

In regards to the potential Compass to Tridium upgrades to our building automation systems at both Jefferson Junior High and Murphy elementary we requested proposals from two BAS companies. The companies are IBS (Interactive Building Solutions) and ITC (Inspiring Technology Corporation). IBS designed, installed, and maintains our BAS systems at Edgewood, Goodrich, Meadowview, Siple, and Willow Creek using the Tridium platform. ITC maintains our BAS system at both Jefferson and Murphy using the Alerton platform. Alerton has various issues due their reliance on proprietary hardware and software. We have had many issues over the years with Alerton, especially during the cold season, which is why we are pursuing switching the two buildings to the Tridium platform.

The proposal that came in from IBS after a full day site visit at both schools was \$34,890. The proposal that came in from ITC after reviewing the systems remotely was \$33,400. It is our recommendation that we would pursue the proposal from IBS even though they came in slightly higher. While we have had a positive working relationship with ITC we think it would be in the district's best interest to keep things uniform across all of our schools. Both companies have their own graphics packages along with programming preferences. This would allow anyone on our maintenance team to easily understand and operate the BAS system at all of our schools. Additionally, we believe it would be beneficial for Grant (Maintenance Head) along with myself to have all of our building systems in one place while we monitor buildings during the cold months.



March 19, 2026

To: Kyle Hansen

Re: Woodridge SD56 - Jefferson and Murphy Jace Upgrade
7200 Janes Avenue
Woodridge, IL 60517
Temperature Controls

Dear Kyle Hansen,

Interactive Building Solutions, LLC is submitting this proposal to accomplish the control work for the referenced project.

Interactive Building Solutions would provide all necessary project management, supervision, engineering, technical support, tools, and equipment to accomplish the following:

Jefferson School

Building Automation System Graphical Upgrade

Provide and install a Johnson Controls - Facility Explorer Tridium graphical user front end for the control, graphics, historical trending, alarming, auditing, and software access.

- Furnish and install (2) Jace9000 web-based network controller in existing control panel.
- Demo (2) existing Alerton Jaces.
- Integrate the existing control points, graphics, schedules, and trends to the new network controllers.
- Verify, commission, and test the operation of the network controllers.
- Provide (1) 7' CAT6 patch cable from Jace controller to customer supplied network data jack located within 5' of control panel and installed by client on client building network.
- This proposal assumes all external connectivity and requisite network services such as email alarming, remote access to the system, and time synchronization, including SMTP, DNS, NTP, and VPN will be provided by the client for use by the building automation system.

Murphy School

Building Automation System Graphical Upgrade

Provide and install a Johnson Controls - Facility Explorer Tridium graphical user front end for the control, graphics, historical trending, alarming, auditing, and software access.

- Furnish and install (1) Jace9000 web-based network controller in existing control

panel.

- Demo (1) existing Alerton Jace.
- Integrate the existing control points, graphics, schedules, and trends to the new network controllers.
- Verify, commission, and test the operation of the network controller.
- Provide (1) 7' CAT6 patch cable from Jace controller to customer supplied network data jack located within 5' of control panel and installed by client on client building network.
- This proposal assumes all external connectivity and requisite network services such as email alarming, remote access to the system, and time synchronization, including SMTP, DNS, NTP, and VPN will be provided by the client for use by the building automation system.

Your cost for the scope of work is: \$34,890.00

Exclusions/Clarifications

- No permits, fees or bonds
- No humidifier valves
- No software or software upgrades
- No test and balance handhelds, software, or test and balance work
- No fire alarm work, programming or testing
- No smoke, fire, control, or fire/smoke dampers
- No providing, mounting, or installation of contactors, starters, variable frequency drives (VFD) or disconnects
- No hand-off-auto switches or transformers for starters
- No patching, painting or general trade work
- No dumpsters
- No gauges, magnehelics, PT plugs or thermometers
- No pipefitting work, including pressure taps, differential pressure mounting or piping, flow meters, or thermo well installation
- No loose ship controls installation (roof top pressure sensors, temperature sensors, remote dampers, control panels/displays, boiler gas train, flue, or other vendor device installation) unless noted in the above scope.
- No liquidated damages
- No boots, curb portals, flashing, or roofing

Thank you for the opportunity to present this quotation. If you have any questions, or if I can be of further assistance, please contact me at your earliest convenience.



