

MASTER GOODS AND SERVICES AGREEMENT

Parties	_____ (“Company”)	_____ (“Supplier”)
Principal Address		
Representative		
Notice and Contact Information		
Effective Date:		
Contract Number:		

This Master Goods and Services Agreement (“**Agreement**”) is entered into effective as of the Effective Date by Company and Supplier. This Agreement governs all services and purchases between Company and Supplier, including services provided under purchase orders (each a “**PO**”) and statements of work (each an “**SOW**”). Affiliates of Company and Supplier may participate in this Agreement. “Company” and “Supplier” as used in this Agreement shall mean the undersigned entities and any of their affiliates identified on the face of a PO or SOW. Both Company and Supplier are fully liable for their respective affiliates’ acts, omissions, and performance under this Agreement.

Each PO and SOW incorporates these terms and conditions by reference, whether or not physically attached. Company expressly objects to and rejects any different or additional terms in Supplier’s acceptance or any other Supplier document. This Agreement’s terms prevail over any conflicting terms in Supplier’s quotations, invoices, or standard terms and conditions.

1 **Deliverables and Services.** Subject to the terms of this Agreement, Supplier will perform the Services and provide the Deliverables described in each PO or SOW. “Services” means all work and services performed by Supplier, including the provision of Deliverables and any software, hosted, subscription-based, or “as-a-Service” offerings (including software, platform, infrastructure, or other cloud-based services) made available to Company. “Deliverables” means all goods, equipment, materials, devices, products, assessments, conclusions, recommendations, reports, documentation, software, designs, drawings, data, and other outputs or materials (whether tangible or intangible) developed, conceived, licensed, leased, or otherwise provided by Supplier or its subcontractors in connection with the Services. Where certain Services or Deliverables require technology-specific terms (such as service levels, support commitments, or license scopes) those terms shall be set forth in the applicable SOW or in a Technology Terms Exhibit (a form of which is attached as **Appendix A** to this Agreement) incorporated by reference into the applicable SOW or PO. These terms shall supplement but not override this Agreement, except to the extent they expressly state an intent to override specific provisions of this Agreement. Supplier may not require Company to accept or enter into any separate license agreement, SaaS agreement, or other standard terms, whether online, embedded, or otherwise.

2 **Term.** Subject to earlier termination as set out in this Agreement, the term of this Agreement will start on the Effective Date and shall continue in effect until terminated as provided herein (“**Term**”). Each PO and SOW shall be effective for the term set forth therein.

3 **No Obligation to Purchase; Non-Exclusivity.** Supplier has been engaged on a non-exclusive basis. Company’s obligation to purchase Deliverables and Services under this Agreement arises only when a PO has been issued by Company and accepted in the form issued by Company. Nothing in this Agreement prevents Company from purchasing goods or services identical or similar to the Deliverables and Services identified in this Agreement from others. Nothing in this Agreement prevents Supplier from selling or providing goods and services to others.

4 **Pricing.** All pricing, fees, expenses, and compensation shall be as set forth in the applicable PO or SOW, which may include time and materials rates, fixed prices, milestone-based payments, subscription fees, guaranteed maximum prices, or other pricing arrangements. Expenses are reimbursable only if the applicable PO or SOW explicitly provides for expense reimbursement and itemizes allowable expense categories. For time and materials engagements only, Supplier shall obtain Company’s prior written approval before performing any overtime or weekend work. Failure to obtain such approval constitutes Supplier’s complete waiver of any overtime premiums or additional compensation for such work. Emergency work affecting life safety or preventing property damage may proceed with oral approval, provided written confirmation is obtained by the close of the next business day. Additionally, for time and materials engagements, Supplier may mark up subcontractor costs only by amounts expressly specified in the applicable PO or SOW. For all other pricing arrangements (including but not limited to fixed-price, milestone-based, subscription, or guaranteed maximum price engagements), no overtime premiums, extended-hour surcharges, subcontractor markups, or similar additional compensation shall be payable regardless of hours worked or approval status. In case of conflict between PO or SOW pricing terms and any pricing terms specified in this Agreement, this Agreement shall control, except where the PO or SOW expressly references and modifies specific provisions of this Agreement’s pricing terms.

