

COMMERCIAL TERMS & CONDITIONS

Effective / Last Updated: Sept 3, 2026

These Commercial Terms & Conditions (“Terms”) apply to commercial pest-management services provided by Enviro Management Group, LLC (“Enviro”) to the customer purchasing or authorizing those services (“Customer”).

The Commercial Service Agreement, these Terms, the Service Profile selected in the Commercial Service Agreement, and any applicable written amendment, service-specific addendum or state-required document collectively constitute the “Agreement.”

1. AGREEMENT AND ORDER OF PRECEDENCE

1.1. Enviro will provide the services selected in Customer's Commercial Service Agreement (“Services”) at the identified service location or locations (“Property”).

1.2. Customer's specific Services are determined by the selections, pricing, exceptions and other information contained in the Commercial Service Agreement and any subsequent written Service Change Authorization or amendment (“Service Profile”).

1.3. Proposal pages, brochures, illustrations, service descriptions, website materials and other sales or marketing materials may describe the range of services and benefits available from Enviro but do not independently expand Customer's Service Profile. Only services identified as included in the Commercial Service Agreement or a subsequent written amendment are included in the Annual Program Fee.

1.4. If provisions within the Agreement conflict, the following order of precedence will apply: (a) mandatory provisions of applicable law and any state-required document to the extent required by law; (b) specifically negotiated terms appearing in the Commercial Service Agreement or a signed amendment; (c) applicable service-specific addenda; (d) these Terms; and (e) descriptive proposal or marketing materials. Section 27 applies to state- and service-specific requirements.

1.5. Non-Recurring Commercial Services. These Commercial Terms & Conditions also apply to any one-time, corrective, inspection, emergency, specialty or other non-recurring service provided by Enviro to a commercial Customer pursuant to a proposal, estimate, work order, service ticket, electronic authorization or other written service authorization that references or incorporates these Terms. For such Services, the applicable service authorization and these Terms together constitute the Agreement. Provisions that by their nature apply only to recurring service programs—including provisions concerning the Annual Program Fee, routine recurring service frequency, Initial and Renewal Terms, automatic renewal and periodic installment billing—do not apply unless expressly stated in the applicable service authorization. All other provisions of these Terms that are reasonably applicable to the Service remain in effect, including Customer responsibilities, access and preparation requirements, payment and collection terms, service guarantees and retreatment limitations, exclusions, equipment provisions, limitation of liability, indemnification, dispute resolution, notices, electronic communications, state- or service-specific requirements and general provisions. A non-recurring Service does not create continuing

coverage or any future inspection, treatment or retreatment obligation except to the extent expressly provided in the applicable service authorization or service-specific terms.

2. NATURE OF THE PEST-MANAGEMENT PROGRAM

2.1. Pest management is an ongoing process involving inspection, monitoring, prevention, treatment, follow-up, reporting and Customer cooperation. Unless expressly stated otherwise in a service-specific written guarantee, Enviro does not warrant that pests will never enter or re-enter the Property or that any particular treatment will permanently eradicate a pest population.

2.2. Enviro will use commercially reasonable pest-management practices and professional judgment in selecting treatment methods, materials, devices, placement and service procedures. Products will be applied in accordance with applicable laws and product-label requirements.

2.3. The routine service frequency stated in the Service Profile describes the intended service cadence and does not guarantee service on a particular calendar date unless specifically agreed in writing. Actual service dates may reasonably vary due to routing, holidays, weather, access, treatment requirements, regulatory requirements or other operational considerations.

2.4. Enviro may alter treatment methods, products, equipment or procedures when Enviro reasonably determines that doing so is appropriate for effective pest management, safety, regulatory compliance, product availability or pest conditions, provided the overall contracted Service Profile is not materially reduced.

3. STARTUP PROCESS

3.1. The Startup Process selected in the Commercial Service Agreement identifies the manner in which the account is intended to enter recurring service.

3.2. Cleanout means an initial corrective service intended to address existing pest activity or conditions before or in conjunction with the recurring program. The extent of a cleanout will depend upon conditions encountered at the Property.

3.3. Inspection Only means inspection, evaluation and reporting without treatment except where treatment is separately authorized.