Signatures

This proposal is hereby accepted, and Interactive Building Solutions, LLC is authorized to proceed with the work, subject however, to credit approval by Interactive Building Solutions.

This proposal is valid for
30 Calendar Days
1919 Cherry Hill Rd

Signature

Name: _____

PO #: _____

Signature

Name: _____

Title: _____

Marcos Torrescano

TERMS & CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. We do not include and we assume that the GENERAL CONTRACTOR or MECHANICAL CONTRACTOR or OWNER will cooperate and provide all associated architectural/general trade work of any kind such as: cutting and patching of walls, roof, and floors; sleeving of all required openings; concrete work; equipment pads or bases; roofing; building structural support steel; access doors or panels; ceiling removal or replacement; louvers; painting; decorating; framing or headering of openings; lintels; landscaping; adequate access to areas to perform our work; dumpsters; etc. We assume that all required openings would be provided by OTHERS.. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by our company shall be distributed and installed by others under our supervision but at no additional cost to us. Purchaser agrees to provide our company with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Our company agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge our company for any costs or expenses without our written consent.

It is our mutual understanding that the existing equipment and the associated system components that we are to tie into and utilize are in proper operating condition. We did not anticipate any additional costs for service, maintenance, repairs, or replacement parts that may be required for the existing equipment or the associated components. The only service work that is included is outlined above.

Unless specifically noted in the statement of the scope of work or services undertaken by our company under this agreement, our company's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by our company shall not operate to compel us to perform any work relating to hazardous or dangerous materials without our company's express written consent.

2. **INVOICING & PAYMENTS.** Our company may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for mobilization, contract, fees, and insurance costs incurred prior to installation. This 10% shall be included in our company's initial invoice. Purchaser agrees to pay our company the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If our company's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of our company, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, our company shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.

4. **SOFTWARE** – As a component of this agreement, some portions of the work may comprise of software, software programs, intellectual property, databases, and/or software code, hereby referred to as SOFTWARE, for operation. This SOFTWARE, provided to the PURCHASER, is stored on and utilized by the component HARDWARE (controllers, computers, or other direct digital devices), and made available through access to such HARDWARE. This SOFTWARE may or may not be provided separately at substantial completion as defined by the SCOPE OF WORK. Our company will, in good faith, attempt to maintain duplicates or backups of said SOFTWARE for the period of (12) months from the date of substantial completion. In no event will we or our suppliers be liable for any lost revenue, profit, or data, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability arising out of the use of or inability to use the SOFTWARE even if we or our suppliers have been advised of the possibility of such damages. In no event will we or our suppliers be liable for the recreation, restoration, or repair of said SOFTWARE due to any corruption, failure, loss of data, or otherwise.
5. **LIABILITY.** Our company shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by our company or, alternatively, shall provide our company with acceptable tax exemption certificates. Our company shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Our company shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond our control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of us.
8. **COMPLIANCE WITH LAWS.** Our company shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of our company's standard limits will be furnished when requested and required. No credit will be given or premium paid by our company for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon our company unless accepted by our company in writing.

Friday, March 13, 2026
Proposal is valid for 45 days
Proposal No.: 260313-1145

PROJECT INFORMATION:

Compass to Tridium Upgrade
William F Murphy Elementary
7700 Larchwood Ln, Woodridge, IL 60517

PROPOSAL PREPARED FOR:

Kyle Hanson
Director of Buildings & Grounds

ITC REPRESENTATIVE: Kyle Garrett, kyle.garrett@inspiringtc.com, 708-420-5641

OVERVIEW

Furnish and install a new Jace9000 with a 100-device license and 1-year SMA. Furnish new graphics, trending, alarming of existing controllers to be integrated into the BAS Server.

