

**STANDARD TERMS AND CONDITIONS**  
**Architectural and Engineering Design Services**

The following Standard Terms and Conditions are hereby made part of and incorporated into the Agreement and are included within the definition of "Agreement."

**1. ORDERS.**

- a. Any Order issued by Coke Florida to Consultant in connection with Work during the Term of the Agreement will be incorporated into the Agreement, and all of the terms contained herein will be a part of such Order. The terms and conditions of the Agreement will apply and prevail in all cases unless the parties expressly agree to alternative terms clearly specified in an Order. Regardless as to whether or not the Agreement is specifically referenced in an Order, and regardless as to whether or not an Order is used by the parties to document Work, any work or other services provided by Consultant to Coke Florida during the Term will be deemed Work performed under the Agreement and subject to the terms and conditions of the Agreement. This Agreement does not commit Coke Florida to utilize Consultant for any minimum number of projects.
- b. Coke Florida does not agree to, and will not be bound by, any provisions in Consultant's purchase orders, pre-printed forms, invoices, proposals, quotations, catalogs, acknowledgements, acceptances or other documents (including counteroffers), including any online terms and conditions referenced in any such documents or in a website, application or other digital or electronic format, that propose differing or additional terms and conditions or any addition, alteration, or deletion to, or of, the precise terms and conditions stated in the Agreement and any Order, except to the extent separately and specifically agreed to in writing by an authorized representative of Coke Florida under a signed Order. All references to the "Agreement" herein are also deemed references to "Orders."

**2. COKE FLORIDA AFFILIATES.** Coke Florida's parent, subsidiary and affiliate companies ("**Coke Florida Affiliates**") may also utilize Consultant and purchase Work from Consultant pursuant to the Agreement by entering into an Order with Consultant. Any Work or other use of Consultant by an Coke Florida Affiliate will constitute a separate relationship between the Coke Florida Affiliate and Consultant, and Consultant will only look to the Coke Florida Affiliate with respect to such separate relationship. Each of Coke Florida Affiliate and Coke Florida will not be liable for the others' actions or inactions taken pursuant to the Agreement. All rights and obligations of Coke Florida hereunder apply to any Coke Florida Affiliate that utilizes Consultant and purchases Work from Consultant covered by the Agreement. Regardless whether or not the Agreement is specifically referenced in an Order entered into between an Coke Florida Affiliate and Consultant, and regardless whether or not an Order is used by an Coke Florida Affiliate to order Work hereunder, any goods, deliverables and/or services provided by Consultant to an Coke Florida Affiliate during the Term of the Agreement will be deemed Work performed under the Agreement and subject to the terms and conditions of the Agreement.

**3. CHARGES; WAIVERS; AUDITS; SET-OFFS.**

- a. Timing of Charges. Unless otherwise agreed to in writing between the parties in an Order, Consultant will not charge **Coke Florida** for time incurred in discussing Project opportunities with Coke Florida or in preparation of an Order, contractors' proposals, or any other documents prepared for submission to Coke Florida for approval. Only upon the issuance of an Order by Coke Florida may Consultant charge Coke Florida pursuant to the terms of such Order and the Agreement.
- b. Lien Waivers/Releases. Pursuant to the terms in the Agreement, Consultant will provide Coke Florida with a waiver of mechanic's lien and release with every invoice payment by Coke Florida under the Agreement and each Order.
- c. Audit. A written accounting must be kept of all payments made by Consultant and its agents and employees on behalf of Coke Florida, including but not limited to those made to Subcontractors (as defined below), and the accounting must be provided to Coke Florida upon request. Coke Florida has the right to audit Consultant's books and records prepared or kept in connection with the Agreement and an Order to satisfy itself that Consultant is in compliance with the terms and conditions of the Agreement and any Order. Consultant agrees to provide prompt certification of its continuing compliance with the Agreement, each Order, the payment requirements hereunder and Applicable Laws whenever requested by Coke Florida.
- d. Set-Off. Coke Florida reserves the right to set-off any and all reasonable amounts determined to be costs or damages incurred by

Coke Florida due to Consultant's performance against amounts due or that will become due to Consultant under the Agreement, an Order, and/or any other agreement between Coke Florida and Consultant.

**4. SCHEDULE.** Consultant understands that prompt performance of all the Work is required by Coke Florida in order to meet its schedules and commitments. Time is of the essence as to all Work performed under the Agreement and each Order. Consultant will commence Work on its obligations set forth in each Order and will progress and complete them in accordance with the Project schedule set forth in the Order or as otherwise mutually agreed upon by the parties in a signed writing.

**5. KEY PERSONNEL.** A list by name and Project position of the personnel of Consultant considered by Coke Florida to be critical to the proper performance of the Work and Project should be set forth in each Order. The person designated as Consultant's project manager in an Order will be its representative for the purpose of the Work set forth in such Order and will have authority to take all actions required under such Order on behalf of Consultant. Consultant will not remove or substitute the listed, key personnel without good cause shown and without the written consent of Coke Florida, which consent will not be unreasonably withheld by Coke Florida.

**6. RESPONSIBILITIES OF CONSULTANT.**

- a. Design Standards. Consultant will be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other Work furnished by Consultant and Subcontractors under an Order and/or the Agreement. Consultant will and will have all Subcontractors, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services or work.
- b. No Waiver. Coke Florida's review, approval, acceptance of, or payment for, any Work will not operate as a waiver of any terms and conditions, rights or cause of action arising out of an Order and/or the Agreement. Consultant will be and remain liable to Coke Florida in accordance with all Applicable Laws for all damages to Coke Florida caused by Consultant's or its affiliate, parent or subsidiary companies', or any of their employees', officers', directors', representatives', agents', contractors' or subcontractors' negligence, recklessness, willful misconduct or otherwise wrongful performance of any of the Work.
- c. Construction Cost. At Coke Florida's request, and as set forth in any Order, an amount of the fixed limit of construction cost can be established, agreed upon by the parties in writing, and made a condition of such Order. In establishing the fixed limit of construction cost, Consultant will include reasonable design contingencies and contingencies that take into consideration the bidding and negotiation process and expected increases in the cost of construction due to price escalation. In addition, Consultant will include, where it deems appropriate, allowances, alternates and unit price items. The fixed limit of construction cost is predicated upon commencement of construction, within the term set forth in such Order, after Coke Florida gives Consultant notice to commence performance of Work under such Order, and the construction contract duration will contemplate substantial completion within the term set forth in such Order.
- d. Performance Review. At Coke Florida's request, Consultant will attend each periodic performance review meetings during the period of Consultant's performance.
- e. Assistance regarding Claims. At no cost to Coke Florida, Consultant will assist Coke Florida in the investigation and defense of any claims that arise directly or indirectly from the designs prepared or Work performed by Consultant.
- f. Inspection of Work. Coke Florida reserves the right to inspect Consultant's Work in progress at Consultant's office. Consultant will revise its Work in accordance with the written directions of Coke Florida's project manager and will not deviate from designs or concepts approved by Coke Florida. However, if Coke Florida orders the revision of Work that Coke Florida has previously approved in writing, the cost of such revision will be subject to the provision of a new Order, a Change Order, or Amendment to the Agreement dealing with changes in the scope of Work.
- g. Value Engineering. In the interest of cost consciousness and value engineering, Consultant will be alert for, and will identify, high-cost, low-value items or systems throughout the design and construction phases of the Work. Improved cost/benefit ratios will be sought in the design effort, taking into consideration such relevant factors as initial cost, availability, durability, reliability, maintenance, energy consumption, and future uses of the Coke Florida facilities.

- h. Registration to Practice. The design of architectural, engineering, structural, mechanical, electrical, civil, or other design disciplines and features of the Work will be accomplished or reviewed and approved by architects or engineers registered to practice such discipline in the State of Florida.
- i. Hazardous or Toxic Materials. No asbestos-containing material, heavy metal-containing paints/coating, or PCB-containing materials will be specified or used in construction, including but not limited to building materials, production processes and equipment, and utilities and other support processes and equipment. Consultant will communicate and enforce this prohibition with Subcontractors and will immediately bring any observed violation to Coke Florida's attention. Consultant will provide a written certification at completion of any construction to Coke Florida confirming that no asbestos-containing material, heavy metal-containing paints/coating, or PCB-containing materials were specified or used in construction of the facility.