5 **Taxation.** Pricing excludes sales and use tax, which shall be borne by Company. All other taxes, duties, tariffs, levies, and similar charges (including import and export duties, VAT, and excise taxes) shall be allocated in accordance with the shipping terms set forth in Section 9. Supplier will comply with all applicable federal, state, and local tax laws and regulations related to its performance under this Agreement. The parties shall cooperate in good faith to accurately determine and lawfully minimize each party’s tax obligations under this Agreement, excluding taxes imposed on Supplier’s income, gross receipts, or capital, which shall be the sole responsibility of Supplier. Supplier’s invoices shall separately itemize (a) taxable and non-taxable charges, and (b) any taxes due, by applicable jurisdiction. Where Supplier is required by law to collect taxes, such taxes shall be added to the invoice and paid by Company, unless Company provides a valid exemption certificate authorized by the appropriate taxing authority.

6 **Payment Terms.** Supplier will submit periodic invoices to Company as provided in the applicable SOW or PO. Company’s obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Deliverables and Services. Payment terms are net _____ days after receipt of a timely and accurate invoice and conforming Deliverables and Services. Company will have no obligation to pay any amounts Supplier fails to invoice within _____ days of delivery of Deliverables or performance of Services. Company retains the right of setoff for any amount due or owing to Company or its affiliates under this Agreement or any other agreement or commitment. In the event that the final day of a payment period falls on a day other than a business day, then the payment period shall be

extended to end of the next business day.

7 **Records; Audit.** Supplier must maintain complete and accurate records of all amounts charged to Company under this Agreement in accordance with generally accepted accounting principles and other records evidencing Supplier's performance of the Services or Deliverables, for a period meeting Company's retention requirements as established in its policies provided to Company or _____ (___) months whichever is greater. Company has the right to inspect Supplier's records upon reasonable notice and to retain copies thereof.

8 **Delivery of Deliverables and Services.** Failure to deliver Deliverables or timely commence or perform Services in accordance with the applicable PO or SOW shall constitute a material breach of this Agreement. Supplier shall deliver the Deliverables to the delivery point or in the manner set forth in the applicable PO or SOW ("**Delivery Point**"), which may include physical delivery, electronic delivery, access provisioning, or activation of hosted or subscription-based services. Supplier shall (i) complete Services that are finite in scope (such as implementation, integration, or consulting Services) by the deadlines specified in the applicable PO or SOW, and (ii) provide ongoing or subscription-based Services (including SaaS or hosted services) continuously and in accordance with the term and service levels set forth in the applicable PO or SOW. Supplier shall promptly notify Company in writing of any anticipated or actual delay in delivering Deliverables or performing Services, including the cause and any mitigating steps being taken. Time is of the essence with respect to all such obligations. Supplier shall also provide performance reports as reasonably requested by Company from time to time.

9 **Title and Risk of Loss; Shipping.** Title, risk of loss, and responsibility for damage to the Deliverables will pass from Supplier to Company upon delivery to the Delivery Point pursuant to the delivery terms specified in the applicable PO or SOW, as applicable. All Incoterms will be interpreted in accordance with the 2024 edition of Incoterms, published by the International Chamber of Commerce. Supplier will appropriately pack, mark, and ship Deliverables (if applicable) in accordance with Company's instructions and all applicable laws and, if so instructed by Company, will meet the transportation requirements of common carriers to secure the lowest transportation costs. Unless otherwise specifically provided in a PO or SOW, shipping terms shall be DDP Delivery Point, Incoterms 2024. For Deliverables consisting of intangible materials, software, or "as-a-Service" offerings (including hosted, subscription-based, or cloud services), title and risk of loss concepts and Incoterms shipping provisions shall not apply. Instead, Supplier shall grant Company access to or a license to use such Deliverables or Services in accordance with the terms set forth in the applicable PO or SOW.

