

SERVICE AGREEMENT

This Service Agreement (the “Agreement”) is made and entered into as of the 7th day of May 2020, (the “Effective Date”), by and between Graebel Commercial Services, Inc., a Colorado corporation (“Customer”), and **SERVICEMASTER RESIDENTIAL/COMMERCIAL SERVICES**, a Delaware Limited Partnership (“ServiceMaster”). Customer and ServiceMaster Residential/Commercial Services, LP will be known jointly as the “Parties,” and individually as a “Party.”

Recitals

WHEREAS, ServiceMaster is in the business of servicing national accounts for the various members of the ServiceMaster Family of Brands and coordinates services for ServiceMaster Clean and ServiceMaster Restore.

WHEREAS, the Parties desire to enter into this Agreement wherein ServiceMaster will arrange for services to be performed by owned, franchised or non-ServiceMaster-affiliated providers within the ServiceMaster Network (each a “Service Provider”) and provide Customer with one invoice for those services.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledge, the Parties hereto agree as follows:

1. **SERVICES.** ServiceMaster will arrange for Service Providers to provide Services at Customer’s Facilities, including but not limited those listed on Exhibit B SCOPE OF WORK. If other Services are required by Customer, ServiceMaster will use its best efforts to arrange for such Services.

1.1 **FACILITIES.** Those facilities of the Customer that will be served under this Agreement (each, a “Facility”) are identified on the attached List of Facilities (incorporated by reference as Exhibit “A”). Customer may add other Facilities to Exhibit A by providing ServiceMaster with written notice enclosing a revised Exhibit A, at least thirty (30) days before any Services will begin at the additional Facilities.

1.2 **SERVICES; SCOPE AND NATURE.** ServiceMaster will arrange for Service Providers to provide certain services (the “Services”), pursuant for the scopes of work shown on the attached Exhibit B (incorporated by reference) for each Service to be provided, and at the costs (“ServiceMaster Fee”) stated in Exhibit C COST OF SERVICE (incorporated by reference).

2. **TERM; TERMINATION.** The term of this Agreement commences on the Effective Date and continues indefinitely, unless amended by written agreement between the Parties, or earlier terminated pursuant to this Paragraph. Either Party may terminate this Agreement upon thirty (30) days’ prior written notice (as provided below in Section 4.1). Notwithstanding the foregoing, if Customer fails to pay ServiceMaster within ten (10) days after the Due Date (defined below) for any sum due under the Agreement, then ServiceMaster at its option, may immediately suspend performance or terminate this Agreement, upon notice to Customer. ServiceMaster will provide a new price list one (1) year from Effective Date, and reserves the right to increase pricing to the then-current Consumer Price Index (“CPI”). Provided, however, ServiceMaster shall have the right to further adjust prices due to regulatory changes such as minimum wage increases by providing forty-five (45) days written notice.

3. **PAYMENT TERMS.** ServiceMaster will provide Customer with a consolidated monthly invoice by the fifteenth (15th) day of each calendar month for services being performed in that same calendar month. Payment in full is due within thirty (30) days after the date of ServiceMaster’s invoice (the “Due Date”).

4. GENERAL PROVISIONS.

4.1 **NOTICE.** Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). All notices will be sent to the receiving Party at the following address:

<u>NOTICE TO CUSTOMER:</u>	<u>NOTICE TO SERVICEMASTER:</u>
Graebel Companies, Inc.	ServiceMaster Residential/Commercial Services, L.P.
16346 Airport Circle	150 Peabody Place
Aurora, CO 80011	Memphis, TN 38103
Attn: Contract Services	Attn: General Counsel, ServiceMaster Brands

4.2 **AMENDMENTS.** Any modification of this Agreement must be in writing and signed by all Parties.

4.3 **COOPERATION.** To provide Services under this Agreement, ServiceMaster will need the active support of Customer's professional, administrative, operations, and other personnel, and Customer agrees to use its best efforts to cooperate with ServiceMaster in that regard. Customer will also cooperate with ServiceMaster in scheduling Services under this Agreement. ServiceMaster and the Service Providers agree to comply with all policies imposed by Customer or its client as it relates to granting of access, safety, uniforms, badging, acceptable behavior and other related matters when performing Services on a Customer or its client site. The Services and the corresponding ServiceMaster Fee were developed based on information provided by Customer, on which ServiceMaster has reasonably relied; Customer represents that such information is current, complete, and accurate, and that any similar information that Customer may provide to ServiceMaster from time to time will also be current, complete, and accurate.