**8. CHANGES IN SCOPE OF WORK.** Coke Florida may change the scope of Work with a change order to an existing Order ("**Change Order**") agreed upon and signed by both parties. Any changes to Consultant's schedule and compensation necessitated by the change in scope of Work will be reflected in any Change Order, in a form as required by Coke Florida.

**9. SUBCONTRACTING.**

- a. Subcontractor. For purposes of the Agreement and Orders hereunder, a "**Subcontractor**" is any person or entity (including but not limited to consultants [*i.e.*, design professionals, architects and engineers], laborers, materialmen, suppliers, subcontractors or sub-subcontractors), who or which has a direct contract with Consultant to perform any portion of the Work under the Agreement and any Order. Consultant agrees to obtain Coke Florida's advance written approval for all Subcontractors required or utilized by Consultant in the performance of the Agreement. For purposes of the Agreement, any approved Subcontractor will be included in the defined term "**Consultant**," and all requirements and obligation assigned to Consultant under the Agreement and any Orders will also apply to Subcontractors. To the extent that Consultant uses a Subcontractor for the performance of certain Work under the Agreement or under any Order, Consultant agrees to be responsible to Coke Florida for Subcontractor's actions to the same extent as if Consultant itself performed the Work pursuant to the terms in the Order.
- b. Subcontracts. Consultant will employ each Subcontractor with a written subcontract document such that each Subcontractor is bound to Consultant by the terms of the relevant Order and the Agreement, and assumes toward Consultant and Coke Florida all of the obligations and responsibilities that Consultant assumes toward Coke Florida under the relevant Order and the Agreement. Consultant's agreement with each Subcontractor will preserve and protect the rights of Coke Florida under the relevant Order and the Agreement as to the portion of the Work assigned to each Subcontractor, and the subcontracting portion of the Work will not diminish or affect the rights of Coke Florida nor will it in any way diminish or affect Consultant's obligations to Coke Florida under the relevant Order and the Agreement. Consultant will include a provision in all its subcontract documents requiring each Subcontractor to agree that Coke Florida is not liable to any Subcontractor because of Consultant's failure to perform or any breach of the relevant Order and the Agreement by Consultant.

**10. EQUAL EMPLOYMENT OPPORTUNITY.** For purposes of this section only, contractor means Coke Florida and subcontractor means Consultant: **Contractor and subcontractor shall abide by the then-current requirements of 41 CFR § 60-300.5(a), 60-741.5(a) and 60-1.4(a). These regulations prohibit, inter alia, discrimination against qualified protected veterans, qualified individuals on the basis of disability, and employees and applicants for employment because of race, color, religion, sex, sexual orientation, gender identity, pregnancy, or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

**11. INTELLECTUAL PROPERTY.**

- a. Definition. As used herein, "Intellectual Property" means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright or trademark protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs, including all documentation, related listings, design specifications, and flowcharts; trade secrets; and any inventions, including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject

matter of patent protection; and all statutory protection obtained or obtainable thereon.

- b. Ownership by Coke Florida. Consultant hereby assigns to Coke Florida, and will execute further assignments as requested by Coke Florida, without additional compensation, all worldwide right, title and interest in and to any and all Intellectual Property created, made, conceived, reduced to practice or authored by Consultant, or any of its employees, contractors, Subcontractors or agents, either solely or jointly with others, in connection with the performance of the Work under the Agreement and any Orders hereunder, or with the use of information, materials or facilities of Coke Florida received by Consultant during the Term of the Agreement ("**Deliverables**"). Coke Florida will be free to make, have made, use, offer for sale, sell, modify, translate, and import products or materials utilizing the Deliverables and any other Intellectual Property assigned to Coke Florida under the Agreement.
- c. Ownership by Consultant. Consultant will retain ownership of all Deliverables clearly documented as having been made solely by Consultant and not created, made, conceived, reduced to practice or authored by Consultant, or any of its employees, contractors, Subcontractors or agents, whether solely or jointly with others, in connection with the performance of the Work under the Agreement or any Order or with the use of information, materials or facilities of Coke Florida received by Consultant during the Term of the Agreement ("**Consultant IP**"). In the event, however, that any such Consultant IP is made a part of or incorporated into any Work or other deliverables of Consultant under the Agreement or an Order, Consultant expressly agrees that Coke Florida and its subsidiary, parent and affiliate companies will have a perpetual, non-exclusive, worldwide, royalty-free license to use such Consultant IP for any of its/their respective businesses or other purposes, provided that such license will not include the right to sell, license, or otherwise transfer in any way such Consultant IP to any third party.
- d. Assignment of Copyrights; Works Made for Hire. Consultant further acknowledges that to the extent permitted by Applicable Laws, the Deliverables shall be considered works made for hire and that ownership of copyright in regard to the Deliverables, including but not limited to architectural works (as defined in 17 U.S.C. 101), will vest in Coke Florida. The Deliverables will recognize Coke Florida as a copyright Coke Florida and will contain all proper notices.
- e. Cooperation; Disclosure. Consultant hereby expressly assigns all rights in and to the Deliverables to Coke Florida and will execute further assignments requested by Coke Florida, without additional compensation. All documentation, work papers or other materials evidencing Consultant's Work will be maintained in confidence for Coke Florida by Consultant in a form usable by Coke Florida. Consultant will further: (i) provide Coke Florida with a copy of a written agreement with each of its Subcontractors, employees, and outside Consultants prior to their working hereunder, through which all rights to Intellectual Property created, made, conceived, reduced to practice or authored by Consultant's employees or Subcontractor's employees within the scope of employment by Consultant in the performance of the Agreement and any Order are owned by Coke Florida and thereby subject to the preceding assignment; and/or (ii) require that the persons (including, without limitation, Subcontractors, employees, and outside Consultants) it provides to perform the Work under the Agreement and any Order will execute an instrument in the form attached to these Standard Terms and Conditions as Exhibit A, incorporated herein by reference, assigning such Intellectual Property to Coke Florida prior to commencing Work under the Agreement and each Order, and provide Coke Florida with a copy.
- f. Execution of Documents. Consultant will execute or secure execution of any documents necessary to perfect title to such Intellectual Property rights in Coke Florida and take all other steps reasonably required by Coke Florida to preserve and protect such property rights, all at Coke Florida's expense.
- g. Specifications. Consultant will design and develop such Deliverables based on all applicable codes, specifications, regulations, drawings or other documents supplied by Coke Florida.
- h. Cessation of Engagement. Upon any cessation of the engagement of Consultant by Coke Florida, regardless of the reason, Consultant agrees to immediately turn over to Coke Florida any and all Deliverables as well as records, documents, writings and data of every kind and nature relating to the Confidential Information (as hereinafter defined), and agrees not to retain any copies or other electronic reproductions of the Confidential Information.
- i. Coke Florida's Use of Deliverables. Consultant hereby consents to Coke Florida permitting use of the Deliverables, without deleting references to Consultant and allowing attribution to Consultant for such Deliverables, by Coke Florida's contractors, subcontractors,

consultants and any other suppliers and consultants who are working on behalf of or at the direction of Coke Florida at the time of use of the Deliverables (“**Third-Party Contractors**”), provided that: Coke Florida shall have in place with any such Third-Party Contractor a suitable confidentiality or non-disclosure agreement that prohibits disclosure or use for purposes other than providing Work to Coke Florida.

## 12. CONFIDENTIALITY.

a. Confidential Information. The parties acknowledge that the Agreement and each Order creates a confidential relationship between Consultant and Coke Florida. That confidential relationship is the basis on which each party has disclosed, and may in the future disclose, commercially valuable, proprietary, confidential information pertaining to each party’s business operations and/or the Work provided for in the Agreement and in any Order (“**Confidential Information**”). Confidential Information will include Intellectual Property assigned to Coke Florida under the Agreement, Deliverables, the terms of the Agreement and the terms of each Order. Confidential Information will be a trade secret of the disclosing party. The disclosing party may disclose information, including source code disclosed to the disclosing party in confidence by a third party, which also will be treated as Confidential Information.

