



AGREEMENT

STATEMENT OF AUTHORITY

It is hereby agreed that you (Company) have applied for approval to participate in bidding for construction related services to Eminence Group Building Company (Eminence Group) through the Eminence Group Bid Package Management System (Service). Eminence Group has granted the Company approval to do so and has issued the Company a unique username and initial password. The Company must change the initial password prior to the first usage of the Service and may at any time thereafter. The Company acknowledges its sole responsibility to manage and protect the security of the username and password and only to provide them to individuals within the Company who are authorized to execute legal bids and revisions to bids in the name of the Company. The Company shall submit bids and revisions to bids electronically through the Service using the username and password, and the Company acknowledges and agrees that such bids and revisions to bids shall be binding on the Company in the same manner as if they were submitted in hardcopy with the original signature of a duly authorized officer or agent of the Company with its corporate seal, if applicable.

The Company shall also execute Trade Contract Agreements or Purchase Orders through the Service by accepting the Trade Contract Agreement or PO and applying an electronic signature. Such electronic signature shall be applied with a username and password issued to an officer of the Company to whom the Company has granted authority to bind the Company to Trade Contract Agreements and Purchase Orders.

By agreeing to this Statement of Authority I hereby certify that I am a duly authorized officer or agent of the Company and that I have the authority to make such an agreement on the Company's behalf. The Company agrees that this Statement of Authority shall remain valid until such time as it is withdrawn in writing by the Company and such withdrawal is received by Eminence Group.

USERNAME AND PASSWORD

You must use your username and password to access the Service. You agree that Eminence Group is entitled to rely on and act upon instructions, submissions, and accepted Trade Contract Agreements and Purchase Orders received by use of your username and password. You agree that you are responsible for keeping your username and password confidential. You agree that you will not provide any third party with access to the Service or use of your username and password. If you believe your username and password may have been lost or stolen, you must notify Eminence Group immediately. Any actions resulting from your failure to maintain the confidentiality of or otherwise prevent unauthorized use of your username and password shall be the sole responsibility of the Company.

LIMITATION OF LIABILITY

Except as required by law or as otherwise provided in this Agreement, you acknowledge and agree that Eminence Group is not responsible for any loss, claim, damage or liability that results from a failure in the electronic bid process or the use of the Service. You agree that Eminence Group is not responsible for any loss that you may suffer through use of your ISP, use of your Internet browser, inaccuracies in your submissions or the unauthorized use of your username and password through no fault of Eminence Group. You are solely responsible for the installation, maintenance, and operation of the computer and related hardware and software you use to access the Service (collectively, the "Computer"). The risk of error, failure, or non-performance relating to the Computer is your sole risk and includes the risk that you do not operate the Computer properly.

Eminence Group is not responsible for any errors or failures from any malfunction of the Computer or Service nor is it responsible for any electronic virus or viruses that you may encounter. Eminence Group shall not have any liability to you for damage or other loss, direct or consequential, that you may suffer or incur by reason or your use or misuse of the Computer or Service. Eminence Group disclaims all warranties, both express and implied, to you regarding the Computer or Service, including any warranty of merchantability or fitness for a particular purpose.

Notwithstanding any language in this agreement to the contrary, you agree that Eminence Group shall not be liable to you for any consequential, special, punitive or indirect damages, including

but not limited to loss of anticipated profits, loss or use or utilization of facilities, resulting from Eminence Group's performance or non-performance of its obligations under this Service or your or the Company's use of the Service, even if Eminence Group has been advised of the possibility of such damages.

You agree that you will not hold Eminence Group responsible for breaching its obligations under this agreement to the extent the performance of Eminence Group's obligations is delayed or affected by circumstances beyond Eminence Group's control. Circumstances beyond Eminence Group's control include without limitation, strikes, work stoppages or slowdowns, computer or communication system failures (including, but not limited to, computer viruses), system errors, war, riot, civil disturbance, terrorist attack, earthquake, fire, flood, water damage, power failure, acts of God, and any other circumstances not within Eminence Group's control. You agree that Eminence Group is not responsible for any failure or misdirection of information that you provide to Eminence Group.

FEES

Eminence Group currently does not charge a fee to use the Service and you are responsible for any fees imposed by your Internet service provider (ISP) relating to the services that the ISP provides as well as fees levied by the reprographics firm based on orders that you place with them.

FAXING DOCUMENTS

In Eminence Group's sole discretion, and in accordance with Eminence Group's instructions, either you or Eminence Group may fax documents to the other instead of sending written or electronic documents, and the faxed documents and any signature(s) thereon shall be regarded in the same manner original(s).

PRIVACY

Eminence Group believes that the confidentiality and protection of its customer's information is very important. Eminence Group does not sell its lists of bidders to any third parties.

AVAILABILITY OF THE SERVICE

Eminence Group intends that the Service will be available seven days a week. In addition, from time to time system problems, technical problems, and system maintenance may limit your ability to access the Service or the Service may not be available at all. You agree that Eminence Group is not liable for any loss or damage that you may sustain as a result of the unavailability of the service.

COMPUTER HARDWARE AND SOFTWARE REQUIREMENTS

You must have the following computer hardware and software in order to access the Service, view and download documents, submit bids and electronic documents, and receive alerts:

- A personal computer capable of accessing the Internet and sending and receiving e-mail
- A computer monitor
- A computer modem that is capable of accessing the Internet
- A printer capable of printing website HTML screens, if you wish to print copies of items appearing on the monitor
- Internet access
- Microsoft Internet Explorer version 6.0 or higher. If you do not have Microsoft Office you may be required to download MS Word Reader and MS Excel Reader.
- An e-mail address
- A hard drive capable of storing data, if you wish to electronically store information

Eminence Group will notify registered users as technical requirements for use of the Service change.

MODIFICATIONS TO POLICIES AND AGREEMENT

Eminence Group reserves the right to modify from time to time its policies concerning use of the Service and the terms and conditions of this Agreement without prior notice.