are reasonable and necessary for purposes of protecting Vixxo and its customers. In the event that a court determines that any restriction contained in these Terms and Conditions is unenforceable, the parties agree that the Terms and Conditions will remain enforceable for the maximum term and to the maximum extent allowed by the court. In the event of a breach or threatened breach by you, the provisions of these Terms and Conditions will be enforceable by the remedies of specific performance, injunction, and/or damages, as well as all other rights and remedies available to Vixxo by statute or common law, both at law and in equity. You specifically agree that the remedy of money damages alone would be inadequate.

S. Deliverables

1. Your Intellectual Property.

You have created or acquired (unrelated to the performance of your services for Vixxo) rights in certain intellectual property, including various concepts, methodologies and techniques, models, templates, software, user interfaces and screen designs, general purpose consulting and software tools, and methods of operation of systems (collectively, "Your Intellectual Property"); provided, however, that "Your Intellectual Property" shall not include any of the foregoing created expressly by or on behalf of you for Vixxo. You shall retain all ownership rights in the Your Intellectual Property. Vixxo shall acquire no right or interest in Your Intellectual Property, except for any license expressly granted herein or by separate subsequent agreement between the parties. You agree that the term "Your Intellectual Property," as used herein, shall not include any of Vixxo's Confidential Information, the Deliverables (defined below) hereunder, or Vixxo's tangible or intangible property, and you shall have no ownership rights in such property. If any of Your Intellectual Property is contained in any of the Deliverables, you hereby grant or shall cause your employees or agents to grant Vixxo and/or its designee a worldwide, royalty-free, non-exclusive, sub-licensable, transferable, irrevocable, and perpetual license to use and copy Your Intellectual Property in connection with the use of the Deliverables.

2. Ownership of Deliverables.

Except for Your Intellectual Property and unless a Work Order expressly provides to the contrary (and without any additional compensation other than the fees stated on the applicable Work Order), all deliverables and work product created by or for you for delivery to Vixxo in connection with the Services ("Deliverables") will to the fullest extent possible be considered work for hire under applicable copyright law and owned exclusively by Vixxo or its designee. Accordingly, as and when any Deliverable is created, the ownership of such Deliverable will immediately vest in Vixxo or its designee. To the extent that ownership of the Deliverables does not by operation of law immediately vest with Vixxo, you hereby assign to Vixxo or its designee all right, title, and interest it has in such Deliverable, including any copyrights or other intellectual property rights pertaining thereto. Subject to Vixxo's or Vixxo's customer's ownership interest in the Confidential Information and your obligations under Section III(Q), you will be free to use, in performing work for others, the general skill and knowledge and disclose any ideas, concepts, know-how and techniques relating to your business that are retained in the memory of your personnel acquired under this Agreement. Without limiting and in furtherance of your obligations under Section III(Q), You will refrain from using any Confidential Information to enable any competitor of Vixxo or any of its affiliates to gain a commercial advantage against Vixxo or any of its affiliates.

3. Provisions Regarding Patents, Copyrights, and Other Intellectual Property Protected by Governmental Filings.

Without limiting the generality of the forgoing provision, You (and your officers, directors, owners, employees, and agents) shall, without additional compensation (other than reimbursement of actual out-of-pocket expenses necessarily incurred) fully cooperate with Vixxo in applying for and securing in the name of Vixxo or its designee patent, trademark, copyright, or other registration(s) with respect to the Deliverables in each state or country in which Vixxo or its designee may desire to secure such protection, and under all international conventions regarding the same. Without limiting the generality of the foregoing: (a) You (and your officers, directors, owners, employees, and agents) will promptly execute and deliver all proper documents presented to you by Vixxo for signature to enable Vixxo to secure such registration protection and to transfer legal title or other rights therein or thereunder, together with any registrations that may be issued or granted thereon, to Vixxo; and (b) You (and your officers, directors, owners, employees, and agents) will give such true information and testimony, under oath if requested, as may be requested of them by Vixxo with respect to the same.

T. Recordkeeping and Audits

You must keep complete and accurate books, receipts, invoices, time ledgers, and records pertaining to costs, hours, or other billing information (the "Contract Records") for seven (7) years after the generation of the Contract Records (the "Audit Period"). During the Audit Period and upon reasonable notice to You, Vixxo or any customers for whom You provide or have provided services shall be permitted to examine, make copies of, or perform an audit of the Contract Records, or to select an independent auditor to perform the audit. You shall provide access, during regular business hours, to Your premises and the Contract Records. The party requesting the audit shall bear the expenses of the audit, unless the audit discloses any overcharges by You, in which event You must provide reimbursement for the audit cost, in addition to all other liability resulting from the audit.