The receiving party will hold all Confidential Information in strict confidence and will neither disclose the same to any third party nor use it for purposes other than completing Work under the Agreement or under an Order without the disclosing party’s prior written consent. Notwithstanding the foregoing, Coke Florida may disclose Confidential Information, including the terms of any agreements or orders it may have with Consultant, to Coke Florida’s existing or prospective agents, professional advisors, auditors, attorneys or contractors who agree to maintain the confidentiality of such information in a manner consistent with this section. Furthermore, Coke Florida may disclose Confidential Information to The Coca-Cola Company, Coca-Cola Bottlers’ Association, Coca-Cola Bottlers’ Sales and Services, and other Coca-Cola bottlers.

b. Confidentiality Obligations. Except as otherwise stated herein, the parties will not, without obtaining the prior written consent of the other party, disclose to any person or entity the fact that the Confidential Information has been provided to the other, or that discussions or negotiations are taking place or have taken place with the other party, or any of the terms, conditions, status or other facts with respect to the Confidential Information or the Work that Consultant is performing for Coke Florida hereunder, including the existence of the Agreement, any Order, or any decision on the part of Coke Florida not to consider or pursue any work with Consultant.

c. Term of Confidentiality. The confidentiality obligations set forth herein will remain in effect for a period of five (5) years from the date of disclosure.

d. Labels. Consultant agrees to label all Coke Florida Confidential Information, Deliverables and all notes, files, documents and other data developed in the course of performance hereunder as follows: “COCA-COLA BEVERAGES FLORIDA, LLC CONFIDENTIAL INFORMATION -- This data will not be disclosed, duplicated or used, in whole or in part, for any purpose other than in connection with an Order under which it was provided or developed without the express, written permission of Coca-Cola Beverages Florida, LLC.”

e. Exclusions. For the purposes of the foregoing provisions, the parties will not be obligated to maintain in confidence or not to use Confidential Information that: (i) is, or subsequently may become, generally available to the public through no fault of the receiving party; (ii) the receiving party can show was previously known to it at the time of disclosure; (iii) may subsequently be obtained lawfully from a third party who the receiving party reasonably believes has obtained the information without an obligation of confidentiality to the disclosing party; (iv) is independently developed as evidenced by the written records of the receiving party; (v) may subsequently be developed independently of disclosure by the receiving party and without reference to or use of the Confidential Information of the disclosing party; and/or (vi) is required to be disclosed pursuant to the requirement, order or directive of a government agency or by operation of law subject to prior consultation with the disclosing party’s legal counsel.

f. Trade Secrets. Neither party, nor its employees or agents will disclose, or use for its own benefit, any Confidential Information that is identified as a trade secret without the disclosing party’s prior written consent for as long as the Confidential Information remains a trade secret.

g. Return of Media. Consultant, at the date of final completion of the Work under each Order, will turn over to Coke Florida all tangible media incorporating Coke Florida Confidential Information or

information collected or prepared pursuant to an Order and/or the Agreement, including but not limited to all Deliverables.

h. Reuse of Design. Consultant will refrain from the use or reuse of any designs or documents provided to Consultant pursuant to an Order and/or the Agreement without Coke Florida’s prior written consent, which may be withheld in Coke Florida’s sole and unencumbered discretion.

i. Consultant’s Subcontractors and Employees. Consultant will take steps to ensure that Consultant’s employees, contractors, agents and Subcontractor’s employees exposed or assigned to performing any Work will have each executed a written agreement prior to performing Work hereunder that covers confidentiality obligations sufficient to protect Coke Florida’s Confidential Information.

j. Survival. The obligations listed in this section re continuing obligations that survive the termination or expiration of the Agreement.

13. **NO PUBLICITY; NON-DEFAMATION**. Consultant agrees that it will not, without Coke Florida’s prior written consent, use in advertising, publicity or otherwise the name of Coke Florida, any subsidiary, parent or affiliate company of Coke Florida or The Coca-Cola Company, or refer to the existence of the Agreement or any Order in press releases, advertising or other materials distributed to prospective customers. Coke Florida may, at its option, deem Consultant to be in material breach of the Agreement and immediately terminate the Agreement if Consultant takes or authorizes any action against Coke Florida (other than legal action in connection with enforcement of the Agreement) or makes or authorizes any statements in derogation of Coke Florida, its business or its products, either directly or indirectly, and such actions or statements are made known to the general public or become a matter of public knowledge during the Term.

14. **REPRESENTATIONS AND WARRANTIES**. By execution of the Agreement and each Order, Consultant represents and warrants that:

a. Consultant will perform the Work under the Agreement and any Order in a workmanlike and professional manner, and all related services, equipment, materials, reports and Deliverables furnished will be as represented by Consultant, suitable and fit for Coke Florida’s business purposes, and in conformance with Coke Florida’s performance criteria provided to Consultant;

b. Consultant is an experienced architectural and engineering design firm having the ability, skill and resources necessary to perform and/or provide the Work and Deliverables required of it under an Order and the Agreement;

c. Consultant is knowledgeable of and will comply with all laws, rules and regulations (including Federal, State and local) applicable to the performance of the Work and Consultant’s business, including, without limitation, those relating to local ordinances, environmental protection and occupational safety (e.g., OSHA), safety, building codes, sanitation, the American Disabilities Act and any all orders and interpretations by all governing public authorities (the “**Applicable Laws**”);

d. Consultant warrants that all documents required by the Agreement and prepared and/or provided by Consultant pursuant to the terms of an Order and the Agreement (collectively, “**Project Documents**”), will be complete and functional in all respects and will set forth in sufficient detail the necessary information to properly perform such Work in accordance with commonly accepted professional standards;

e. Consultant warrants that all Project Documents and Deliverables provided by Consultant will be furnished in accordance with, and will accurately reflect, incorporate and comply with, all Applicable Laws;

f. Consultant warrants that Consultant will promptly correct or have corrected, without additional charge to Coke Florida, all or any portion of the Project Documents or Deliverables that prove to be defective in any way, and such correction will not limit any other legal remedy of Coke Florida;

g. If Consultant is contacted by any governmental agency or other authority regarding any of the Work performed under the Agreement or any Order, or otherwise regarding Coke Florida or its business or facilities, Consultant will promptly notify Coke Florida in writing about any such communication. In addition, Consultant will not contact or communicate with any governmental agency or other authority regarding any Work performed under the Agreement, any Order or otherwise regarding Coke Florida or its business or facilities, without first consulting with Coke Florida and obtaining Coke Florida’s Senior Management’s person overseeing EHSS matters, as specified by Coke Florida, prior written approval to make such contact or communication;

h. With respect to all individuals that Consultant provides to perform any Work under the Agreement and any Order, Consultant will make all appropriate tax payments and tax withholding and will verify such individuals as being legally able to work in the United

States, including executing and maintaining a federal Form I-9 for all employees, contractors, and other agents performing the Work, with such Forms I-9 to be made available to Coke Florida upon request;

- i. Consultant has the right to enter into and fully perform the Agreement and each Order, and no Work, equipment, materials, reports, Project Documents or Deliverables will in any way infringe upon or violate any Applicable Law, or any contract with any third party or any rights of any third party, including, without limitation, rights of patent, trade secret, trademark or copyright. In addition, Consultant will, at its own expense, obtain all permits, licenses, and other governmental approvals or authorizations necessary for Consultant to perform any Work under the Agreement and any Order;
- j. Consultant will perform, and cause to be performed, Work under each Order and the Agreement in accordance with the terms and conditions of the Agreement and the standards applicable to the professional disciplines used in providing such services; and
- k. Consultant will perform the Work in the best interests of Coke Florida, and Consultant (i) does not have, and will not have, any contract, agreement or other understanding with any third party that entitles Consultant, or any of its officers, directors, employees, or representatives, to receive, directly or indirectly, any compensation or benefit whatsoever (whether designated as a rebate, incentive, reimbursement, commission, referral fee, consulting fee, broker's fee or other payment or fee however designated) as a result of, or relating to, the Work performed under, or recommendations resulting from, the Agreement or any Order (collectively, "**Benefit**"); (ii) will not now or in the future receive any Benefit or seek to receive any Benefit; and (iii) will immediately report and remit to Coke Florida any Benefit received by Consultant at any time.
- l. Collectively, this entire section is the "**Warranty.**" The Warranty will inure to the benefit of Coke Florida. No warranty implied in connection with the provision and/or purchase of the Work is disclaimed by Consultant.