10 **Changes.** Company may, from time to time, request changes to the scope, specifications, timing, or quantity of Services or Deliverables under a PO or SOW. The parties agree to the following:

- (a) Construction or Project-Based Services. If the Services involve construction, fabrication, installation, or other project-based activities, Supplier shall notify Company within five (5) business days of any requested change that impacts design, methodology, cost, delivery schedule, or compliance obligations. Supplier shall provide a written change proposal, and no change will be binding unless memorialized in a written amendment to the applicable PO or SOW signed by both parties. If Supplier fails to timely provide such notice, Supplier waives any right to adjust price or schedule due to the change.
- (b) Professional or Custom Services. If the Services involve consulting, advisory, implementation, or similar services, the parties will cooperate in good faith to evaluate any change requests

and, if accepted, document any resulting adjustments to timeline, pricing, or deliverables in a written amendment to the applicable PO or SOW.

- (c) Subscription, SaaS, or Hosted Services. If the Services involve hosted, subscription-based, or “as-a-Service” offerings, changes to features, functionality, or service levels are permitted only if expressly authorized under the applicable PO, SOW, or product documentation. Subscription Services are provided on a fixed-scope basis unless modified by mutual written agreement. Changes to user counts, data volumes, or other usage metrics that impact fees shall be governed by the terms of the applicable PO or SOW or Supplier’s usage policy.
- (d) One-Time or Fixed Deliverables. For Deliverables that are fixed, off-the-shelf, preconfigured, or otherwise not subject to customization (such as equipment, standard hardware, or on-premises software) Company may not request changes to specifications, model numbers, configurations, or quantities after the applicable PO or SOW has been accepted by Supplier, except as permitted by the PO or SOW, or as otherwise agreed in writing by Supplier.

11 Onboarding, Deployment, and Transition Services. Where applicable, Supplier shall provide onboarding, configuration, deployment, transition, or implementation assistance as reasonably required to enable Company’s effective use of the Services or Deliverables. This may include setup, training, documentation, knowledge transfer, or other agreed support services. If specified in the applicable PO or SOW, Supplier shall also provide post-deployment support or technical assistance for a defined period. All such services must be performed by competent personnel and coordinated with Company’s designated points of contact. Any user guides, documentation, or operating instructions provided shall be accurate, current, and suitable for distribution to Company’s internal users and third-party contractors as needed for operational use.

12 Acceptance of Deliverables and Services. Company shall have a reasonable period (not to exceed _____ (____) days unless otherwise agreed) to evaluate whether any Deliverables or Services conform to the applicable specifications and requirements. If Company reasonably determines that Deliverables or Services do not conform, Company may reject them by providing written notice to Supplier, in which case Supplier shall, at no cost to Company: (i) re-perform the nonconforming Services, (ii) repair or replace nonconforming Deliverables, or (iii) provide a refund or credit, as elected by Company. Company’s acceptance, inspection, or failure to reject Deliverables or Services does not waive Company’s rights or limit remedies for latent defects, nonconformance, or breach of warranty. For ongoing or subscription Services, acceptance does not limit Company’s right to enforce service levels or performance requirements on a continuous basis.

13 Liens. Supplier will keep all Company facilities and all project locations (each a “Site”) and Company’s property and materials free of liens. If Company receives notice of a lien caused by Supplier, Company may withhold any payment otherwise due Supplier until Supplier submits proof, in a form satisfactory to Company, that all lienable claims have been fully paid, waived, or bonded. Company may require, as a condition of payment, conditional lien releases and waivers from Supplier, its subcontractors, or its Suppliers in a form satisfactory to Company.

14 Representations and Warranties.

14.1 General. Supplier represents and warrants that: (a) Supplier (and Supplier Personnel) will perform the Services in a timely, efficient, professional, and workmanlike manner, consistent with industry best practices and the standard of care in the industry, and in compliance with all applicable

laws; (b) all Supplier Personnel assigned to perform Services will have the necessary skill, training, and any licensing required by applicable law; (c) Supplier shall obtain and maintain in effect all licenses, permits, approvals, and authorizations required in connection with the performance and completion of the Services; (d) Supplier (and Supplier Personnel) has all necessary rights to perform the Services, provide the Deliverables, and grant any rights granted herein; (e) all goods, materials, and equipment constituting part of the Deliverables shall be new unless otherwise specified, of good quality; (f) the Services and Deliverables do not and will not infringe any patent, copyright, trademark, trade secret, or other proprietary rights of any third party; (g) Supplier's entering into this Agreement and performance of the Services or provision of Deliverables will not breach any agreement that Supplier has with any other party; and (h) any portion of the Services covered by a manufacturer's warranty shall be performed in such a manner so as to preserve all rights under such warranties.