U. Provisions relating to interpretation and enforcement.

1. Severability.

To the extent any provision in this document is deemed invalid or unenforceable for any reason, the remaining portions will remain valid and enforceable.

2. Inconsistent provisions.

The Terms and Conditions contained in this document are incorporated by reference into any Work Order issued to you by Vixxo. If there are any inconsistencies between the Terms and Conditions in this document and the Work Order, the Work Order will control.

3. Updates.

We will notify you via email of any updates to these Terms and Conditions. Your continued performance constitutes acceptance of any updated Terms and Conditions.

4. Additional or Different Terms You Propose.

Any terms you propose or attempt to enforce which are additional or different from the Terms and Conditions contained in this document or in any Work Order are only effective if Vixxo expressly agrees, in writing, to be bound by each additional or different term. If there is a conflict between the Terms and Conditions in this document or in any Work Order and the terms you propose, Vixxo's Terms and Conditions control.

5. Waiver.

No failure of Vixxo to exercise any power or right reserved to it in this document (including but not limited to Vixxo's right to apply a deduction for invoices that are not submitted via Vixxo's online Vendor Portal or Mobile Application) or to insist upon compliance by you with any obligation or condition in this document, and no custom or practice of the parties at variance with the terms of this document, will constitute a waiver of Vixxo's rights to demand exact compliance with the terms of this document. Waiver by Vixxo of any particular instance of non-compliance will not affect or impair Vixxo's right with respect to any subsequent act or event of non-compliance of the same or of a different nature, nor will any delay, forbearance, or omission of Vixxo to exercise any power or right arising out of any breach or default by Vixxo of any of the terms, provisions, or covenants of this document, affect or impair Vixxo's rights.

6. Governing law.

This document will be construed and interpreted in accordance with the laws of the State of Arizona.

7. Jurisdiction.

Any dispute relating to this document, your work performed under a Work Order issued by Vixxo, or your work for a Vixxo customer will be adjudicated exclusively in the federal and state courts located in Maricopa County, Arizona. You consent to the exclusive jurisdiction of that court.

8. Waiver of Trial by Jury.

You and Vixxo shall and hereby waive, where permitted by law, trial by jury in any action, proceeding or counterclaim brought by You or Vixxo against the other in any matters whatsoever arising out of, or in any way connected with, the Terms and Conditions.

9. Litigation expenses.

If you or Vixxo commences litigation relating in any manner to services you provide to Vixxo or its customer and Vixxo prevails, you are required to pay Vixxo's cost of the litigation, including but not limited to, reasonable attorney's fees, filing fees, expert fees, and other related costs.



ATTACHMENT A

INSURANCE REQUIREMENTS FOR VENDORS¹

Vendors performing work for Vixxo Corporation and its subsidiaries, including Vixxo Kansas, LLC, ("Vixxo") must procure and maintain insurance against claims, which may arise from or in connection with the performance of the work hereunder by or on behalf of the vendor, its agents, representatives, employees, or subcontractors. Vendor shall purchase and maintain said insurance during performance of its work and for three (3) years following final completion thereof.

1. **Minimum Limits of Insurance.**

- A. **Commercial General Liability Insurance:** Vendor shall maintain Commercial General Liability Insurance on an occurrence form which shall include but not be limited to (i) contractual liability; (ii) a cross-liability/severability of interest provision; (iii) construction operations; (iv) subcontractors and independent contractors; (v) products and completed operations; and (vi) the insurance will not contain exclusion(s) or endorsement(s) that limits insurance protection for work performed under this agreement, such as a residential construction exclusion. Minimum limits of not less than \$1,000,000 per occurrence, \$2,000,000 per project aggregate and \$2,000,000 products/completed operations aggregate will be maintained.
- B. **Automobile Liability:** Vendor shall maintain Automobile Liability insurance covering all owned, non-owned and hired automobiles used in conjunction with the services or other work hereunder and shall have minimum bodily injury and property damage combined single limit of not less than \$1,000,000 per occurrence.
- C. **Workers' Compensation / Employer's Liability:** Vendor shall maintain Workers' Compensation insurance to cover the statutory limits of the laws of the state in which any work is to be performed and Employer's Liability coverage with limits not less than \$500,000 each accident for bodily injury, \$500,000 policy limit for disease and \$500,000 each employee for disease.
- D. **Professional Liability (Errors & Omissions):** Vendor, if providing professional services, including but not limited to: engineering, architecture, security, accounting, legal, etc. or any other consultative, design, or development services, shall maintain a Professional Liability policy with a limit of not less than \$1,000,000 per claim. Vendor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

2. **Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by Vixxo.