#### 15. GENERAL INDEMNIFICATION; COVID-19 WAIVER AND INDEMNITY.

- a. **General Indemnity.** Consultant, at Consultant's own cost and expense, will defend, indemnify, and hold harmless Coke Florida and its parent, affiliate and subsidiary companies, and each of their divisions, officers, directors, employees, former employees, partners, agents, assigns, subcontractors and representatives (the "**Indemnified Parties**") from and against every claim, demand, liability, action or cause of action, complaint or suit, and all related costs, expenses, fees, including reasonable attorneys' fees and court costs, damages, settlements, judgments and losses (collectively, "**Claims and Losses**") caused by, arising out of, or related to (i) Consultant's performance of any Work under the Agreement or any Order, including any Work by Subcontractors, (ii) any alleged or actual infringement or violation of any Intellectual Property rights of any third party arising under or in connection with the Work, an Order and/or the Agreement; (iii) Consultant's breach of any terms or conditions of the Agreement, any Order, or any Project Documents; (iv) a violation of any Applicable Laws by Consultant or its parent, affiliate or subsidiary companies, its Subcontractors, or any of their divisions, officers, directors, employees, former employees, partners, agents, assigns, subcontractors or representatives; and/or (v) the negligence or willful misconduct of by Consultant or its parent, affiliate or subsidiary companies, its Subcontractors, or any of their divisions, officers, directors, employees, former employees, partners, agents, assigns, subcontractors or representatives. In any and all Claims and Losses, the defense and indemnification obligations under the Agreement and in any Order will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts, or by any insurance limits. This section will survive termination or expiration of the Agreement.
- b. **COVID-19 Waiver and Indemnity.** Consultant agrees that it is solely responsible for the safety and actions of its and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "**Consultant Personnel**") while on Coke Florida property, when working with Coke Florida equipment, or when working or interacting with Coke Florida's and its affiliates' employees, contractors, subcontractors, agents, and representatives (collectively, "**Coke Florida Personnel**"). Consultant agrees to, and agrees to cause Consultant Personnel to, comply with all Coke Florida policies, guidelines, signage, instructions and rules when working on Coke Florida property, with Coke Florida equipment,

and with Coke Florida Personnel, including those pertaining to COVID-19 or other illness. Because the Coke Florida property and equipment are accessible for use by multiple individuals, including Coke Florida Personnel, Consultant recognizes that Consultant Personnel are at risk of being exposed to and/or contracting an illness, including COVID-19, when working on Coke Florida property, with Coke Florida equipment, and with Coke Florida Personnel.

With full awareness, understanding and appreciation of the risks involved, Consultant, for itself and on behalf of Consultant Personnel, releases and discharges Coke Florida and its affiliates and Coke Florida Personnel (collectively, the "**Released Parties**") from, and covenants not to sue the Released Parties as a result of, all liability or responsibility whatsoever for any illness, injury, death, or any other type of damages, however caused, directly or indirectly, that may occur as a result of or relating to Consultant's or Consultant Personnel's access or exposure to Coke Florida property, equipment and/or Coke Florida Personnel, or otherwise in any way related to COVID-19, and including any damages resulting from COVID-19 or other illness arising or resulting from the alleged negligence of any third party or the Released Parties. Consultant further agrees, at its sole cost and expense, to defend, indemnify and hold harmless the Released Parties from and against all claims, allegations and lawsuits, including those made by Consultant Personnel, alleging illness, injury, death, or any other type of harm, loss, or damage, however caused, directly or indirectly, to have occurred as a result of or relating to Consultant's or Consultant Personnel's access or exposure to Coke Florida property, equipment and/or Coke Florida Personnel, or otherwise in any way related to COVID-19, and all resulting damages, losses, liabilities, settlements, judgments, costs and expenses of any kind, including, but not limited to, reasonable attorneys' fees and disbursements. This section will survive termination or expiration of the Agreement.

16. **INSURANCE.** Consultant will purchase with its own funds, and maintain throughout the Term of the Agreement (with a three (3) year tail following the termination or expiration of the Agreement), and cause its contractors, Subcontractors, sub-subcontractors, vendors and suppliers to purchase and maintain (with the same three (3) year tail), the minimum types and amounts of insurance set forth in Exhibit B to these Standard Terms and Conditions, incorporated herein by reference. Notwithstanding the foregoing, Coke Florida may request, and Consultant agrees to comply, that such minimum types and amounts of insurance set forth in Exhibit B be increased for a particular Order.

17. **DISPUTES.** This Agreement and any Order, and all matters arising directly or indirectly from the Agreement, any Order and the Work, including tort claims, will be governed by and construed in accordance with the laws of the State of Florida without giving effect to the conflicts of laws provisions or principles thereof. For any legal action, suit, claim or other proceeding arising out of or in any way connected with the Agreement, any Order or the Work, each of the parties to the Agreement consents to the exclusive jurisdiction and venue of the state and federal courts sitting in, or having principal jurisdiction over, Tampa, Hillsborough County, Florida. The parties in good faith will first attempt to settle any controversy or claim, arising out of or relating to the Agreement, any Order or the Work, by confidential non-binding mediation. Either party may institute a mediation proceeding by written request to the other party. Any such mediation proceeding will be conducted in Tampa, Florida in accordance with the then-current American Arbitration Association Arbitration and Mediation Rules and Procedures. Notwithstanding anything to the contrary in the Agreement, either party may seek from a court, in accordance with this section, any provisional remedy, including, without limitation, injunctive relief, that may be necessary to protect trademarks, copyrights, patents, confidentiality, non-competition or other rights or property pending the establishment or completion of the mediation proceeding. During the pendency of any claim, controversy or dispute, Consultant will continue to perform the Work as if the claim, controversy or dispute did not exist, unless otherwise directed in writing by Coke Florida, provided that Coke Florida has paid Consultant all undisputed amounts in accordance with the terms of the Agreement and the applicable Order. Except as otherwise set forth in an Order and/or the Agreement, both parties reserve all rights and remedies available under Applicable Law.

18. **SUSPENSION OF WORK.** Coke Florida may order Consultant, in writing, to suspend all or any part of the Work under an Order for such period of time as Coke Florida may determine to be appropriate for its convenience. If the performance of all or any part of the Work under an Order is suspended by Coke Florida pursuant to this section for an unreasonable period of time, an adjustment may be made for an increase in cost of performance under such Order necessarily caused by such suspension. An adjustment for an increase in cost shall require a Change Order for the affected Order, which shall be agreed to and signed by both parties; however, no adjustment will be made for any suspension to the extent that performance would have been suspended by any other cause, including the

fault or negligence of Consultant, a Subcontractor, or any other person or entity for whom Consultant is liable.