4.4 **HAZARDOUS SUBSTANCES.** ServiceMaster and the Service Providers have no duty to investigate, report, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to Customer or others for any exposure of persons or property to asbestos, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, pollutants, or contaminants at the Facilities or their surrounding premises; and such duties have not been included in the ServiceMaster Fee.

4.5 **INDEMNITY.** ServiceMaster ("Indemnitor") will indemnify and hold the Customer ("Indemnitee") harmless for any third party liability (including reasonable attorney's fees and court costs) imposed against Indemnitee, its customers, directors, officers, partners, and employees, by reason of the negligent acts or omissions of Indemnitor, its employees or agents; provided that this Section will not apply to the extent the occurrence for which Indemnitee seeks indemnification was proximately caused by Indemnitee's negligence, and that this Section will not operate to waive either Party's rights under any worker's compensation act, disability benefits act, or other employees benefit acts, whether in tort, contract, or otherwise.

4.6 **CLAIMS.** Any claim regarding Service provided under this Agreement must be made within thirty (30) days after receiving notice of the occurrence by providing Notice to ServiceMaster in accordance with Section 4.1.

4.7 **FORCE MAJEURE.** If either Party is unable to perform its duties under this Agreement, in whole or in part, due to any event that is not reasonable under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event, effective immediately upon notice of the event

to the other Party. If either Party's inability to perform exceeds 120 days, then either Party may terminate this Agreement by written notice, effective upon receipt.

4.8 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

4.9 INSURANCE. ServiceMaster shall require and direct that its Franchisees and Authorized Providers to maintain insurance coverage in amounts not less than the following:

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|--------------------------------|---|
| a. General Liability Insurance | \$1,000,000 per incident |
| b. Worker's Compensation | Statutory Limits |
| c. General/Business Liability | \$1,000,000 per incident |
| d. Commercial Automobile | \$1,000,000 combined single limit-bodily injury and property damage |
| e. Umbrella Policy | \$1,000,000 minimum |
| f. EPLI | \$100,000 or \$250,000 dependent upon number of Employees |

4.10 COMPLIANCE WITH LAWS, LICENSES AND REGULATIONS. Each party hereunder shall comply with all applicable laws, codes, regulations, ordinances and rules with respect to the Services provided. Customer acknowledges that each ServiceMaster provider shall procure and maintain, at its sole expense, all necessary permits and licenses related to the Services.

4.11 JURISDICTION. The Parties hereby submit voluntarily to the jurisdiction and venue of the state and federal courts of Memphis, Shelby County, Tennessee in all matters related to this contract or the services contracted for herein.

4.12 ALTERNATIVE DISPUTE RESOLUTION. If the Parties, after good faith negotiations between themselves, cannot settle any dispute arising under this Agreement (other than disputes arising out of personal injury matters or matters requiring emergency relief, such as preliminary injunctions or the like), then the Parties will attempt to resolve the dispute through mediation with the American Arbitration Association, by a mediator on whom the Parties will agree; and if the Parties in good faith cannot resolve the matter through mediation, then the dispute will be resolved through binding arbitration under then current and applicable Commercial Arbitration Rules of the American Arbitration Association, located in any venue identified above in Section 4.10, by an arbitrator on whom the Parties will agree. Judgment upon the award rendered under this Section may be entered in any court of competent jurisdiction. The non-prevailing Party will pay for those reasonable costs and attorneys' fees that are incurred by the prevailing Party, and for all costs associated with any mediation and arbitration proceedings under this Section.

4.13 ATTORNEYS' FEES. In any action brought in law or in equity based on this Agreement, the non-prevailing Party will pay for those reasonable costs and attorneys' fees that are incurred by the prevailing Party.

4.14 SURVIVAL. The sections of this Agreement entitled Payment Terms, Hazardous Substances, Indemnity, Consequential Damages, Jurisdiction, Alternative Dispute Resolution, and Attorney's Fees will survive the term and termination of this Agreement.

4.15 SEVERABILITY. If any court of competent jurisdiction holds that one or more provisions of the Agreement is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect.