3.4. Standard Service means commencement of the recurring Service Profile without a separately designated cleanout.

3.5. If conditions encountered during startup materially differ from those represented by Customer or reasonably anticipated by Enviro, Enviro may recommend additional corrective work or a modification of the Service Profile or Annual Program Fee before proceeding.

4. COVERED AND ADDITIONAL SERVICES

4.1. A service category marked Included in the Commercial Service Agreement is included in the Annual Program Fee subject to the scope, limitations and Customer obligations contained in the Agreement.

4.2. A service category marked Additional Charges is available from Enviro but is not included in the Annual Program Fee. Such work will be separately charged when requested or authorized by Customer.

4.3. A service category not selected in either column is not part of the contracted Service Profile.

4.4. General nuisance pests include cockroaches (all species), mice, rats, soil & pavement ants, centipedes, millipedes, silverfish, spiders, nested bees & wasps, stored product pests (all species), lady bugs, and earwigs.

4.5 Unless expressly included in writing, specialty work involving birds, bats, wildlife and similar specialty services is excluded from the Annual Program Fee.

4.6. Bed bugs, cockroaches, wood-destroying pests and other service categories separately identified in the Commercial Service Agreement are governed by the selection made for that category and are not deemed included merely because they could otherwise be described as pests.

4.7. Construction, structural repairs, exclusion work, sanitation, waste removal, remediation, cleaning, restoration, mold or fungal services and repair of pest-caused property damage are not included unless expressly stated in writing.

5. ADDITIONAL SERVICES AND CHANGES IN SCOPE

5.1. Customer may request services outside the included Service Profile. Enviro may provide such services at its then-current rate or at a separately agreed price.

5.2. Additional work may be authorized through a signed proposal, work order, email approval, electronic authorization, Service Change Authorization or another written method reasonably showing Customer's approval.

5.3. Unless Customer has notified Enviro otherwise in writing, Enviro may reasonably rely upon service requests or approvals from Customer's property managers, maintenance personnel or other representatives who customarily request or coordinate pest-management work for the Property.

5.4. If the Property's size, number of units, use, occupancy, infestation level, operating conditions, regulatory requirements, access requirements or other material circumstances change in a manner that substantially changes Enviro's cost or scope of performance, the parties may modify the Service Profile and Annual Program Fee by written amendment.

5.5. A Service Change Authorization or amendment does not restart the Agreement term unless it expressly states otherwise. All portions of the Agreement not modified remain in effect.

6. CUSTOMER RESPONSIBILITIES

6.1. Effective pest management requires Customer cooperation. Customer will provide Enviro with reasonable cooperation necessary to perform the Services and will cause its employees, agents, tenants and occupants to cooperate where Customer has responsibility or authority to do so.

6.2. Customer is responsible for providing timely and lawful access to areas reasonably necessary for performance of the Services, including individual dwelling units where those units are part of the Service Profile.

6.3. Customer is responsible for coordinating tenant or occupant notices, permissions and access required for service unless Enviro expressly agrees otherwise in writing.

6.4. Customer is responsible for ensuring that required preparation instructions are communicated and reasonably completed before treatment. Preparation requirements may vary based on the target pest, treatment method and conditions encountered.

6.5. Customer must maintain conditions that allow Enviro personnel to work safely and must disclose known conditions that could materially affect safe service, including restricted areas, hazardous materials, unsafe occupants or animals, construction hazards and other unusual site conditions.

6.6. Customer is responsible for reasonably addressing sanitation, housekeeping, waste-handling, moisture, plumbing, structural, exclusion, storage or other conducive conditions identified by Enviro as interfering with pest prevention or treatment.

6.7. Customer will not knowingly interfere with, remove, relocate, disable or damage Enviro equipment or treatment materials and will use reasonable efforts to prevent tenants, occupants and third parties from doing so.

6.8. Customer should notify Enviro before service of known circumstances requiring unusual treatment precautions or access restrictions.