#### 19. WAIVER OF LIENS

- a. **Indemnity for Liens.** If a notice of lien, lien, or the like, alleging nonpayment should be recorded, filed or served upon Coke Florida or any property related to Work performed under the Agreement or an Order by a Subcontractor, Coke Florida will have the right to retain out of any payment to Consultant then due, or thereafter to become due, an amount sufficient to completely indemnify Coke Florida against said potential lien. In the event the lien should come to be perfected, Coke Florida may call upon Consultant to satisfy the lien and obtain its removal within ten (10) calendar days, and upon Consultant's failure to do so may pay the amount of the lien from the retained funds and, within thirty (30) calendar days thereafter, pay the balance, if any, less Coke Florida's expenses in the matter (including court costs and actual reasonable attorney's fees), to Consultant. Consultant specifically agrees in this event that Coke Florida may consider the amount of the lien as presumptively correct. In the event the lien is not perfected within the period of time set by law for the enforcement of liens, or within such extended time as the lienor may by law obtain, Coke Florida will pay to Consultant whatever sums were retained, without interest, less Coke Florida's expenses (including court costs and actual reasonable attorney's fees) in disproving the lien. Consultant will also be responsible for the discharge of any lien, or for the interest on any money deposited for the purpose of discharging any lien.
- b. **Discharge of Liens.** Consultant and Subcontractors will fully and promptly pay and discharge any and all commitments against any and all demands and claims that may or could ripen into liens or claims of liens on a site covered by an Order. Consultant will not at any time suffer or permit any lien, under the laws of the State of the Florida, to remain on record against such site. Such a lien, until it is removed, will preclude any payment and any and all claims or demands for any payment under or by virtue of the Agreement and/or any Order under the Agreement.
- c. **Releases.** Consultant will waive, and will have all Subcontractors waive, all liens with respect to any site covered by an Order, related improvements or alterations, and the land upon which such site or such improvements are situated upon satisfactory performance by Consultant and payment by Coke Florida for the Work under such Order. The foregoing will apply whether such liens are now existing or may hereafter arise for any labor or services performed or materials or equipment furnished under such Order. Consultant shall execute any and all waiver of lien forms as required herein. Contractor will further, and will further have all Subcontractors, provide Coke Florida with the following with every invoice payment, starting with the first invoice payment and ending with the final invoice payment under the Agreement: (a) a partial or final (as applicable) waiver of mechanic's lien. Any and all waiver of lien forms to be executed by Contractor or Subcontractors must be in compliance with Applicable Law and in a form acceptable to Coke Florida; and (b) a partial or final (as applicable) release in the forms substantially attached to these Standard Terms and Conditions as Exhibit C, incorporated herein by reference. The partial release will be in the amount of the last prior payment made by Coke Florida to Contractor and the final release in the full amount of all payments made by Coke Florida to Contractor under the Agreement.

**20. COMPLIANCE WITH RULES; COKE FLORIDA POLICIES.** All regulations and rules of Coke Florida that may be in effect, at the site where Work will be performed, regarding and including, but not limited to, safety, security, employment, passes, badges, smoking, fire prevention, signs and conduct on the property will be observed by Consultant, its Subcontractors and their employees, including but not limited to those regulations and rules set forth in the Agreement and the applicable Order.

Furthermore, Consultant agrees to supply each of its Subcontractors, agents and employees performing Work under any Order with a copy of **Coke Florida's** then-current Code of Business Conduct for Suppliers, a copy of which may be found at <https://cocacolaflorida.com/SupplierCOBC>, which is subject to change from time to time at **Coke Florida's** sole discretion, and which is hereby incorporated into the Agreement. Consultant will comply, and will ensure compliance by all of the aforementioned persons with the Code of Business Conduct for Suppliers and ensure such persons and Consultant do not take any action that might constitute a violation or breach of any provision of the Code of Business Conduct for Suppliers. By Consultant's execution of the Agreement, Consultant confirms that it has read and understood **Coke Florida's** Code of Business Conduct for Suppliers and consents to be bound.

**21. ANTI-BRIBERY.** This Agreement is contingent upon compliance with all Applicable Laws. As such, Consultant agrees that it will not, in connection with transactions contemplated in the Agreement or any Order, or in connection with any other business transactions involving Coke Florida, transfer anything of

value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. Consultant warrants that no money paid to Consultant as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of Applicable Laws. All agents or employees of Consultant who will be involved in representing Coke Florida must be identified in writing to Coke Florida and approved before they perform any actions on behalf of Coke Florida. Consultant warrants that none of the agents or employees of Consultant are government officials or close family members of government officials. Consultant further warrants that no payments will be made by Consultant on behalf of Coke Florida without obtaining prior approval from Coke Florida. A written accounting must be kept of all payments made by Consultant or its agents or employees on behalf of Coke Florida, or out of funds provided by Coke Florida. A copy of this accounting must be provided to Coke Florida upon request. At no time shall any payment be made by Consultant or its agents or employees to any undisclosed third party. Coke Florida reserves the right to audit Consultant's books and records in order to satisfy itself that Consultant is in compliance with the terms of the Agreement. Consultant agrees to provide prompt certification of its continuing compliance with Applicable Laws whenever requested by Coke Florida.

**22. SUPPLIER GUIDING PRINCIPLES.** Consultant will comply with the following Supplier Guiding Principles ("SGP"): (i) comply with all applicable child labor laws; (ii) not use forced, bonded, prison, military or compulsory labor; (iii) comply with all Applicable Laws on abuse of employees and will not physically abuse employees; (iv) comply with all Applicable Laws on freedom of association and collective bargaining; (v) comply with all applicable non-discrimination and equal opportunity laws; (vi) comply with all applicable wage and benefits laws; (vii) comply with all applicable work hours and overtime laws; (viii) comply with all applicable health and safety laws; (ix) comply with all applicable environmental laws; and (x) demonstrate compliance with these SGP at the request and to the reasonable satisfaction of Coke Florida. Coke Florida may utilize independent third parties to assess Consultant's compliance with these SGP. If Consultant at any time fails to uphold any aspect of these SGP requirements, Consultant is expected to promptly implement corrective actions. Coke Florida reserves the right to terminate the Agreement immediately without liability if Consultant cannot demonstrate that it is upholding the SGP requirements.

#### 23. WORK RULES; REMOVAL OF EMPLOYEES AND OTHERS.

Consultant's employees, agents, contractors, Subcontractors, sub-subcontractors, vendors, and suppliers will comply with all regulations and rules of Coke Florida that may be in effect at Coke Florida facilities, including, but not limited to, good manufacturing practices, Coca-Cola operating requirements ("KORE"), passes, badges, confidentiality obligations, smoking, sanitation, health, safety, environmental, security, fire prevention, signs and other rules and regulations set forth elsewhere in the Agreement, an Order or at the facility. In the event that Consultant's employee, agent, contractor, Subcontractor, sub-subcontractor, vendor or supplier is found not to comply with any facility regulations and rules, Coke Florida will notify Consultant of such fact and Consultant shall immediately remove said employee, agent, contractor, Subcontractor, sub-subcontractor, vendor or supplier. Consultant will indemnify, defend and hold Coke Florida harmless against any claims arising out of acts or omissions of its employees, agents, contractors, Subcontractors, sub-subcontractors, vendors or suppliers performing the Work at or on a Coke Florida facility.

If Consultant's employees, agents, contractors, Subcontractors, sub-subcontractors, vendors or suppliers are removed pursuant to this section, Consultant shall provide replacements reasonably acceptable to Coke Florida within five (5) business days of such removal. Coke Florida will be the sole judge as to performance capability. Any replacement employees, agents, contractors, Subcontractors, sub-subcontractors, vendors or suppliers will have substantially equivalent or better qualifications than the personnel being replaced. Unless otherwise agreed to in writing by Coke Florida, Consultant shall not remove or replace personnel provided hereunder. There will be no charge to Coke Florida for any replacement provided in accordance with this section while the replacement employees, agents, contractors, Subcontractors, sub-subcontractors, vendors or suppliers acquire the necessary orientation, which will not exceed five (5) business days.

Failure by Consultant to comply with the requirements of this section, including the failure to enforce the requirements on its employees, agents, contractors, Subcontractors, sub-subcontractors, vendors and suppliers, shall be considered a material breach of the Agreement and cause for temporary termination of performance, work stoppage, removal of personnel from Coke Florida's facility and/or the Project, and/or termination of the Agreement by Coke Florida.

#### 24. TERMINATION.

- a. **Termination.** This Agreement, any Order and/or any Work may be terminated by Coke Florida: (i) upon any breach by Consultant that is not cured within ten (10) calendar days after Consultant's receipt of written notice of such breach, or (ii) without cause or reason by Coke Florida with thirty (30) calendar days' written notice to

Consultant. In the event a breach by Consultant, by its nature, is not reasonably capable of cure, Coke Florida may terminate the Agreement, any Order and/or any Work immediately upon written notice to Consultant.