SCOPE OF WORK

1. Furnish and install new Jace9000 controller in existing BAS control panel.
2. Furnish new graphics, trending, and alarming for all existing controls – (Qty-6) Rooftop Units, (Qty-25) Unit Ventilators, (Qty-1) Boiler System, and (Qty-6) Exhaust fans to be integrated into the Tridium Supervisor.
3. Furnish project management for installation planning, executing, coordination, and closeout.
4. Provide a 1-year warranty.
5. All new low voltage wiring installed in conduit as needed.
6. All work to be done during straight-time working hours from 7:00 am to 3:30 pm.

TOTAL INVESTMENT FOR ABOVE SCOPE \$15,000.00

COMPANY NAME

REPRESENTATIVE, TITLE (PRINT)

SIGNATURE, DATE

ITC – Inspiring Technologies Corporation

COMPANY NAME

REPRESENTATIVE, TITLE (PRINT)

SIGNATURE, DATE

Inspiring Technologies Corp
Terms and Conditions - Version W1

Throughout this Installation Proposal, the term, "Inspiring" refers to the Inspiring Technologies Corp.

1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Inspiring and Customer (the "Agreement") and it may only be amended by a written document signed by both Inspiring and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Inspiring agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Owner is responsible to secure and pay for permits and governmental fees, licenses and inspections; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Inspiring:

- a. To promptly approve submittals provided by Inspiring;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Inspiring; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Inspiring is first notified of the emergency or failure and until such time that Inspiring notifies the Customer that the systems are operational or that the emergency has cleared.

2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Inspiring's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Inspiring will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Inspiring as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Inspiring in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Inspiring, Inspiring shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1.5% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Inspiring costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

4. WARRANTY

Inspiring provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Inspiring shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Inspiring is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Inspiring in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Inspiring hereby assigns to Customer without recourse to Inspiring. Upon request of Customer, Inspiring will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Inspiring, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. *NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.*

5. CHANGES

Without invalidating this Agreement, Customer or Inspiring may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Inspiring. If Customer orders any additional work or causes any material interference with Inspiring's performance of the Work, Inspiring shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

6. INSURANCE

Inspiring shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Commercial General Liability \$2,000,000 per occurrence; \$4,000,000 general aggregate; Automobile Liability \$2,000,000 per occurrence; Workers Compensation \$1,000,000

All insurance policies carried by Inspiring hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Inspiring, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Inspiring, pursuant to the terms of this Agreement. Inspiring shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

7. INDEMNIFICATION

Inspiring shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Inspiring or Inspiring's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Inspiring, or c) Inspiring's breach of this Agreement.

IN NO EVENT SHALL EITHER INSPIRING OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL INSPIRING BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO INSPIRING.

8. FORCE MAJEURE

Neither Customer nor Inspiring shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Inspiring due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Inspiring agrees to comply with all laws and regulations relating to or governing the Work. Inspiring agrees to comply with all reporting requirements imposed by law or this Agreement. Inspiring shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Inspiring prior to beginning work.

In the event that Inspiring discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Inspiring is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Inspiring. Inspiring in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Inspiring shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Inspiring from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

10. DISPUTES

In the event of any dispute between Inspiring and Customer, Inspiring and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown on the proposal. All notices shall be effective upon receipt by the party to whom the notice was sent.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



INSPIRING TECHNOLOGIES CORPORATION

A Building Technologies Company

150 Harvester Dr., Suite 170, Burr Ridge, IL 60527
Main: 708-480-6225 | www.inspiringtc.com

Friday, March 13, 2026
Proposal is valid for 45 days
Proposal No.: 260313-1144

PROJECT INFORMATION:

Compass to Tridium Upgrade
Thomas Jefferson Jr High School
7200 Janes Ave, Woodridge, IL 60517

PROPOSAL PREPARED FOR:

Kyle Hanson
Director of Buildings & Grounds

ITC REPRESENTATIVE: Kyle Garrett, kyle.garrett@inspiringtc.com, 708-420-5641

OVERVIEW

Furnish and install a new Jace9000 with a 100-device license and 1-year SMA. Furnish new graphics, trending, alarming of existing controllers to be integrated into the BAS Server.