6.9. Elevated and Specialized Access. Customer is responsible for providing safe and lawful access to areas requiring service that cannot be reached using Enviro's ordinary service equipment. Unless expressly included in the Service Profile, Enviro is not required to furnish lifts, scaffolding, bucket trucks, roof-access systems, or other specialized access equipment. For pest activity located more than thirty (30) feet above grade, or otherwise beyond the safe reach of Enviro's ordinary ladder or power-spray equipment, Customer must, as reasonably applicable, provide suitable lifting equipment, safe access through windows or interior areas, roof access, or another safe and lawful means of reaching the affected area.

7. ACCESS, PREPARATION AND INABILITY TO PERFORM SERVICE

7.1. Enviro may decline, discontinue or defer treatment of an area that Enviro reasonably determines is inaccessible, unsafe, inadequately prepared, legally unavailable for treatment or otherwise unsuitable for the intended service.

7.2. An area that cannot be serviced because of lack of access, occupant refusal, inadequate preparation, unsafe conditions or another Customer- or occupant-related condition may be documented as skipped or unable to service. Areas that cannot be safely accessed under Section 6.9 will be considered outside the scope of the contracted Service unless Enviro separately agrees in writing to provide the required access equipment or specialty service.

7.3. Such an occurrence does not constitute a failure by Enviro to perform the Agreement and does not reduce the Annual Program Fee.

7.4. Where appropriate, Enviro may recommend that a skipped area be rescheduled. Additional visits, special scheduling, repeated preparation failures or extraordinary access requirements may result in additional charges when they create work beyond the included Service Profile.

7.5. If Customer repeatedly fails to provide reasonable access, preparation, safety or cooperation necessary for Enviro to maintain the prescribed pest-management program, Enviro may provide written notice requiring corrective action.

7.6. If the condition continues after reasonable notice, or if circumstances present an immediate safety or legal concern, Enviro may suspend affected Services or terminate the Agreement as provided below.

8. SERVICE REPORTING AND CUSTOMER NOTICE

8.1. Enviro may provide Customer with service records, inspection findings, activity reports, device information, recommendations, photographs, unit-level information or other documentation relating to the Services ("Service Reports").

8.2. Service Reports may identify, among other things, areas serviced; units or areas skipped; reasons service could not be completed; pest observations; treatment performed; preparation deficiencies; sanitation, moisture or structural conditions; activity trends; and recommendations for corrective action.

8.3. Service Reports are intended both to document Enviro's performance and to assist Customer in managing conditions that influence pest activity and treatment effectiveness.

8.4. Customer is responsible for reviewing Service Reports and reasonably addressing items identified as requiring Customer or management action.

8.5. Delivery of a Service Report to Customer's designated contact, management representative, billing contact, electronic portal or other agreed delivery method constitutes notice to Customer of conditions and recommendations documented in the report for purposes of administration of the Agreement.

8.6. Customer should promptly notify Enviro if Customer believes material information in a Service Report is inaccurate.

8.7. Service Reports are pest-management records and recommendations. They are not engineering, structural, environmental, medical, code-compliance or other professional certifications and should not be relied upon as such.

8.8. Customer may use or share Service Reports in the ordinary course of managing the Property, but provision of a report does not create any professional duty or warranty by Enviro to a tenant, purchaser, lender, insurer, governmental entity or other third party.

9. ANNUAL PROGRAM FEE

9.1. Customer agrees to pay the Annual Program Fee stated in the Commercial Service Agreement.

9.2. The Annual Program Fee is compensation for Enviro's maintenance of the contracted pest-management program throughout the contract term. It is not a charge for a specified number of individual visits, units treated or treatments performed.

9.3. Monthly or other periodic invoicing is provided solely as a payment convenience and does not convert the Agreement into a month-to-month or per-service contract.

9.4. The Annual Program Fee remains payable when a scheduled service or portion of a service cannot be completed because Customer, management, a tenant or occupant declines service; fails to provide access; fails to complete required preparation; creates unsafe conditions; or otherwise makes service impractical or unavailable.

9.5. Seasonal variations in pest activity, differences in the number of units requiring treatment, variations in the number of service calls, or the absence of a need to perform a particular treatment during a billing period do not change the Annual Program Fee.

10. INVOICING, PAYMENT AND TAXES

10.1. Enviro will invoice Customer according to the invoice timing and payment terms identified in the Commercial Service Agreement.