- b. **Consultant's Obligations.** Upon receipt of a notice of termination, Consultant will: (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) return to Coke Florida copies of all Deliverables, Intellectual Property, data, drawings, specifications, reports, estimates, summaries, Coke Florida Confidential Information and such other information and materials as may have been accumulated by Consultant in performing the affected Order and/or the Agreement whether completed or in process; (iii) deliver to Coke Florida all work in progress, including incomplete work; and (iv) assign to Coke Florida any subcontracts or sub-subcontracts, purchase orders or other agreements that Coke Florida requests.
- c. **Assurance of Performance.** In the event Consultant fails to perform when due any delivery and/or Work required by the Agreement or any Order, or Coke Florida in good faith has any other reason to question Consultant's intent or ability to perform, Coke Florida may, at its sole election, demand adequate assurance of performance, including that Consultant furnish a performance bond or letter of credit, conditioned to indemnify Coke Florida for any loss Coke Florida may sustain by failure of Consultant to perform its obligations. In the event Consultant fails to comply with such demand within ten (10) business days thereafter, Coke Florida may treat this failure as a breach of the Agreement and/or the applicable Order.
- d. **Rights after Termination for Convenience.** In the case of termination for convenience, Coke Florida will have no liability to Consultant, except to pay for authorized Work performed by Consultant up to the effective date of termination and any additional Work separately authorized in writing by Coke Florida.
- e. **Rights after Termination for Breach.** If the termination is due to the breach by Consultant, Coke Florida may take over the Work and/or Project and prosecute the same to completion by contract or otherwise and Coke Florida will be compensated by Consultant for any losses or costs it incurs by virtue of such termination.
- f. **Continuing Obligations.** Upon termination for any reason, Coke Florida may allow Consultant to continue to perform its obligations for a specified period of time, and to accrue and accumulate, or set-off as set forth above, against periodic or final payments otherwise due Consultant for all damages suffered by Coke Florida for which Consultant may be held liable. All obligations of Consultant under the Agreement and each Order with respect to the Work, including but not limited to all warranties, guarantees and indemnities, will apply to all Work completed or partially completed by Consultant prior to a termination by Coke Florida. Termination will not abrogate any of the provisions of the Agreement or an Order for the resolution of disputes. Any termination by Coke Florida or payments to Consultant will be without prejudice to any claims or legal remedies Coke Florida may have against Consultant for any cause.
- g. **Conversion of Breach Termination.** Upon a determination by litigation that a termination of the Agreement, other than a termination for convenience, under this section was wrongful for any reason, such termination will automatically be deemed converted to a convenience termination under this section, and Consultant's remedy for such wrongful termination will be limited to the recoveries specified under Section 21.5 for Rights after Termination for Convenience.
- h. **Cross-Default.** Consultant agrees that a default or breach of any other agreement or Order between Consultant and Coke Florida pertaining to the Work or any other services will be and constitute a breach under the applicable Order and the Agreement, thereby enabling Coke Florida to assert all its rights and remedies hereunder, including but not limited to a specific right of set-off by Coke Florida against any amounts otherwise payable to Consultant under the Agreement, an Order or any other agreement between Consultant and Coke Florida.
- i. **Consultant's Right to Terminate.** Consultant may terminate an Order and/or the Agreement, in whole or in part, at any time because of a breach of the Agreement by Coke Florida, after providing thirty (30) days' written notice to Coke Florida, if Coke Florida has not remedied such breach within said thirty- (30-) day cure period.
- j. **Reservation of Rights.** The parties' rights under this section will be in addition to all other rights and remedies they may have under the Agreement, an Order, at law or in equity.

**25. FORCE MAJEURE AND EXTENSIONS OF TIME.** Neither party will be liable to the other for any delay or failure to perform fully where such delay or failure is caused by acts of God, acts of public enemy, natural or other disasters (such as fires, floods, explosions, violent storms, hurricanes, earthquakes, volcanic eruptions, tidal waves, storm tides, floods, and destruction by lightning), epidemic or pandemic diseases and illnesses, declared national or regional emergency, other catastrophic events, civil disturbances, martial law, blockade, embargo, acts of a sovereign nation or any state or political subdivision, or an impediment beyond a party's reasonable control, and renders performance commercially impracticable as defined under the Uniform Commercial Code (but for the avoidance of doubt, not including acts related to Consultant's supply chain, labor issues or shortages, economic hardship or changes in market conditions) (each, a "Force Majeure Event"). In the event of such a failure or delay in performance by Consultant resulting from a Force Majeure Event, Coke Florida may, at its sole discretion, reject any partial or future performance by Consultant upon giving reasonable notice in writing to Consultant, and the Agreement and/or Order (as specified by Coke Florida) will thereupon be terminated and neither party will be liable to the other hereunder except as to Work provided up until the date of termination. Whenever any Force Majeure Event delays or prevents full and timely performance or provision of any Work, or threatens to, Consultant will promptly give notice to Coke Florida of such Force Majeure Event and its expected duration, and will take all reasonable steps to recommence performance of its obligations as soon as possible.

## 26. MISCELLANEOUS PROVISIONS.

- a. **Modification.** No modification to an Order and/or the Agreement will have effect unless in writing and signed by an authorized representative of each party to the Agreement.
- a. **Waiver.** Failure of any party to assert a right under an Order and/or the Agreement will not be construed as a waiver of such right. Any waiver of an Order and/or the Agreement must be in writing and signed by the authorized representative of the waiving party.
- b. **Governing Law.** This Agreement will be governed in all respects by the Laws of the State of Florida both as to interpretation and to performance, without giving effect to its conflict of laws provisions or principles thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.
- c. **Assignment.** Neither party hereto may assign its interest nor obligations hereunder or under an Order, in whole or in part, without the prior written consent of the other; provided, however, that Coke Florida may freely assign its interest or obligations hereunder to any parent, affiliate or subsidiary company of Coke Florida.
- d. **Notices.** The parties agree that all communications regarding to the day-to-day performance of the Work will be exchanged between Coke Florida's and Consultant's representatives on their respective Project(s) (as indicated in each Order). However, if any formal or legal notices are permitted or required under the Agreement, then such notices will be in writing and will be deemed duly given when actually received by the recipient(s) shown below. Any such notice may be sent by recognized courier service, mail, or electronic mail and will be addressed to the recipients as set forth below:  
To Coke Florida:  
Coca-Cola Beverages Florida, LLC  
10117 Princess Palm Avenue, Suite 100  
Tampa, Florida 33610  
Attn: Thomas Benford, President and Chief Operating Officer, tbenford@cocacolaflorida.com  
with a copy to: Deborah Pond, Senior Vice President, General Counsel, at the address above, dpond@cocacolaflorida.com  
To Consultant:  
To the person and address listed in Consultant's signature block of the Agreement.
- e. **Severability.** Each provision of any Order and the Agreement is severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision of any Order or the Agreement.
- f. **Headings.** The headings, titles, and captions in the Agreement and any Order are for ease of reference only and will not be used to interpret the meaning, intent, or scope of any provision of the Agreement or any Order.
- g. **Independent Contractor.** Work performed by Consultant will be in the capacity of an independent contractor and not as an agent, representative, or joint venture partner of the Coke Florida. Consultant will not enter into any contract or commitment on Coke Florida's behalf and will be solely responsible for making all payments to and on behalf of its employees and its contractors, including those required by law.

- h. Exhibits. Any and all Exhibits attached or referred to in the Agreement or in an Order are incorporated herein by reference and are made a part of the Agreement.
- i. Order of Precedence. The following order of precedence will govern in the event of conflict between the documents of the Agreement: (i) Sections 1 through 26 hereof and Sections 1 through 4 of the Agreement; (b) Exhibits to these Standard Terms and Conditions; (c) the applicable Order; and (d) Project Documents.
- j. Survival. Notwithstanding expiration or termination of the Agreement, or completion or termination of any Work performed under the Agreement, the parties hereto shall continue to be bound by the provisions of the Agreement that, by their nature, shall survive such expiration, termination or completion, including, without limitation, provisions relating to representations and warranties, insurance, termination, independent contractor, Subcontractors, remedies, status, notices, defense and indemnification, confidentiality, Intellectual Property, publicity, non-defamation, miscellaneous provisions and use of Coke Florida's name.
- k. Counterparts. This Agreement and each Order may be executed in counterparts and by facsimile or electronically transmitted signatures, each of which when so executed will be deemed an original, and all of which together shall constitute one and the same instrument.
- l. Authorization: Party Representatives. Coke Florida and Consultant each represent that (i) they each have full authority to enter into and perform the Agreement and each Order, and (ii) the individuals executing the Agreement and each Order on behalf of each party have the full and complete authority to do so. Each party shall designate one or more of its personnel to act as its business representative in dealing with the other party hereunder. However, Consultant acknowledges and agrees that such designated personnel of Coke Florida is not authorized to: (a) execute or sign agreements, contracts, amendments or other documents on behalf of Coke Florida (other than delivery acknowledgements or other similar documents in the normal daily course of business operations), (b) agree to anything contrary to the terms and conditions of the Agreement, an Order and/or other written agreement executed between the parties, or (c) make any agreements pertaining to indemnification and/or liability and/or that otherwise bind Coke Florida to any obligations to Consultant and/or third parties.