SCOPE OF WORK

1. Furnish and install new Jace9000 controller in existing BAS control panel.
2. Furnish new graphics, trending, and alarming for all existing controls – (Qty-12) Rooftop Units, (Qty-64) VAV Boxes, (Qty-1) Boiler System, (Qty-1) Chilled water/Dual Temp/HX System, and (Qty-10) Exhaust fans to be integrated into the Tridium Supervisor.
3. Furnish project management for installation planning, executing, coordination, and closeout.
4. Provide a 1-year warranty.
5. All new low voltage wiring installed in conduit as needed.
6. All work to be done during straight-time working hours from 7:00 am to 3:30 pm.

TOTAL INVESTMENT FOR ABOVE SCOPE\$18,400.00

COMPANY NAME

REPRESENTATIVE, TITLE (PRINT)

SIGNATURE, DATE

ITC – Inspiring Technologies Corporation

COMPANY NAME

REPRESENTATIVE, TITLE (PRINT)

SIGNATURE, DATE

BUILDING AUTOMATION • IT INFRASTRUCTURE • ACCESS CONTROL & SECURITY SYSTEMS

Systems Integration | Commissioning | Diagnosis and Optimization | Design Build and Consulting | Installation and Service

Inspiring Technologies Corp
Terms and Conditions - Version W1

Throughout this Installation Proposal, the term, "Inspiring" refers to the Inspiring Technologies Corp.

1. THE WORK

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Inspiring agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Owner is responsible to secure and pay for permits and governmental fees, licenses and inspections; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Inspiring:

- a. To promptly approve submittals provided by Inspiring;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Inspiring; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Inspiring is first notified of the emergency or failure and until such time that Inspiring notifies the Customer that the systems are operational or that the emergency has cleared.

2. PRICING

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3. INVOICE REMITTANCE AND PAYMENT

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4. WARRANTY

Inspiring provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Inspiring shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Inspiring is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Inspiring in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Inspiring hereby assigns to Customer without recourse to Inspiring. Upon request of Customer, Inspiring will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Inspiring, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. *NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.*

5. CHANGES

Without invalidating this Agreement, Customer or Inspiring may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Inspiring. If Customer orders any additional work or causes any material interference with Inspiring's performance of the Work, Inspiring shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

6. INSURANCE

Inspiring shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Commercial General Liability \$2,000,000 per occurrence ; \$4,000,000 general aggregate; Automobile Liability \$2,000,000 per occurrence; Workers Compensation \$1,000,000

All insurance policies carried by Inspiring hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Inspiring, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Inspiring, pursuant to the terms of this Agreement. Inspiring shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

7. INDEMNIFICATION

Inspiring shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Inspiring or Inspiring's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Inspiring, or c) Inspiring's breach of this Agreement.

IN NO EVENT SHALL EITHER INSPIRING OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL INSPIRING BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO INSPIRING.

8. FORCE MAJEURE

Neither Customer nor Inspiring shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Inspiring due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Inspiring agrees to comply with all laws and regulations relating to or governing the Work. Inspiring agrees to comply with all reporting requirements imposed by law or this Agreement. Inspiring shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Inspiring prior to beginning work.

In the event that Inspiring discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Inspiring is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Inspiring. Inspiring in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Inspiring shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Inspiring from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

10. DISPUTES

In the event of any dispute between Inspiring and Customer, Inspiring and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown on the proposal. All notices shall be effective upon receipt by the party to whom the notice was sent.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.