10.2. Where the Agreement shows a monthly installment, that amount represents the applicable periodic installment of the Annual Program Fee and any identified taxes or charges.

10.3. Applicable sales, use or similar taxes imposed on the Services are Customer's responsibility unless Customer provides valid documentation establishing an exemption.

10.4. Customer remains responsible for payment even if invoices are directed to a separate Bill-To entity, property manager, accounts-payable service or other third party, unless Enviro expressly agrees in writing to release Customer from that obligation.

10.5. Customer must promptly advise Enviro of changes to billing addresses, email addresses, purchase-order requirements or other accounts-payable information. Administrative delays caused by Customer's internal processing requirements do not extend the contractual due date unless Enviro agrees otherwise.

10.6. Customer must notify Enviro in writing of a good-faith invoice dispute within thirty (30) days after the invoice date and identify the specific amount and basis of the dispute. Undisputed amounts remain payable when due.

10.7. Past-due balances may accrue a finance charge of 1.5% per month or the maximum lawful amount, whichever is less, together with reasonable costs of collection, including reasonable attorneys' fees, to the extent permitted by applicable law.

11. SUSPENSION FOR NONPAYMENT

11.1. If an undisputed amount remains materially past due, Enviro may suspend Services after reasonable notice to Customer.

11.2. Suspension for nonpayment does not waive amounts already due or relieve Customer of its obligations during the suspension period where permitted by law.

11.3. Enviro may require past-due amounts to be paid before resuming service and may require reasonable restart or corrective-service charges where pest conditions materially worsened during a payment-related suspension.

12. TERM, RENEWAL AND PRICE ADJUSTMENT

12.1. Agreement and Service Term. The Agreement becomes effective on the Agreement Date identified in the Commercial Service Agreement. Unless otherwise stated, the Initial Term begins on the Service Start Date and continues for twelve (12) months.

12.2. Automatic Renewal. Following the Initial Term, the Agreement will automatically renew for successive twelve-month periods (each, a “Renewal Term”) unless either party provides written notice of non-renewal at least sixty (60) days before the expiration of the then-current term.

12.3. Terms Applicable to Renewal. Each Renewal Term will be governed by:

- (a) the Service Profile then in effect;
- (b) the Annual Program Fee and other pricing applicable to that Renewal Term;
- (c) the Commercial Terms & Conditions applicable to that Renewal Term as determined under Section 12.4; and
- (d) any other service-specific terms, policies or addenda then applicable to the Services under the Agreement.

12.4. Version Applicable to Renewal. Each Renewal Term will automatically be governed by the most recent effective version of Enviro's Commercial Terms & Conditions publicly in effect on the first day of that Renewal Term.

The applicable version will be identified by its effective or “Last Updated” date and made publicly available at www.enviromg.com/terms-and-conditions.

Customer acknowledges and agrees as part of the original Agreement that the Commercial Terms & Conditions governing a Renewal Term may differ from those governing the Initial Term or a prior Renewal Term, and that no additional signature, amendment, acknowledgment or replacement Service Agreement is required for the then-current Terms to become applicable upon renewal, except where applicable law specifically requires otherwise.

12.5. Notice of Material Changes. If the version of the Commercial Terms & Conditions that Enviro reasonably expects to be in effect for an upcoming Renewal Term contains changes that materially affect Customer's contractual rights or obligations, Enviro will provide reasonable notice of those changes, or of the availability of the updated Terms, before the applicable non-renewal deadline and will provide any additional notice required by applicable law. A material change first published after Customer's applicable non-renewal deadline will not become binding for the immediately upcoming Renewal Term unless Enviro provided Customer a reasonable opportunity to decline that Renewal Term after receiving notice of the material change, or Customer otherwise agrees to the change.

Changes that are administrative, clarifying, operational, technological, or otherwise not reasonably expected to materially affect Customer's contractual rights or obligations do not require individual notice unless required by applicable law.

12.6. Customer Responsibility to Review. Customer is responsible for reviewing the Commercial Terms & Conditions applicable to each Renewal Term as determined under Section 12.4 before permitting the Agreement to renew.

If Customer does not wish to continue the Agreement under the terms that will apply to the upcoming Renewal Term, Customer must exercise its right of non-renewal within the time required by this Section.

