

**NETWORK INTEGRATION SERVICES  
ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These Network Integration Services Additional Terms and Conditions of Service (these “Network Integration Terms of Service”) state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customers, agents or contractors of Network Integration Services offered by Granite and/or its affiliates through contracts with its Provider(s) and/or Subcontractors. These Network Integration Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE NETWORK INTEGRATION TERMS OF SERVICE, CUSTOMER MAY NOT USE NETWORK INTEGRATION SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH NETWORK INTEGRATION SERVICES IMMEDIATELY. These Network Integration Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Network Integration Services:

**1. Services.**

1.1 Description of Services. Granite shall provide Network Integration Services, (“NI Services”) for various projects (referred to individually as a “Project” and collectively as “Projects”). NI Services includes structured cabling, inside wiring, network infrastructure, equipment installation and related services, as may more fully be set forth on an individual project basis. The NI Services to be provided by Granite to Customer will be detailed on a form or other order document that the parties will execute to authorize and initiate a specific project (the “Proposal,” “Statement of Work,” and/or “SOW”).

1.2 Changes to Services. Customer may order changes in the SOW within the general scope of the SOW, consisting of additions, deletions, or other revisions to the specifications, including, but not limited to, scheduling changes. All changes to the NI Services, including scheduling or time of performance changes, shall be pursuant to a written change order prepared by Granite and executed by both Customer and Granite (the “Change Order”). The Change Order must set forth in detail (i) any changed or additional NI Services or scheduling changes under the applicable SOW to be performed or to be deleted, (ii) the additional (or reduced) fees resulting from the change in the NI Services, and (iii) any resulting change in the time of performance of the NI Services. No Change Order shall be effective unless signed by an authorized representative of both Customer and Granite.

1.3 Access. Except as otherwise provided in a SOW, Customer shall provide Granite with reasonable access during normal business hours to the site(s) described in a SOW in order to perform the NI Services. Whenever possible, Granite shall provide at least 24 hours’ notice to Customer’s designated representative for the project before visiting a facility so that the necessary preparations can be made for Granite’s arrival. Any site where NI Services shall be performed shall be clear of any furniture, fixtures, debris, or other material that may hinder the performance of the NI Services. Any customer provided equipment or supplies to be installed shall be located near the site of installation or use, or as otherwise requested by Granite or set forth in a SOW. Customer’s failure to adhere to these terms may result in additional fees based on Granite’s standard hourly rates

1.4 WARRANTY. Granite warrants its work and materials against defects for one (1) year from the date of completion. Products provided as part of the Proposal shall carry the manufacturer’s warranty and shall not be covered under any Granite warranty. Except as specifically provided herein, GRANITE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. GRANITE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Granite’s sole liability shall be discharged by replacing or repairing any part or parts which may prove defective under normal and proper use, within the effective period of the warranty, if shown to be defective by proper evidence submitted to Granite. In the event any parts and/or structural appurtenances of a product are altered or modified by Customer without the express written consent of Granite any and all warranties shall immediately cease and terminate. Customer acknowledges and agrees that the limited warranties provided herein shall constitute the entire warranty for the Proposal and any breach thereof. Response for warranty repair

services shall be during normal business hours Monday through Friday on a four (4) to twenty four (24) business hour basis. Prevailing labor rates shall be used for charges not covered under the warranty conditions.

## **2. Rates and Charges.**

2.1 Invoicing and Payment. In consideration for providing the NI Services to the Customer, the Customer agrees to pay Granite the fees set forth in the applicable SOW. For Projects quoted at greater than ten thousand (\$10,000.00) dollars, Granite shall invoice Customer in three equal installments as follows: (i) one-third of the total amount due shall be paid as of the date of the SOW, (ii) one-third of the total amount due shall be invoiced as of the date that the SOW is approximately 50% completed (as reasonably determined by Granite), and (iii) one-third of the total amount due shall be invoiced as of the date that the SOW is substantially completed.

2.2 Travel Expenses. Customer shall be liable for all pre-approved travel and related expenses incurred by Granite in delivering the NI Services listed in the applicable SOW. In addition, the amounts payable for the NI Services do not include any amounts for sales, use or other similar taxes. If any such taxes are determined to be required, they will be added to the amounts payable by Customer under the Agreement. All taxes based upon Granite' income shall be the responsibility of Granite.

## **3. Termination of NI Services.**

3.1 Termination by Granite. Granite may terminate any SOW if Customer: (i) materially breaches the Agreement and fails to cure such breach within thirty (30) days after written notice describing such breach has been delivered to Customer, except in the case of failure to pay fees, which must be cured within ten (10) days after Granite gives Customer notice of such delinquency; or (ii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed or discontinued, as applicable, within sixty (60) days of filing.