**EXHIBIT A TO STANDARD TERMS AND CONDITIONS**

**ASSIGNMENT OF INTELLECTUAL PROPERTY AND NON-DISCLOSURE AGREEMENT**

In consideration of the disclosure of Confidential Information of Coca-Cola Beverages Florida, LLC (“**Coke Florida**”) and the compensation paid by Coke Florida to \_\_\_\_\_ (“**Consultant**”) under the Master Agreement for Engineering Design Services (“**Master Agreement**”) between Coke Florida and Consultant, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

In this Assignment of Intellectual Property and Non-Disclosure Agreement (“**Individual Supplier Agreement**”), “**Intellectual Property**” means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs, including all documentation, related listings, design specifications and flowcharts; trade secrets; and any inventions, including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

The undersigned (“**Individual Supplier**”) hereby assigns to Coke Florida all right, title and interest to all Intellectual Property created by Individual Supplier arising out of or utilized in its Work to Coke Florida, and the ownership of the same will be vested solely in Coke Florida. In respect of copyrights, this assignment will be effective for the entire duration of the copyrights and will include, but not be limited to, all rights to derivative works. Individual Supplier waives all rights of attribution and integrity for specific works created by Individual Supplier under the Master Agreement and/or any Order in respect of all marketing, advertising and commercial uses thereof.

Individual Supplier acknowledges that this Individual Supplier Agreement creates a confidential relationship between Individual Supplier and Coke Florida that is the basis on which Individual Supplier will provide to Coke Florida the Work specified in the Master Agreement and/or any Order. Coke Florida has

disclosed, and may in the future disclose, commercially valuable, proprietary, confidential information pertaining to the Work and equipment provided for in the Master Agreement. Such information is proprietary to Coke Florida or has been disclosed to Coke Florida in confidence by a third party. Such third-party information may include source code. Such information contains trade secrets of Coke Florida or such third party. Individual Supplier will hold such information in strict confidence and will not disclose such information to any third party without Coke Florida’s prior written consent. The third parties referred to above will be third-party beneficiaries of this Individual Supplier Agreement. This secrecy obligation will not apply to information that is or becomes generally available to the public as a matter of record other than as a result of a breach of this Individual Supplier Agreement by Individual Supplier.

Individual Supplier will safeguard all materials, whether written or otherwise, that Coke Florida supplies to it, will not copy or duplicate such materials without Coke Florida’s prior written consent, and will return such materials to Coke Florida upon completion of the Work hereunder or upon Coke Florida’s request.

In the event of a breach or threatened breach of the foregoing provisions, damages to be suffered by Coke Florida will not be fully compensable in money damages alone. Coke Florida or the third-party Coke Florida of the confidential information will, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

\_\_\_\_\_  
Individual Supplier

\_\_\_\_\_  
Date



**EXHIBIT B TO STANDARD TERMS AND CONDITIONS**

**CONSULTANT'S INSURANCE REQUIREMENTS**

Consultant will acquire and maintain, at its own cost and expense, and cause any contractors, subcontractors, sub-subcontractors, vendors and suppliers, to acquire and maintain, during the Term of the Agreement, with carriers having an A.M. Best Rating of A-VII or better, sufficient insurance to adequately protect the respective interests of the parties. Specifically, Consultant must carry, and cause any contractors, subcontractors, sub-subcontractors, vendors and suppliers to carry, the following minimum types and amounts of insurance on an occurrence basis or, in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims made basis with a three (3) year tail following the termination or expiration of the Agreement:

- a. *Commercial General Liability Insurance:* Commercial General Liability Insurance, including, but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury and advertising injury and liability assumed under an insured contract in the minimum amount of \$10,000,000 per occurrence, \$10,000,000 general aggregate and \$10,000,000 products/completed operations (with at least \$1,000,000 of those amounts being primary, and the remaining \$9,000,000 being a combination of primary, excess and/or umbrella coverages);
- b. *Statutory Workers' Compensation Insurance:* Workers' Compensation Insurance covering all Consultant employees, contractors, subcontractors, sub-subcontractors, vendors and suppliers who Consultant uses or provides to perform Work for Coke Florida, in addition to any additional Workers' Compensation Insurance coverage required by Applicable Laws, and Employer's Liability Insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the state(s) or country(ies) where the Work is to be performed. The policies will include an alternate employer endorsement providing coverage in the event any employee or contractor, subcontractor, sub-subcontractor, vendor or supplier who Consultant uses or provides to perform Work for Coke Florida sustains a compensable accidental injury while on work assignment for the Work provided hereunder. Insurer for Consultant will be responsible for the Workers' Compensation benefits due such injured individual;
- c. *Commercial Automobile Liability Insurance:* If an automobile is used by Consultant in connection with the performance of its obligations under the Agreement or under an Order, then Commercial Automobile Liability Insurance is required for any owned, non-owned, hired or borrowed automobile used in the performance of Consultant's obligations under the Agreement or under an Order in the minimum amount of \$2,000,000 combined single limit;
- d. *Professional Liability / Errors and Omissions ("E&O") Liability Insurance:* Professional Liability / E&O Liability Insurance in the minimum amount of \$5,000,000 each claim and in the aggregate protecting Coke Florida against Consultant's professional negligence, failure to perform professional duties and breach of contractual obligations under the Agreement or under an Order (with certification there is no security breach or unauthorized use exclusion on this policy);
- e. *Media Liability Insurance:* If Consultant is creating content or any intellectual property for Coke Florida or providing similar services as a publisher, broadcaster, or other media-related services, then Media Liability Insurance is required in the minimum amount of \$5,000,000 each claim and in the aggregate including, but not limited to, protection against liability for "electronic and non-electronic" activities regardless of where the claim is made, including coverage for multimedia activities, content, disclosure or unauthorized use of intellectual property, unauthorized disclosure of personal data, unfair competition and false advertising;
- f. *Cyber Liability Insurance:* If Consultant is hosting or storing any of Coke Florida's data or providing custom code or a web application Work for Coke Florida, or if Consultant has access to any part of Coke Florida's computer network or confidential data storage, then Network Security/Privacy Liability (Cyber Liability) Insurance is required in the minimum amount of \$5,000,000 each claim and in the aggregate, including, but not limited to, protection of private or confidential information, whether electronic or non-electronic; network security and privacy liability; protection against liability for systems attacks; denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use, including regulatory action expenses;