Customer's failure to review the then-current Terms does not extend the non-renewal period, prevent automatic renewal, or prevent the Terms determined under Section 12.4 from governing the Renewal Term, to the fullest extent permitted by law.

12.7. Effect of Renewal. If neither party timely provides notice of non-renewal, the Agreement will automatically renew for the next Renewal Term. Upon commencement of that Renewal Term, the Commercial Terms & Conditions determined under Section 12.4 will automatically supersede the version applicable to the preceding term and will govern prospectively throughout the new Renewal Term.

No separate signature or affirmative acknowledgment is required except where applicable law provides otherwise.

12.8. Annual Price Adjustment. Beginning with the first Renewal Term, the Annual Program Fee will automatically increase by two percent (2%) on each anniversary of the Service Start Date unless otherwise stated in writing.

12.9. Other Pricing Changes. The automatic 2% annual adjustment does not prevent the parties from agreeing to another pricing change associated with a modification of the Property, Service Profile or scope of work.

12.10. Required Legal Notices. Enviro will comply with any additional renewal, disclosure, notice or consent requirement imposed by applicable law.

13. CURRENT TERMS, UPDATES AND VERSION CONTROL

13.1. Enviro periodically updates its terms, conditions, policies and notices to reflect changes in its services, operations, technology, business practices and legal requirements.

13.2. Enviro will maintain its then-current publicly applicable terms and policies on its website and identify each version by its Effective or Last Updated date.

13.3. Publication of revised Commercial Terms does not alter the contract term already in progress except where expressly permitted by the Agreement or applicable law.

13.4. Revised Commercial Terms apply to Renewal Terms as provided in Section 12.

13.5. Customer is responsible for remaining reasonably familiar with the then-current terms and policies applicable to its interactions with Enviro.

13.6. Enviro will retain prior versions reasonably necessary to establish the terms applicable to earlier contract periods and will make the applicable version reasonably available upon request.

14. TERMINATION

14.1. Except as expressly provided in the Agreement, neither party may terminate the Agreement for convenience during the then-current Initial or Renewal Term. Either party may prevent renewal by giving the notice required under Section 12.

14.2. Either party may terminate the Agreement for a material breach by the other party if the breach is not cured within thirty (30) days after written notice describing the breach, unless the breach cannot reasonably be cured or requires immediate action.

14.3. Enviro may suspend or terminate Services immediately when Enviro reasonably determines that continued service would violate law, pesticide-label requirements, or present a material threat to the safety of Enviro personnel or others.

14.4. Enviro may terminate the Agreement if Customer repeatedly prevents Enviro from carrying out the prescribed Service Profile through lack of access, repeated preparation failures, unsafe conditions, material interference with treatment, or comparable non-cooperation and Customer does not reasonably correct the problem after notice.

14.5. If Enviro terminates under Section 14.4, Customer will be responsible for the Annual Program Fee prorated through the effective date of termination, together with additional services and other amounts accrued through that date.

14.6. If Customer properly terminates because of an uncured material breach by Enviro, Customer's Annual Program Fee will likewise be prorated through the effective termination date.

14.7. Termination does not extinguish payment, indemnification, limitation-of-liability, equipment-recovery, dispute or other obligations that by their nature survive termination.

15. SERVICE GUARANTEES AND RETREATMENT COMMITMENTS

15.1. Certain Services may include a service guarantee or retreatment commitment as expressly described in the applicable Service Profile, service-specific terms, or written addendum incorporated into the Agreement. No guarantee applies unless expressly provided in one of those documents.

15.2. Unless otherwise expressly stated, an Enviro service guarantee means that, during the applicable guarantee period and subject to Customer's compliance with the Agreement, Enviro will reinspect and, when reasonably appropriate, provide additional treatment for continuing activity of a covered pest at no additional charge.

15.3. A service guarantee is a commitment to provide additional pest-management services when reasonably appropriate. It is not a guarantee that pests will never enter, re-enter, survive at, or be introduced to the Property, and it is not a warranty of permanent eradication or a promise to compensate Customer for pest-related damage or loss.