3.2 Termination by Customer. Customer may terminate any SOW if Granite: (i) materially breaches a SOW and fails to cure such breach within thirty (30) days after written notice describing such breach has been delivered to Granite; or (ii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed or discontinued, as applicable, within sixty (60) days of filing.

3.3 Effect of Termination. Upon the termination of a SOW, all unpaid charges will become due immediately, and as compensation to Granite for such termination, unless this termination as a result of a material breach by Granite, Customer shall pay Granite the percentage of the total price corresponding to the proportion of the amount of work completed on the date of termination to the total work to be done, that are not recoverable in the normal course of Granite's business.

## **4. Ordering Network Integration Services.**

4.1 Order Processes. Customer may order NI Services by accepting a Proposal or SOW submitted to Customer or another substantially similar document, with the requisite information included or appended therewith; through, other Service Order Documents; or, via other means mutually agreeable to the parties, e.g., emails between authorized representative of the parties, provided such emails explicitly authorize and accept such additional services by an authorized representative of both parties. Said additional services will be subject to the terms and conditions of the Agreement and any additional terms and conditions agreed to between the parties. Where there is not a Proposal, Granite may charge Customer for certain additional NI Services that are furnished or arranged by Granite, on an "a la carte" basis, provided that before Granite arranges or furnishes any Network Integration Services, Granite will obtain the prior written or oral approval of Customer.

## **5. Assumptions and Exclusions (as applicable).**

In addition to any assumptions and exclusions identified in a SOW the following assumptions and exclusions

- Any necessary backboard shall be supplied and installed by others.
- Granite is not responsible for any installation/programming of any electronic equipment.
- Assumes this is a non-union location and has been priced accordingly.
- Significant changes to cable pathways, scope of work, station count or other items that effect the structured cabling installation may require a change to the pricing.
- Idle time incurred by Granite due to absence of Customer supplied materials, required escorts, clearances, permits inability to enter work place or other factors beyond our control, will be billed at \$99.00 per hour per technician plus travel time and related expenses.
- The above pricing is budgetary in nature until Granite is able to perform a site survey.
- Length of cable used to determine proper billing classification will be based upon actual length as determined by the certification test results.
- Only work and materials specified in this proposal will be performed and supplied. Both parties will agree upon any deviations and any adjustments will be made only with written Change Order/Work Authorization.
- All work will be performed during daytime hours, 7:00 AM and 12:00 noon and 12:30 PM and 4:00 PM Monday – Friday except holidays recognized by Granite, the contractor. Overtime and premium time labor is excluded.
- All work areas are assumed to be within an asbestos free environment. Work in any hazardous material environments is excluded.
- All right of ways, easements and permits shall be provided by Customer or Customer’s agent.
- Granite will utilize existing conduits, wire troughs and raceways provided they are in good condition, free of obstruction, contain “drag lines” and are of adequate size. Where conduits are not available, cable will be installed in shafts and/or above ceilings when possible.
- Granite shall have clear access to all areas being affected by the performance of work including but not limited to such issues as moving furniture or office equipment and availability of elevators.
- All A.C. power must be accessible, of adequate sizing and locally available.
- All staging and phasing is excluded. The project, once started is to be continuous.
- All scaffolding or aerial lifts needed to provide services hereunder are excluded from the pricing.
- All materials supplied by Granite and installation thereof, will conform to National Fire Protection Agency (NFPA) and National Electrical Code (NEC), Local Electrical Code, and any other applicable codes, regulations, or laws.
- In the event of materials furnished by others, all such materials shall be delivered to the job-site not less than twenty-four (24) hours prior to installation of the required materials. Granite shall make a requisition with sufficient notice to the provider for such materials. Granite shall bear no responsibility for provider-generated quantities specifications, suitability for intended use, or timely delivery of such materials and consequent delay, if any.
- Any delays caused by Customer due to interference of work schedule, material delivery, change of work or concealed conditions, resulting in an increase in cost to Granite to perform work shall be at the expense of the Customer.
- Labor for replacing ceiling tiles damaged in the normal course of installation will be provided at an additional charge by Granite when such tiles are supplied by Customer.
- Does not include removal of old abandoned cable from the site.
- Price does not include any shipping/destination charges, tax and permits.
- Any work requiring specialty licenses and / or permits may be performed, as required, by Granite’s licensed affiliated entities and / or by Granite’s subcontractors.