14.2 IT Warranty. For all hardware, software, and firmware associated with Deliverables or Services ("**IT Deliverables**" and "**IT Services**", respectively), Supplier additionally warrants that such IT Deliverables and IT Services will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to damage, destroy, or alter any software, hardware, or data, disable any computer program automatically, or permit unauthorized access to any software or hardware; or (b) contain any third party software (including software that may be considered free software or open source software) that may require any software to be published, accessed, or otherwise made available without Company's consent, or may require distribution, copying, or modification of any software free of charge.

14.3 Performance Warranty.

14.3.1 Supplier warrants that the Services and Deliverables will be free from material defects and liens and will conform in all material respects to the specifications, documentation, performance criteria, and other requirements set forth in this Agreement or the applicable PO or SOW ("**Performance Warranty**"). The applicable warranty period for the Performance Warranty provided hereunder shall be as follows, unless otherwise specified in a PO or SOW: (a) for one-time Services or Deliverables, _____ (____) months from the date of acceptance or use, whichever is later; (b) for recurring, subscription-based, or "as-a-Service" offerings, the duration of the subscription term; and (c) for rented, leased, or licensed Deliverables, the full rental, lease, or license period ("**Warranty Period**").

14.3.2 If Services or Deliverables do not comply with the Performance Warranty or are in any manner found to be nonconforming or defects develop during the Warranty Period under normal use, at Company's election, Supplier will re-perform or correct the nonconforming Services, or remove, repair, replace, or reinstall any defective Deliverables, as applicable, at no cost to Company. Supplier's warranty support will include, at Supplier's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect.

14.3.3 If Supplier does not remedy a defect or nonconformity within seven (7) days after receipt of written notice from Company, or if an emergency exists rendering it impossible or impractical for Company to have Supplier provide a remedy, Company may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Deliverables or Services, in which case Supplier will reimburse Company for its actual costs or, at Company's option, Company will offset the costs incurred from amounts owing to Supplier.

14.3.4 During any applicable warranty period, Supplier will provide all warranty service and telephone support, including after-hour technical support, at its own cost. Supplier will maintain a 24-hour technical support hotline to address equipment breakdowns and safety incidents, unless otherwise specified in an applicable PO or SOW.

14.4 Survival. All warranties shall survive the termination or expiration of this Agreement and the associated POs and SOWs.

15 Independent Contractor and Supplier Personnel.

15.1 Independent Contractor. Supplier is an independent contractor and not an employee, employer, partner, participant in a joint venture, or agent of Company. Supplier has no authority to negotiate or enter into contracts on behalf of Company or otherwise act on behalf of or bind Company to any obligation. While this Agreement includes standards for the results to be achieved by Supplier, Supplier retains discretion as to the method and manner to be used by it or its employees and any subcontractors ("**Supplier Personnel**"), subject to the quality control, safety measures, and legal requirements of this Agreement. Supplier is solely responsible for all employment-related obligations for Supplier Personnel, including but not limited to wages, benefits, taxes, workers' compensation, unemployment insurance, and compliance with all applicable employment laws.

15.2 Subcontractors, Suppliers. If Supplier employs subcontractor(s) or suppliers to perform any Services or supply any Deliverables, Supplier remains fully responsible for all subcontractor and supplier performance (regardless of tier) and shall defend and indemnify Company against any claims arising from subcontractor or supplier acts, omissions, negligence, or breach of contract. Supplier shall maintain current payment practices with subcontractors and suppliers. Supplier shall further pay all subcontractors and suppliers providing labor, materials, equipment, or services in connection with this Agreement in accordance with any applicable prompt payment laws and industry standards. Supplier shall defend and indemnify Company against any claims, liens, or liabilities arising from Supplier's failure to make such payments, except to the extent Company's actions directly cause or contribute to such non-payment.