4.16 SUCCESSORS AND ASSIGNS. ServiceMaster and the Customer each bind itself and its successors, and assigns, to the other party to this Contract. ServiceMaster may assign, sublet, or transfer its interest in this Agreement without the written consent of the Customer. Notice of such assignment or transfer shall be furnished promptly in writing to the Customer.

4.17 ENTIRE AGREEMENT; COUNTERPARTS. This Agreement and its Exhibits contain the final and complete expression of all agreements between the Parties with respect to the subject matter herein, and supersede all prior and contemporaneous agreements between the Parties, whether oral or written. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may not be modified except by a subsequent writing executed by duly authorized officers of both parties hereto which expressly states that it is a modification of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**SERVICEMASTER
RESIDENTIAL/COMMERCIAL SERVICES,
LIMITED PARTNERSHIP**

By:



Name: Frank Todisco

Title: Senior Director, NA

GRAEBEL COMMERCIAL SERVICES, INC.

By:

DocuSigned by:

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Name: Bobbie Haworth

Title: Senior Vice President

EXHIBIT A
LIST OF CUSTOMER FACILITIES

The “Facilities”, for purposes of this Agreement, consist of the following Customer locations:

To be determined on an order by order basis.

EXHIBIT B
SCOPE OF WORK FOR PANDEMIC DISINFECTION SERVICES

Services will be performed as follows:

In the event of an outbreak, perform the following steps:

1. A Graebel Commercial Services representative will utilize a dedicated phone number and e-mail address to begin and document the process.
2. A ServiceMaster Clean associate will retrieve the needed information and reach out to the local service provider.
3. The assigned ServiceMaster Clean provider, and/or Service Provider, will reach out to the provided contact to discuss next steps for on-site arrival.
4. The ServiceMaster Clean provider will ensure they arrive with the appropriate items to thoroughly perform the process. (including, but not limited to proper PPE, equipment, surfactant, requisite disinfectant/sanitizer, as well the appropriate headcount of technicians).

After arriving on-site, our technicians will follow the following steps:

1: Perform hand hygiene and don appropriate PPE

Required PPE:

- Surgical mask or similar
- If there is a high potential of generating aerosols during cleaning, at minimum, an N-95 respirator is needed
- Eye protection or face shield
- Disposable gown or covering
- Gloves
- Shoe coverings (if noticeable human waste is present i.e. sputum, etc.)

2: Utilize the proper disinfectant

- ServiceMaster Clean will use an EPA-registered, healthcare-grade disinfectants are approved for use against Coronavirus
- Ensure the disinfectant's prescribed dwell time is achieved, clean and disinfect high-touch surfaces and horizontal surfaces, focusing on common gathering areas (e.g., door handles, light switches, rails, elevator buttons, phones, microwaves, coffee stations, sink handles, water fountains, chair arms, shared workstations or learning materials, dining tables). Ensure visible soiling is removed prior to disinfecting surfaces.

3: Perform post-infection cleaning and disinfection/clean up

- Follow the remaining steps of our terminal cleaning process of disinfecting all vertical and horizontal surfaces in the facility.

Our terminal cleaning process will ensure the contaminated facility is disinfected, however is not responsible for cross contamination events due to outside factors. This protocol used shall be in compliance, and shall align with what all applicable regulatory bodies and health care agencies, including the CDC, recommend, and meets healthcare recommendations.

EXHIBIT C
COST OF SERVICE

SERVICEMASTER fees for the services rendered pursuant to the Agreement are as follows and are subject to revision in accordance with Section 2 of the Agreement:

Disinfection Service Pricing:

Pricing is evaluated based on latest CDC guidelines and current SMC protocol which may negate, add or even change our current process in place. Current pricing to ensure compliance to these guidelines and protocols will be agreed upon and added later.

- All projects will receive an NTE amount for approval before work is performed

Routine Janitorial Service Pricing:

The pricing for these services would vary by geographic location, frequency of service, etc. Pricing will be determined after site visits have occurred. For each requested location.

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**SERVICEMASTER
RESIDENTIAL/COMMERCIAL SERVICES,
LIMITED PARTNERSHIP**

By:

Name: _____

Title: _____

GRAEBEL COMMERCIAL SERVICES, INC.

By:

DocuSigned by:
Bobbie Haworth
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Name: Bobbie Haworth

Title: Senior Vice President