3. **Required Additional Insurance Provisions.**

The required policies are to include, or be endorsed to include, the following provisions in favor of Vixxo's client; Vixxo Corporation and its officers, partners, trustees, officials, employees, volunteers, affiliates, and subsidiaries; property owner, landlord, and property manager where work is to be performed; and any other parties as may be reasonably required:

- A. Vendor's Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies will name the parties as **ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS**. Coverage will be provided for all work performed by or on behalf of vendor and for any liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the vendor; and with respect to liability arising out of work or operations performed, **INCLUDING COMPLETED OPERATIONS**, performed by or on behalf of the vendor including materials, parts or equipment furnished in connection with such work or operations. As respects Commercial General Liability, ISO forms CG 20 37 07 04 or CG 20 37 10 01 in combination with CG 2010 07 04 or CG 2010 10 01, must be utilized. All coverage for all additional insureds listed above shall be written on a primary and non-contributory basis.
- B. All policies are to be endorsed with a **WAIVER OF SUBROGATION**, as allowed by state law. The insurance

company, in its endorsement, agrees to waive all rights of subrogation against the parties for losses which arise from the work performed by or on behalf of the vendor for Vixxo.

- C. Each insurance policy required by this clause shall be endorsed by vendor's insurance carrier to state that the carrier will provide thirty (30) days' written notice prior to cancellation of policy. Additionally, coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice. Any notice regarding cancelation of any insurance policy received by the vendor will be promptly provided to Vixxo.

4. Rating- Acceptability of Insurers.

Insurance must be placed with admitted insurer licensed to do business in the state where operations are to be performed with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating. They will have a minimum A.M. Best size of VII.

5. Verification of Coverage.

Vendor must furnish Vixxo with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by Vixxo before work commences. Vixxo reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

6. Subcontractors.

Vendors are not permitted to subcontract work to other subcontractors. In the event that Vixxo makes an exception to this, such exception will only be approved in writing by Vixxo, and the vendor shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors must be subject to all of the requirements stated herein.

SAMPLE CERTIFICATE OF INSURANCE

SAMPLE
ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Producer Name Producer Address	CONTACT NAME PHONE (A/C No. Ext) FAX (A/C, No) E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Subcontractor Name Subcontractor Address	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
NAIC TYPE OF INSURANCE POLICY NUMBER EFF DATE EXP DATE LIMITS	X X Policy Number Eff Date Exp Date	X X Policy Number Eff Date Exp Date
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-ACCIDENT <input type="checkbox"/> LOC	X X Policy Number Eff Date Exp Date	X X Policy Number Eff Date Exp Date
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> RETENTION \$	X X Policy Number Eff Date Exp Date	X X Policy Number Eff Date Exp Date
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL EMPLOYERS MUST INDICATE WHETHER OR NOT EMPLOYEES ARE EMPLOYED IN THE STATE OF GEORGIA (Mandatory in GA) F.W. ORIGIN STATE DESCRIPTION OF OPERATIONS below	X Policy Number Eff Date Exp Date	X Policy Number Eff Date Exp Date
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required) Vixxo Corporation, its subsidiaries, affiliates, related entities and their officers, officials, employees, volunteers (collectively, "Vixxo"), its customers, the owner, operator and, if required, mortgagee of any site where SP performs Services (each an "Insurance Beneficiary" and collectively, "Insurance Beneficiaries") are included as Additional Insured with respect to the General Liability as per Endorsement CG 20 10 Edition 04/13 (or equivalent), Endorsement CG 20 37, Edition 04/13 (or equivalent) and the Automobile Liability policy as per Endorsement CA 20 48, Edition 10/13 (or equivalent) as required by written agreement. The insurance provided by the General Liability policy shall be primary to any other insurance coverage available. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation/Employers Liability policies as required by written agreement. 30 days' Notice of Cancellation applies.		
CERTIFICATE HOLDER Vixxo Corporation 7580 N. Dobson Road, Suite 201 Scottsdale, AZ 85256 COI@vixxo.com	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	

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Georgia Insurance Documentation Rule

When services or operations occur in Georgia, the Service Provider must satisfy all insurance requirements in this Agreement; however, due to Georgia's restrictions on Certificate of Insurance content, Vixxo will not request, and the Service Provider is not required to provide, any certificate language prohibited by Georgia OCI Bulletin 24-EX-4. The Service Provider shall instead provide:

1. A standard, unaltered ACORD certificate; and
2. Copies of all endorsements or policy provisions required to verify compliance. All insurance requirements remain in effect and must be satisfied through the actual insurance policy, not through Certificate of Insurance wording.