15.4. Retreatment obligations are conditioned upon Customer providing reasonable access and preparation and reasonably correcting sanitation, structural, moisture, housekeeping, occupant-behavior, infestation-source, or other conditions identified by Enviro as materially interfering with effective treatment.

15.5. Enviro may suspend or discontinue a retreatment commitment with respect to an affected area when conditions outside Enviro's reasonable control materially prevent effective treatment, including repeated lack of access or preparation, continuing introduction or reintroduction of pests, failure to correct material conducive conditions, interference with treatment, treatment by others that materially conflicts with Enviro's program, or circumstances in which continued treatment would be unsafe, unlawful, inconsistent with product labeling, or professionally inappropriate.

15.6. Enviro will advise Customer when it determines that conditions are materially interfering with the effectiveness of treatment and, when reasonably practicable, identify corrective measures necessary to restore the applicable service guarantee.

15.7. EXCEPT FOR THE EXPRESS SERVICE GUARANTEES SPECIFICALLY PROVIDED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, **ENVIRO DISCLAIMS WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT SERVICES WILL COMPLETELY OR PERMANENTLY ERADICATE PEST ACTIVITY.**

15.8. Unless a service-specific guarantee expressly provides another remedy, Enviro's obligation to reinspect and provide reasonably appropriate retreatment is Customer's exclusive remedy for a claim concerning the effectiveness of pest-control Services.

15.9 Employee Residence Bed Bug Benefit. For commercial properties with active Bed Bug Coverage included in the Service Profile, Enviro will provide one complimentary residential bed bug treatment episode to the primary residence of an employee of the covered Property when Enviro reasonably determines that circumstances are consistent with the employee having transported bed bugs from that Property to the employee's residence.

This benefit is limited to one treatment episode per employee per covered Property, regardless of the number or duration of contract or renewal terms. A treatment episode consists of Enviro's then-standard residential corrective treatment and any follow-up expressly included with that treatment.

Eligibility is subject to reasonable verification of the employee's current employment at the covered Property, relevant bed bug activity at the Property, and the circumstances and timing of the reported transfer. The residence must be located within Enviro's ordinary service area and must satisfy applicable access, authorization, preparation and safety requirements.

This benefit does not cover pre-existing residential infestations, subsequent or unrelated introductions or reinfestations, neighboring or adjoining residences, personal property replacement, relocation, lodging or other consequential costs. It has no cash value, may not be transferred, and does not create a continuing residential service agreement or recurring guarantee.

15.10 Scheduling and Response Times. Enviro will make reasonable efforts to schedule Services, including callback and retreatment requests, within a commercially reasonable timeframe based on the nature of the pest condition, technician and route availability, location, weather, treatment requirements and other operational considerations. Unless Enviro expressly agrees in writing to a specific response or completion time, no appointment, callback, retreatment or service request is guaranteed to occur within a particular number of hours or days. Eligibility for included callback or retreatment service does not create an entitlement to same-day, next-day, emergency or priority service. Customer-specific scheduling requirements, deadlines or response-time commitments apply only when expressly stated in the Service Profile or another written agreement.

16. EXCLUDED CONDITIONS AND PEST-CAUSED DAMAGE

16.1. Enviro provides pest-management services and does not insure the Property against pest activity or resulting loss.

16.2. Unless Enviro separately agrees in writing to repair or remediate a condition, Enviro is not responsible for damage caused by insects, rodents, wildlife or other pests, including damage occurring before, during or after treatment.

16.3. Enviro is not responsible for correcting structural defects, water intrusion, mold, fungi, contamination, sanitation conditions or other conditions outside the contracted Service Profile.

16.4. Nothing in a Service Report should be construed as a representation that Enviro has inspected for or ruled out conditions beyond the scope of the Services.

17. EQUIPMENT AND DEVICES

17.1. Bait stations, traps, monitors, insect-light devices, sensors and other equipment furnished by Enviro remain Enviro's property unless the Commercial Service Agreement or another writing expressly states that the equipment has been sold to Customer.

17.2. Customer will use reasonable care to protect Enviro-owned equipment and will not knowingly move, modify, disable or dispose of it.