- g. *Crime Insurance:* If Consultant may have direct access to cash, checks, financial instruments, financial resources, or any other items of value belonging to Coke Florida, then Fidelity/Crime/Employee Dishonesty Insurance is required in the minimum amount of \$1,000,000 per occurrence. Coverage will include blanket coverage for Employee Dishonesty and Computer Fraud with a third-party coverage extension for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Consultant, acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control. The definition of employee on Consultant's Crime Insurance policy must be endorsed to include "designated agents," thereby including coverage for agents, persons, partnerships, or corporations that may also perform duties in connection with Consultant's performance of its obligation under the Agreement or under an Order;
- h. *Property Insurance:* If Consultant is using its own property or the property of Coke Florida in connection with the performance of its obligations under the Agreement or under an Order, then Property insurance is required on an "All Risk" basis with replacement cost coverage for property and equipment of others in the care, custody, and control of Consultant, and includes Coke Florida as a loss payee;
- i. *Employment Practices Liability, including Third Party Liability Insurance:* If Consultant is assigning its employees to work on Coke Florida's premises, then Employment Practices Liability Insurance is required, including third party liability in the minimum amount of \$1,000,000 each claim and \$1,000,000 in the aggregate;
- j. *Environmental Pollution Insurance:* If Consultant is handling, generating, storing, transporting or disposing of any hazardous materials or environmental pollutants, then Environmental Pollution Liability Insurance is required, correlated to the type of contract and scope of work in amounts and types sufficient to cover any exposure related to any environmental pollutants or hazardous materials stored, generated, handled, transported or disposed of by Consultant, its agents or employees in conjunction with the Work provided pursuant to the Agreement or under an Order, in the minimum amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance will include Environmental Impairment Liability, Contractor's Environmental Liability, and/or Professional Liability, as required depending on the nature of the Consultant's Work. If Consultant is handling, generating, storing, transporting or disposing of any environmental pollutants or hazardous materials at any of Coke Florida's sites, then Environmental Impairment Liability Insurance is also required, covering at least statutory clean-up expenses, bodily injury, property damage, third-party claims and legal expenses resulting from contamination and/or pollution incidents in the amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate;
- k. *Motor Truck Cargo Insurance:* If the Consultant provides for-hire trucking services, covering risks and losses to cargo such as fire, collision, theft, water damage, equipment failure, and refrigeration breakdown, then Motor Truck Cargo Insurance is required in the minimum amount of \$1,000,000 per vehicle and \$1,000,000 per occurrence, including coverage for Property Unloaded at the Terminal or Ocean Marine Coverage in the minimum amount of \$1,000,000 per conveyance;
- l. *Warehouse Operators Legal Liability Insurance:* If Consultant stores Coke Florida's property for a fee, then Warehouse's Operators Legal Liability Insurance is required providing a safeguard against at least inventory loss or damage due to facility maintenance issues or gross negligence on the part of Consultant, in the minimum amount of \$1,000,000 per occurrence;
- m. *Excess/Umbrella Liability Insurance:* Excess and/or Umbrella Liability Insurance providing coverage over the above Commercial General Liability primary coverage satisfying the requirements as set forth in subsection (a) above, and Commercial Auto Liability policies such that the minimum amount of a combined primary general liability and excess/umbrella liability limit, and combined Commercial Auto Liability and excess/umbrella liability amount is \$10,000,000 per occurrence and in the aggregate.

The above limits can be achieved by a combination of primary and umbrella/excess policies.

The coverage territory for the stipulated insurance will be on a worldwide basis.

Coke Florida, its parents, subsidiaries, affiliates, and each of their members, managers, directors, officers, employees, partners, customers and agents will be included as an "Additional Insured" on Consultant's Commercial General Liability and Commercial Auto Liability policies listed above, and, if applicable, will be included as a "Loss Payee" on Consultant's Crime and Property policies, and will be evidenced on a Certificate of Insurance.

Prior to the execution of the Agreement or seven (7) days prior to the start of Work under the Agreement and annually upon the anniversary date(s) of the insurance policy's renewal date(s), Consultant will furnish Coke Florida with a Certificate of Insurance evidencing the insurance coverages and terms set forth in the Agreement or under an Order. Coke Florida will have the right, but not the obligation, to prohibit Consultant or any agents or contractors, subcontractors, sub-subcontractors, vendors or suppliers from providing Work under the Agreement or under an Order until evidence that the insurance has been placed in complete compliance with these requirements is received and approved by Coke Florida.

Consultant will provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change or reduction in coverage. Consultant's insurance as outlined above will be primary and non-contributory coverage.

Consultant, its contractors, subcontractors and any sub-subcontractors, vendors and suppliers will cause their insurance companies to waive their right of recovery against Coke Florida.

Consultant will be solely responsible for any deductible or self-insured retention. The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Coke Florida, and failure to request evidence of this insurance will not be construed as a waiver of Consultant's obligation to provide the insurance specified.

Consultant will immediately advise Coke Florida of any claim made against Consultant that pertains to the Agreement. Both Consultant and Coke Florida will cooperate in any claim investigation.

**EXHIBIT C TO STANDARD TERMS AND CONDITIONS**

**RELEASES**

**PARTIAL RELEASE**

Order: \_\_\_\_\_

THE UNDERSIGNED, Lienor/Claimant, as an inducement to payment in the amount of \_\_\_\_\_ by Coca-Cola Beverages Florida, LLC (“Coke Florida”), the value, receipt and sufficiency of which being hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever, waive, relinquish, release and forever discharge Coke Florida and any of its sureties under any applicable surety bond, and does hereby waive, release and forever discharge the following described real property, to wit: \_\_\_\_\_ (“the property”), from any claim, demand, lien, claim of lien, right of lien, and causes of action at law or equity of any kind whatsoever of Lienor/Claimant, specifically including, but not limited to, the rights contemplated by the applicable lien laws of the State of Florida, arising out of or by reason of Lienor/Claimant having, directly or indirectly, furnished labor, materials, and/or supplies incorporated or to be incorporated into the property.

Lienor/Claimant further represents that all architects, engineers, laborers, materialmen, suppliers, subcontractors, and sub-subcontractors supplying labor, materials and/or supplies to or through Lienor/Claimant from the beginning of the project through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount of the reverse side hereof.

Lienor/Claimant by virtue of its signature hereby designates the scope of this Release to be as follows:  
This release is a partial release for the Project but it is full, final and complete for all labor, materials and/or supplies furnished represented by all previous payments including the above-referenced payment received by Lienor/Claimant through and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), whether or not their reasonable value is represented by any amount paid heretofore and paid hereunder.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of Lienor/Claimant.

Executed by Lienor/Claimant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LIENOR/CLAIMANT:

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of \_\_\_\_\_ who is:  
\_\_\_\_ an Individual  
\_\_\_\_ an authorized representative of Lienor/Claimant  
\_\_\_\_ an Agent/Other  
\_\_\_\_ Personally Known to Me

Type of Identification \_\_\_\_\_  
and who executed the within freely and voluntarily for the purposes therein recited.

NOTARY PUBLIC (SEAL)

\_\_\_\_\_  
(Print Name)  
My Commission Expires:  
My Commission Number:

FINAL RELEASE

Order: \_\_\_\_\_

THE UNDERSIGNED Lienor/Claimant, as an inducement to payment in the amount of \$ \_\_\_\_\_ by Coca-Cola Beverages Florida, LLC (“Coke Florida”), the value, receipt and sufficiency of which is hereby acknowledged, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, freely, knowingly, intentionally and without any undue influence whatsoever waive, relinquish, release and forever discharge Coke Florida and any of its sureties under any applicable surety bond, and does hereby waive, release and forever discharge any and all rights against the following described real property, to-wit: \_\_\_\_\_ (the “Property”) from any claim, demand, and causes of action at law or equity of any kind whatsoever of Lienor/Claimant, specifically including, but not limited to, the rights contemplated by the applicable lien laws of the State of the Project site, arising out of or by reason of Lienor/Claimant having furnished labor, materials, and/or supplies incorporated or to be incorporated into the Property pursuant to a contract with Consultant.

Lienor/Claimant further represents that all laborers, materialmen, suppliers, Subcontractors and Subcontractors supplying labor, materials and/or supplies to or through Lienor/Claimant from the beginning of the project through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount on the reverse side hereof.

This Release is full, final and complete for all labor, materials and/or supplies ever furnished or to be furnished to this Project, whether or not their reasonable value is represented by any amount paid heretofore or paid hereunder. The Effective Date of this Final Release for Project will be the date of execution of this Release.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges authorization and authority to execute this instrument on behalf of Lienor/Claimant.

Executed by Lienor/Claimant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LIENOR/CLAIMANT:

\_\_\_\_\_  
(SEAL)  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing was sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_ of \_\_\_\_\_ who is:  
\_\_\_\_ an Individual  
\_\_\_\_ an authorized representative of Lienor/Claimant  
\_\_\_\_ an Agent/Other  
\_\_\_\_ Personally Known to Me

Type of Identification \_\_\_\_\_  
and who executed the within freely and voluntarily for the purposes therein recited.

NOTARY PUBLIC (SEAL)

\_\_\_\_\_  
(Print Name)  
My Commission Expires:  
My Commission Number: