

EDGE PUBLIC, LLC

SUPPLIER ADMINISTRATION AGREEMENT

This **SUPPLIER ADMINISTRATION AGREEMENT** ("**Agreement**") is made this 6th day of July 2026, (the "**Effective Date**") by and between Edge Public LLC ("**Edge Public**"), a Florida Limited Liability Company with a principal place of business located at 1005 Lake Ave, Lake Worth FL 33460, and CORE Construction ("**Supplier**"), a Texas corporation with a principal place of business located at 6320 Research Rd, Frisco, TX 75033.

Each of Edge Public and Supplier shall be referred to herein as a "**Party**" and together, as the "**Parties**". Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in that certain Master Agreement, as defined below.

WHEREAS, Supplier provides products and/or services eligible for inclusion in those offered for use through Edge Public's commitment to public sector purchasing opportunities and wishes to collaborate with Edge Public to increase the availability of its offerings to eligible public entities.

WHEREAS, Edge Public is a cooperative purchasing organization that serves public agencies and other eligible entities and facilitates the procurement of goods and services through cooperative efforts with suppliers such as Supplier.

WHEREAS, Supplier has been granted a Master Agreement award (the "**Master Agreement**") effective June 30, 2026, under RFP AFI-2026122 with Alliance for Innovation (AFI) (the "**Lead Contracting Agency**") Job Order Contracting (JOC) — Construction, Renovation, and Facilities Services (the "**Product**"), as per the terms set forth therein and outlined in the RFP.

WHEREAS, the Master Agreement allows public, state, local governmental entities, academic institutions, and non-profit agencies ("**Public Agencies**") to purchase the Product at established prices through registration [the Lead Public Agency].

WHEREAS, Edge Public has the desire and ability to market the Master Agreement to Public Agencies on behalf of the Supplier.

WHEREAS, Edge Public and Supplier wish to make the Master Agreement available to Public Agencies and define their relationship's terms.

NOW, THEREFORE, in consideration for the mutual covenants, agreements and other good and valuable consideration, the receipt and sufficiency thereof which are hereby acknowledged by the Parties, Edge Public and the Supplier agree as follows:

- 1) **Purpose:** This Agreement sets forth the terms and conditions under which the Parties will collaborate to market opportunities to [eligible] Public Agencies to procure the Product from Supplier by registration with Edge Public and in compliance with the Master Agreement.
- 2) **Agreement Term:** This Agreement shall be in effect from upon execution, and shall remain in effect for a period of five (5) years (such period the "Initial Term") through June 30, 2031. If neither Party provides written notice of its intent to terminate this Agreement at least forty-five (45) days' prior to the end of the Initial Term or any Renewal Term (as defined herein), then this Agreement will continue for one (2) year term (each, as Renewal Term") with up to two (2) additional one-year renewal options.

In any event, this Agreement shall terminate immediately upon termination of the Master Agreement.

3) Terms and Conditions:

- i) The Parties agree that unless expressly modified or superseded herein, the terms and conditions of the Master Agreement are incorporated by reference, which the Parties further acknowledges means that, among other provisions contained therein, all Supplier's commitments in the solicitation and its response that resulted in the Master Agreement are integrated herein.
- ii) The Parties further agree that Edge Public shall have all rights, privileges, and indemnifications granted to the Lead Public Agency by the Supplier in the Master Agreement. These rights extend to Edge Public, its employees, officers, directors owners, managers agents, and employees, and shall include all insurance obligations.

4) Edge Public Responsibilities:

- i) Edge Public shall market the opportunities presented pursuant to the Master Agreement, including by promoting the Product procurement opportunity through various channels, including in person and event-based marketing events in collaboration with Supplier.
- ii) Edge Public shall also monitor the overall compliance with this Agreement to ensure that all activities are being conducted in accordance with the Master Agreement.
- iii) Edge Public shall create an onboarding process for Public Agencies who wish to participate in the offerings under the Master Agreement.
- iv) Edge Public shall develop and maintain relationships with:
 - (a) Supplier personnel and learn the scope of the Product and the offerings of Supplier
 - (b) Lead Public Agency to assist in learning the goals, challenges and objectives of such agency and the overall goals of the local and regional Public Agencies that may wish to participate in obtaining the Products.
 - (c) Public Agencies to facilitate interest and understanding in participating in the programming made available through the Lead Public Agency and Edge Public.
- v) Edge Public is **not** responsible for:
 - (a) Placement of any actual of any orders by Lead Public or Public Agencies; the Parties acknowledge and agreement that Edge Public is not a dealer nor agent of the Supplier, Lead Public Agency, nor Public Agencies. Edge Public guarantees no minimum purchases.
 - (b) Supplier's performance or lack thereof, under the Master Agreement.

5) Supplier Responsibilities:

- i) Supplier must, from the Effective Date forward, provide marketing support to Edge Public (as is set out in the Solicitation). This support must include but not limited to : digital assets, co-branded materials, purl's or other online ordering mechanism, training with Supplier's Sales and Marketing Team, Placement of Edge Public "flag" at applicable trade shows and conferences.

- ii) Supplier shall also provide technical support and training to Edge Public personnel to assist in Edge Public understanding and marketing capabilities with respect to the Products and the programming under which such are offered by Supplier.
- iii) Supplier shall provide feedback on no less than a monthly basis, regarding how the processes and procedures implemented by Edge Public are working.
- iv) Supplier shall provide monthly high-level sales reporting and quarterly detailed reports of all sales. See Exhibit 1.
- v) Supplier must adhere to the terms conditions and performance criteria of the Master Agreement and perform at or above expectation for all customers serviced under the terms of this Agreement and the Master Agreement, including but not limited to any volume commitments made by Supplier, fill rates and on time delivery terms.
- vi) Supplier shall provide any needed training to Public Agencies who participate in the Master Agreement.
- vii) Supplier must maintain all necessary certifications, licenses and registrations and file all necessary materials to remain in good standing within the industry and for the Products which it supplies.
- viii) Supplier shall operate its business in compliance with all applicable laws, regulations and ordinances, and is and take all steps necessary to remain in good standing in the jurisdictions in which it operates.
- ix) Supplier shall manage all orders, and monitor all sales, deliveries, rejections and returns. Supplier agrees and acknowledges that all such activities are its responsibility (including if it subtracts any portion thereof to third parties for completion), and not that of Edge Public.
- x) Supplier shall be responsible invoicing and collections on sales of the Products and the accrual of the Admin Fee (as defined below). Such Admin Fee shall be remitted to Edge Public on a quarterly basis, within thirty days of the end of the previous quarter and shall be accompanied by a report detailing how the quarterly Admin Fee payment has been calculated.

6) Mutual Responsibilities:

- i) Edge Public and Supplier will promote the Master Agreement to Public Agencies and will require that such Public Agencies complete all onboarding processes required by Edge Public including submission of any participation onboarding documentation prior to having access to the procurement opportunities made available under the Master Agreement.
- ii) Branding and Logos: All marketing materials and publications using company logo, tagline, images, etc. be reviewed and approved by both parties prior to publication.
- iii) The Parties will create joint advertisements, webinars or other presentations to promote the Master Agreement to the target audience. All such materials will be jointly approved by the Parties.
- iv) Edge Public and Supplier will work together to devise new directions in which to promote Suppliers products or services.

7) Edge Public Administrative Fee:

- i) Edge Public shall receive an administrative fee (the “Admin Fee”) of one-half of one percent (0.5%) of all paid purchases and services.

8) Termination for Convenience

- i) Either party may terminate this Agreement, in whole or in part, for any reason or no reason,

by providing the other party with three hundred sixty-five (365) days' prior written notice. Such termination shall become effective on the 365th day following receipt of the written notice, unless otherwise agreed in writing by the parties. Upon such termination, neither party shall have any further obligation under this Agreement except for obligations accruing prior to the effective date of termination and those which, by their nature, survive termination.

9) Effect for Cause:

- i) **Termination:** Either Party may terminate this Agreement in the event of a material breach by the other party, subject to the cure provisions set forth herein. A "material breach" shall be defined as a failure to perform an essential obligation under this Agreement, which includes but is not limited to the following:
 - (a) Failure to Remit Admin Fees: If Supplier fails to timely remit the correct Admin Fees or the supporting documentation needed to verify such calculations within the timeframes specified in this Agreement;
 - (b) Failure to Comply with Terms of Supply: If Supplier fails to provide the agreed minimum volumes of Product, or fails to meet any other key provision relating to the supply to Public Agencies,
 - (c) Material Breach (or termination) of the Master Agreement
 - (d) Material breach of any obligation of a Party hereunder.
- ii) **Cure Period:** If any material breach occurs by either Party, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within that time period, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.
- iii) **Effect of Termination:** Upon termination of this Agreement, neither Party shall have any additional obligations to each other, other than to remit amounts accrued but not yet paid, and any obligations which survive termination. All marketing efforts shall cease and neither Party shall have the right to present any co-marketing materials or presentations. All printed materials, if any, that either Party has in their possession shall be destroyed and shall be prohibited from further use.

10) Indemnification By Supplier:

- i) Supplier agrees to fully indemnify, defend, and hold harmless Edge Public, its affiliates, directors, officers, employees, agents, and representatives (collectively, the "Edge Public Indemnified Parties") from and against any and all losses, claims, damages, liabilities, expenses, costs, judgments, and fees (including reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with:
 - (a) Any breach by Supplier of any provision of this Agreement or the Master Agreement, including but not limited to any representation, warranty, or covenant made by Supplier herein;
 - (b) Any negligence, willful misconduct, or unlawful acts of Supplier in the performance of this Agreement or the Master Agreement;
 - (c) Any defect, failure, or issue arising from the Supplier's products, including but not limited to any claims related to product defects, injuries, damages, or intellectual property infringement resulting from the storage, use or sale of the Supplier's products;
 - (d) Any violation of applicable laws, regulations, or industry standards by Supplier in connection with the performance of this Agreement.

- ii) Supplier shall, at its sole cost and expense, defend any and all claims, suits, or actions brought against any Indemnified Party that are subject to indemnification under this provision. Edge Public shall cooperate fully with Supplier in the defense of any such claims, suits, or actions, and may, at its own expense, participate in such defense with counsel of its choosing.
- iii) Nothing in this Agreement shall be construed to limit or waive Supplier's indemnification obligations with respect to Losses arising from Supplier's breach, negligence, misconduct, or defective products, even if such Losses exceed the amounts payable under any insurance policies held by Supplier.
- iv) Except for the third-party indemnification noted herein, the maximum amount of liability to which supplier may be held accountable shall not exceed the total amount of Admin Fees received by Edge Public in the 12 months preceding the claim which gave rise to such liability. Except for the third-party indemnification noted herein, UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR MASTER AGREEMENT, EVEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

11) Indemnification By Edge Public

- i) Edge Public agrees to fully indemnify, defend, and hold harmless the Supplier, its affiliates, directors, officers, employees, agents, and representatives (collectively, the "Supplier Indemnified Parties") from and against any and all Losses arising out of or in connection with:
 - (a) Any breach by Edge Public of any provision of this Agreement, including any representation, warranty or covenant made by Edge Public herein;
 - (b) Any negligence, willful misconduct or unlawful acts of Edge Public in its performance of its obligations hereunder; or
 - (c) Any violation of applicable laws, regulations or industry standards by Edge Public in connection with its performance of its obligations hereunder.
- ii) Edge Public shall, at its sole cost and expense, defend any and all claims, suits, or actions brought against any Supplier Indemnified Party that are subject to indemnification under this provision. Supplier shall cooperate fully with Edge Public in the defense of any such claims, suits, or actions, and may, at its own expense, participate in such defense with counsel of its choosing.
- iii) Limitations of Liability: The maximum amount of liability to which Edge Public may be held accountable shall not exceed the total amount of Admin Fees received by Edge Public in the 12 months preceding the claim which gave rise to such liability. UNDER NO CIRCUMSTANCES SHALL EDGE PUBLIC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MASTER AGREEMENT, EVEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 12) **Confidentiality:** The Parties agree to keep all confidential information disclosed by either Party ("Confidential Information") in connection with this Agreement strictly confidential and not to disclose it to any third party without prior written consent. Confidential Information shall not include information that is publicly available or independently developed by the receiving Party without reference to the disclosing party's confidential information. The obligations of confidentiality shall remain in effect for two years following the termination of this Agreement, except for any Confidential Information which constitutes trade secrets, which must remain subject

to this protection beyond such two year time period, until such time as it no longer constitutes protected trade secrets.

- 13) **Relationship:** Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the Parties. The Parties are independent contractors, and neither party shall have any authority to act on behalf of the other or bind the other in any way. Each party shall be solely responsible for its own actions and obligations under this Agreement.
- 14) **Governing Law and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of [Florida] without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Palm Beach County, Florida, for the resolution of any disputes arising out of or in connection with this Agreement.
- 15) **Dispute Resolution:** In the event of any disputes or disagreements between Edge Public and Supplier, both Parties agree to first try to resolve such issues through mutual discussions.
- 16) **Miscellaneous.** This Agreement, including all exhibits, schedules, and documents incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by an authorized representative of both Parties. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make it enforceable while reflecting the original intent of the Parties. If such modification is not possible, the invalid, illegal, or unenforceable provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have so AGREED as of the date written below:

EDGE PUBLIC

Signature: CHRIS PRIMIANO
Name: Chris Primiano
Title: Director of Contracts
Date: 07/29/26
Email: chris.primiano@edgepublic.
Tel: 781.7891187

CORE Construction

Signature:  David Wilson (Jul 29, 2026 10:18:16 CDT)
Name: Dave Wilson
Title: National Director of job orde
Date: 07/29/26
Email: davewilson@coreconstructi
Tel: 214.6849320

Exhibit 1

Reporting and Contact Requirements

Supplier shall provide reporting and administrative communications to Edge Public as follows:

Sales Reporting

- Monthly Reporting: On a monthly basis, Supplier shall deliver to Edge Public a high-level sales activity report summarizing overall contract usage, sales volume, and participating Public Agencies.
 - Quarterly Reporting: On a quarterly basis, Supplier shall provide detailed reporting to Edge Public in accordance with the solicitation and Master Agreement requirements. Such reporting shall include, at a minimum, contract sales, agency participation, administrative fee calculations, and any other data required under the solicitation.
- Sales reports shall be delivered electronically to the following designated contacts:

Edge Public Contacts:

- Gary Link (Brand Leader) – gary.link@edgepublic.com
- Chris Primiano (Business Development Director) – chris.primiano@edgepublic.com

Supplier / Buyers Edge Platform Contacts:

- Kyle Hillman (Revenue Director) – kyle.hillman@buyersedgeplatform.com
- cc: Eric Brown (Controller) – eric.brown@buyersedgeplatform.com

Administrative Fee Payments (Checks or Electronic Payments)

All quarterly administrative fee payments, whether made by check or electronic transfer, shall be directed to the following primary contact:

Main Contact:

- Matthew Cuthbert (Assistant Controller) – matthew.cuthbert@buyersedgeplatform.com
- cc: Eric Brown (Controller) – eric.brown@buyersedgeplatform.com

Payments by check shall be mailed to the following address:

Edge Public c/o Buyers Edge Platform
300 5th Avenue, 4th Floor
Waltham, MA 02451

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Final Audit Report

2026-07-29

Created:	2026-07-06
By:	CHRIS PRIMIANO (chris.primiano@edgepublic.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe-_tyJQdOY6GUUY_1NBE65v7qhgmTt4S

"AFI_JOC_Supplier_Agreement_CORE_Construction" History

-  Document created by CHRIS PRIMIANO (chris.primiano@edgepublic.com)
2026-07-06 - 10:28:46 PM GMT
-  Document emailed to David Wilson (davewilson@coreconstruction.com) for signature
2026-07-06 - 10:28:51 PM GMT
-  Email viewed by David Wilson (davewilson@coreconstruction.com)
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-  Email viewed by David Wilson (davewilson@coreconstruction.com)
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-  Email viewed by David Wilson (davewilson@coreconstruction.com)
2026-07-12 - 10:29:39 PM GMT
-  Email viewed by David Wilson (davewilson@coreconstruction.com)
2026-07-14 - 10:30:00 PM GMT
-  New document URL requested by David Wilson (davewilson@coreconstruction.com)
2026-07-29 - 3:14:57 PM GMT
-  Email viewed by David Wilson (davewilson@coreconstruction.com)
2026-07-29 - 3:16:37 PM GMT
-  Document e-signed by David Wilson (davewilson@coreconstruction.com)
Signature Date: 2026-07-29 - 3:18:16 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Document emailed to CHRIS PRIMIANO (chris.primiano@edgepublic.com) for signature
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 Email viewed by CHRIS PRIMIANO (chris.primiano@edgepublic.com)

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 Agreement completed.

2026-07-29 - 3:54:14 PM GMT



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