17.3. Customer is responsible for Enviro-owned equipment that is lost, removed, destroyed, or damaged beyond ordinary wear and tear as a result of Customer's or an occupant's acts, omissions, misuse, or failure to exercise reasonable care. Customer agrees to pay Enviro's reasonable replacement or repair cost for such equipment.

17.4. Upon expiration or termination of the Agreement, Customer will provide Enviro reasonable access to retrieve Enviro-owned equipment. Customer will provide such access, or return equipment capable of being returned by Customer, within thirty (30) days after Enviro's written request. Equipment not returned or made reasonably available for retrieval within that period may be deemed lost, and Customer agrees to pay Enviro's reasonable replacement cost.

17.5 Payment for Equipment Charges. Customer agrees to pay charges properly due under this Section. If Customer has provided and authorized a credit card or other payment method for charges arising under

the Agreement, Customer further authorizes Enviro to charge that authorized payment method for reasonable repair or replacement charges due under this Section after providing Customer an itemized notice of the charge and a reasonable opportunity to identify a good-faith error or dispute. This authorization does not permit a debit from a bank account or other payment method where separate authorization is required by applicable law or payment-network rules.

18. SUBCONTRACTING

Enviro may use qualified employees, affiliates, subcontractors or other properly authorized service providers to perform all or portions of the Services. Unless an assignment under Section 19 has occurred, Enviro remains the contracting party responsible for performance of the Agreement.

19. ASSIGNMENT

19.1. Enviro may assign or transfer this Agreement, in whole or in part, or delegate performance of Services to an affiliate, successor or other qualified service provider without Customer's consent, provided the party assuming Enviro's service obligations is properly licensed or otherwise legally authorized to perform the applicable Services and the assignment does not materially reduce Customer's contracted Service Profile.

19.2. An assignment satisfying these requirements does not constitute termination of the Agreement and does not create a cancellation or refund right solely because of the assignment.

19.3. Customer may not assign the Agreement without Enviro's prior written consent, which will not be unreasonably withheld in connection with a bona fide transfer of ownership or management of the Property if the proposed assignee assumes Customer's obligations and the account is in good standing.

19.4. Unless Enviro expressly releases the existing Customer in writing, a requested Customer assignment does not relieve the existing Customer of obligations accrued before the assignment.

20. PROPERTY SALE OR MANAGEMENT CHANGE

20.1. Customer will promptly notify Enviro of a sale of the Property or change in management that may affect performance or billing.

20.2. Enviro may cooperate in transferring the Agreement to a successor owner or management entity pursuant to Section 19.

20.3. A change in ownership, management company or Customer personnel does not automatically terminate the Agreement.

21. LIMITATION OF LIABILITY

21.1. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF USE OR BUSINESS INTERRUPTION, ARISING FROM THE AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY.

21.2. TO THE FULLEST EXTENT PERMITTED BY LAW, ENVIRO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE ANNUAL PROGRAM FEE PAID OR PAYABLE FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED.

21.3. The limitations in this Section do not apply to liability that applicable law does not permit the parties to limit or exclude.

21.4. Customer must promptly notify Enviro of an alleged service-related problem or property damage and provide Enviro a reasonable opportunity to inspect the condition and, where applicable, cure the problem before Customer undertakes corrective work, except in an emergency.

22. INDEMNIFICATION

To the extent permitted by law, Customer will indemnify and hold Enviro and its employees and agents harmless from third-party claims, losses or expenses arising from (a) Customer's material failure to perform its obligations under the Agreement; (b) unsafe or undisclosed conditions at the Property; (c) acts or omissions of Customer's tenants, occupants, employees, contractors or agents outside Enviro's reasonable control; or (d) Customer's unauthorized alteration or misuse of Enviro treatments or equipment, except to the extent a claim is caused by Enviro's negligence, willful misconduct or other liability that cannot lawfully be shifted to Customer.

23. FORCE MAJEURE

Enviro will not be in breach of the Agreement for delay or failure to perform caused by circumstances reasonably beyond its control, including severe weather, natural disaster, fire, flood, epidemic, governmental action, road closure, labor disruption, material or product shortage, utility interruption, civil disturbance or similar event. Enviro will resume affected Services within a commercially reasonable period when conditions permit.

24. GOVERNING LAW AND VENUE

24.1. Except to the extent applicable law requires otherwise, the Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles.

24.2. Except for actions solely to collect unpaid amounts and requests for temporary or emergency injunctive relief, any dispute, claim or controversy arising out of or relating to the Agreement will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before one arbitrator in Centre County, Pennsylvania. Judgment on the award may be entered in any court having jurisdiction.

24.3. The arbitrator will apply the Agreement, including all limitations of liability, exclusions and limitations of remedies contained in it, and will have no authority to award damages or remedies that the Agreement prohibits or that applicable law does not permit.

24.4. Nothing in this Section alters the rights or obligations of Enviro or any insurer under an applicable insurance policy.

25. NOTICES

25.1. Notices concerning ordinary scheduling, service requests, reports and billing may be delivered by customary business communication methods, including email and electronic service systems.

25.2. Notices of non-renewal, material breach, termination, material changes applicable to a Renewal Term, or assignment must be in writing and may be delivered by email, personal delivery, nationally recognized delivery service, or U.S. mail to the most recent applicable contact information maintained by the receiving party.

25.3. Customer is responsible for maintaining current contract and billing contact information with Enviro. Notice properly sent to Customer's most recently provided contact information will not be ineffective solely because Customer failed to update that information. 25.4. Notices to Enviro should be directed to:

Enviro Management Group, LLC

Address: 137 W. College Ave, Pleasant Gap, PA 16823

Email for Contract Notices: accounting@enviromg.com

26. ELECTRONIC COMMUNICATIONS, SIGNATURES AND PRIVACY

The parties consent to the use of electronic records, electronic delivery and electronic signatures in connection with the Agreement. Electronic signatures and copies will have the same effect as originals to the extent permitted by applicable law. Customer acknowledges that Enviro may communicate concerning scheduling, service, reports, invoices, account administration and other matters relating to the Services by telephone, email, text message, customer portal or other customary electronic means, subject to applicable law.

Enviro's handling of personal information and broader communications practices are described in its then-current Privacy & Communications Notice available on its website.

27. STATE AND SERVICE-SPECIFIC REQUIREMENTS

27.1. Certain Services or jurisdictions may require additional notices, disclosures, diagrams, forms, warranties, cancellation rights or other terms.

27.2. Wood-destroying-pest inspections and treatments may be subject to separate state-required documentation and service-specific warranties or limitations.

27.3. Where a state-required or service-specific addendum conflicts with these Terms, the mandatory or more specifically applicable provision will control with respect to the affected Service.

27.4. The remainder of the Agreement will remain in effect to the fullest extent permitted by law.

28. GENERAL PROVISIONS

28.1. Commercial Purpose. Customer represents that the Services are being purchased for business, institutional, governmental, property-management or other commercial purposes and not primarily for personal, family or household use.

28.2. Independent Contractors. Enviro and Customer are independent contracting parties. Nothing in the Agreement creates a partnership, joint venture, fiduciary relationship or employment relationship.

28.3. No Third-Party Beneficiaries. Except for a permitted assignee, the Agreement is for the benefit of Enviro and Customer and does not create contractual rights in tenants, occupants or other third parties.

28.4. Entire Agreement. The Agreement constitutes the entire agreement between the parties concerning the contracted Services and supersedes prior oral or written representations concerning the same subject.

28.5. Amendments. Except for changes to future-term pricing or Terms expressly permitted by the Agreement, amendments must be agreed in writing or electronically by authorized representatives of the parties.

28.6. Waiver. A party's failure to enforce a provision on one occasion does not waive its right to enforce that provision later.

28.7. Severability. If a provision is held unenforceable, it will be enforced to the maximum extent permitted by law and the remaining provisions will remain effective.

28.8. Headings. Section headings are provided for convenience and do not alter the meaning of the Agreement.

28.9. Survival. Provisions concerning amounts due, equipment, limitation of liability, indemnification, reports and records, dispute resolution, assignment and other provisions that reasonably should survive will remain effective after expiration or termination.

28.10 Authority. Each individual accepting or signing the Agreement on behalf of an organization represents that he or she is authorized to bind that organization.