15.3 Employment and Eligibility of Personnel. Company has entered into this Agreement with Supplier because Supplier and Supplier Personnel have the skills and qualifications necessary to perform the Services and provide the Deliverables. Supplier has the sole responsibility for recruiting, hiring, disciplining, terminating, and making all employment decisions, disclosures, and payments to Supplier Personnel. Supplier will ensure its personnel and its subcontractors' personnel are authorized to work in each country and state where the Services are performed, and will complete and maintain records for all such personnel as required by applicable law (or will require its subcontractors to do so). Supplier represents and warrants that it does not knowingly employ (including via any subcontractors) any personnel who are not authorized to work in the country and state where the Services are performed and will require its subcontractors to make the foregoing representation and warranty. During the Term, Company will not maintain or have access to the payroll, time, or other employment records of Supplier Personnel except as may be provided to Company in connection with Supplier's invoices if applicable for payment in connection with a PO or SOW.

16 **Product Documentation**. For Deliverables that consist of or include tangible products, equipment, systems, or custom-developed software specifically created for Company under this Agreement, as specified in the applicable PO or SOW, Supplier will provide **Company** with all drawings

for review and certification, as well as specifications and data that include, but are not limited to, specifications, drawings, submittals, designs, installation, operator, and repair manuals, for all mechanical and electrical systems and sub-systems down to the bill of material level ("**Product Documentation**"). All Product Documentation will be delivered and received before final acceptance occurs. Notwithstanding any legends, markings, or other indications in or on the Product Documentation indicating "confidential", "proprietary", "for internal use only", or otherwise, Supplier grants Company a perpetual, non-exclusive, royalty-free license to use, reproduce, and/or modify the Product Documentation, for the internal administration and operation of the Deliverables, which includes maintenance, repair, additions, modification, upgrade, decommission, disposal, and other uses of the Deliverables.

17 **Ownership and Use of Materials.** Each party retains ownership of intellectual property existing prior to this Agreement or developed independently outside its scope ("**Pre-Existing IP**"). Supplier may incorporate its Pre-Existing IP into Deliverables or use it in **performing** Services, provided Supplier owns such IP or is licensed to use it with rights to sublicense to Company, and when incorporated into custom Deliverables, Supplier grants Company a perpetual, non-exclusive, royalty-free license to use such Pre-Existing IP solely as incorporated in the specific Deliverables for Company's internal business purposes, including the right to maintain, support, modify, and enhance such Deliverables. Supplier's general methodologies, know-how, and proprietary tools that are not specifically incorporated into Deliverables remain Supplier's property without license to Company. When Company provides its intellectual property for Supplier's use ("**Contributed IP**"), such Contributed IP may be used by Supplier solely to provide Services and Deliverables to Company, with Company retaining all ownership rights. Custom work product specifically created for Company under this Agreement (excluding licensed software and standard commercial products) shall be owned by Company, with Supplier assigning rights therein. For custom-developed software, Company shall receive royalty-free access to source code and related interfaces as specified in the applicable PO or SOW, or if not specified, for the useful life of such software.

18 **Indemnity.** Supplier will indemnify, defend, and hold harmless Company and its affiliates, and their respective officers, directors, and employees ("**Company Indemnified Parties**") from and against any and all losses, liabilities, damages, claims, demands, and expenses (including reasonable attorneys' fees) ("**Claims**") arising or resulting from: (a) any negligent act or omission or willful misconduct of Supplier or Supplier Personnel in performance of Services or provision of Deliverables; (b) death, personal injury, or property damage caused by Supplier, Supplier Personnel, or Deliverables, except to the extent caused by Company's gross negligence or willful misconduct; (c) Supplier's material breach of this Agreement; (d) Supplier's violation of Applicable Law; (e) infringement or misappropriation of third-party intellectual property rights by Services or Deliverables as provided by Supplier; and (f) employment-related claims by Supplier Personnel, including workers' compensation and wage-hour claims. Company will provide Supplier prompt notice of Claims and reasonable cooperation in defense thereof; provided, however, that failure to provide prompt notice will not limit Company's right to indemnification or any other remedies hereunder unless such failure materially prejudices Supplier's ability to defend the Claim. Supplier may not settle Claims affecting Company without Company's prior written consent. For intellectual property Claims, if Company's use of Services or Deliverables is enjoined, Supplier will, at Company's option and Supplier's expense, either (i) procure rights for continued use, (ii) replace with non-infringing alternatives, or (iii) modify to be non-infringing, provided replacement or modification provides substantially equivalent functionality. The indemnification and defense obligations set forth herein shall survive the expiration or earlier termination of this Agreement.

19 **Insurance.** Except as otherwise expressly provided in a PO or SOW, Supplier shall, at its own expense, procure and maintain insurance as specified **Exhibit A** attached hereto and incorporated herein. Such insurance shall remain in effect throughout the Term and, where applicable: (a) for Services, for three (3) years following completion or through the applicable statute of repose, whichever is longer; and (b) for Deliverables, until delivery to and written acceptance by Company, including “all risk” property coverage for any physical goods. Supplier shall be solely responsible for all deductibles and self-insured retentions under its policies. Failure to maintain the required insurance or provide the required documentation shall constitute a material breach of this Agreement.

All insurance shall be provided by insurers authorized to conduct business in all jurisdictions where Services are performed or Deliverables delivered, and shall have a minimum rating of A- VIII from A.M. Best or A- from Standard & Poor’s (or equivalent). All required policies shall: (a) name Company and its affiliates as additional insureds on a primary and non-contributory basis; (b) cover all Supplier Personnel; (c) include waivers of subrogation in favor of Company (including for Workers’ Compensation and Employer’s Liability); and (d) apply to subcontractors at all tiers under policies and endorsements equivalent to those required of Supplier. Supplier shall ensure its insurers provide at least thirty (30) days’ prior written notice of cancellation or material change to Company.

Supplier shall deliver to Company, via email to [INSERT ADDRESS], valid certificates of insurance, including all required endorsements, prior to commencement of any Services or Deliverables, and upon each renewal. Supplier shall also provide prompt written notice to Company of any actual or threatened cancellation or material change to any required policy.

Supplier shall ensure that policy limits are not eroded by claims unrelated to this Agreement and shall replenish limits upon request if necessary to maintain required coverage. Company may require additional coverage types or increased limits for specific POs or SOWs based on the applicable risk profile, including but not limited to professional liability (errors and omissions), cyber liability, and technology errors and omissions coverage. The insurance requirements set forth herein represent minimum required coverage only and shall not be construed to limit or reduce Supplier’s indemnity obligations or other liability under this Agreement. By requiring insurance herein, Company does not represent that such coverage or limits will necessarily be adequate to protect Supplier, and such requirements shall not limit Supplier’s liability under this Agreement or as provided by law.

20 **Limitation of Damages.** Neither party will be liable to the other for incidental, consequential or punitive damages, including loss of profits or loss of revenue; provided, however, that nothing contained in this Section will in any way exclude or limit: (a) a party’s liability for all damages arising out of that party’s intentional acts or omissions; (b) the Performance Warranty provided in this Agreement; (c) damages subject to the intellectual property indemnity in Section 17 of this Agreement; (d) damages or losses covered by Supplier’s insurance; or (e) Supplier’s express indemnity and defense obligations under the Agreement to the extent such indemnity or defense relate to a Claim asserted by third parties against a Company Indemnified Party.

21 **Compliance.**

21.1 Compliance with Laws. Supplier will perform this Agreement in compliance with all applicable national, federal, state and local laws, regulations, ordinances, permits, and orders

(collectively “**Applicable Law**”). In the event of any violation of Applicable Law, Company may, in addition to its other rights and remedies, terminate this Agreement, including any associated POs and SOWs, at any time and withhold any or all payments otherwise due to Supplier in addition to all other remedies available to Company in law or equity. Without limiting the generality of the foregoing, Supplier agrees as follows:

- (a) Sourcing and Materials. Supplier shall not source any materials, equipment, or technology from entities owned or controlled by foreign adversaries or otherwise restricted by Applicable Law.
- (b) Permits and Approvals. Supplier will obtain all necessary permits, licenses, and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Agreement.
- (c) Privacy and Data Protection. For any personal data, confidential information, or sensitive data accessed or processed under this Agreement, Supplier shall implement appropriate security measures, comply with applicable privacy laws (including GDPR, CCPA, and HIPAA as applicable), promptly notify Company of any security incidents and cooperate in incident response, and maintain adequate cyber insurance coverage.
- (d) Equal Opportunity/Non-Discrimination. When Services involves work related to federal contracts, Supplier agrees to comply with all applicable federal equal employment opportunity requirements, including: (i) nondiscrimination and affirmative action obligations regarding race, ethnicity, gender, disability status, and protected veteran status; and (ii) employee notification requirements under federal labor relations laws. All applicable federal flow-down clauses are incorporated by reference.
- (e) Anti-Bribery and Anti-Corruption Laws. Supplier will ensure that it and its subcontractors, including their respective personnel, comply with all applicable anti-corruption and anti-bribery laws, including the Foreign Corrupt Practices Act, and will not offer, promise, or make any payment or give anything of value to any government official or international organization official to influence decisions or gain advantage.
- (f) Export Controls. Supplier will comply with all applicable export control laws and regulations, including obtaining any required licenses for controlled technology or services.

21.2 Company Policies and Procedures. Supplier shall at all times comply with Company’s policies and procedures, including, without limitation the policies and procedures set forth on Exhibit B attached hereto. Company represents and warrants that all of its personnel who perform the Services shall be familiar with and knowledgeable about Company’s policies and procedures prior to performing Services. Any violation or breach of this section, including the failure to comply with audits and investigations pursuant to any of Company’s policies and procedures, will constitute a material breach of this Agreement.

22 **Confidentiality.**

22.1 Confidentiality Obligations. Supplier shall keep confidential and not disclose, copy, or use any Confidential Information except as strictly necessary to perform its obligations under this Agreement. Supplier shall protect all Confidential Information with the same degree of care it uses to

protect its own confidential information of a similar nature, but in no event using less than reasonable care. Supplier may disclose Confidential Information only to Supplier Personnel who: (a) have a legitimate need to know such information for purposes of this Agreement, and (b) are bound by confidentiality obligations at least as protective as those set forth in this Agreement. Supplier shall be responsible for any breach of this Section by any Supplier Personnel.

22.2 Definition of Confidential Information. “**Confidential Information**” means all non-public, proprietary, or confidential information disclosed or made available to Supplier or Supplier Personnel in connection with this Agreement, directly or indirectly, whether in oral, written, visual, electronic, or other form, including without limitation: (a) information marked or identified as confidential, (b) information that a reasonable person would understand to be confidential given the nature of the information or the circumstances of disclosure, and (c) information related to Company’s business, operations, finances, pricing, customers, suppliers, contractors, technologies, products, roadmaps, plans, and trade secrets, including information accessed or observed by Supplier Personnel on-site or through Company systems. “Confidential Information” also includes the terms of this Agreement, all SOWs and POs issued hereunder, the nature, scope, and pricing of Services and Deliverables, and any intellectual property developed under this Agreement. Confidential Information includes information owned by Company as well as information that Company is obligated to treat as confidential, including third-party information.

22.3 Exclusions. Confidential Information does not include information that Supplier can demonstrate through competent evidence: (a) was lawfully in Supplier’s possession, without restriction on use or disclosure, prior to disclosure by Company; (b) becomes publicly available through no act or omission of Supplier or Supplier Personnel and not through breach of this Agreement or any other obligation of confidentiality; (c) is independently developed by Supplier without use of or reference to any Confidential Information; or (d) is lawfully disclosed to Supplier by a third party without restriction and without breach of any obligation to Company.

22.4 Return or Destruction. Upon the earlier of Company’s request or termination or expiration of this Agreement, Supplier shall (a) promptly return or destroy all tangible materials containing or reflecting Confidential Information, (b) permanently delete all Confidential Information from its systems, except for archival copies maintained in accordance with standard backup policies, provided such copies remain subject to the confidentiality obligations of this Agreement and are securely deleted in the ordinary course, and (c) upon request, certify in writing that it has complied with this Section.

22.5 Other Confidentiality Agreements. This Agreement governs the treatment of Confidential Information disclosed by Company. Any confidentiality or non-disclosure obligations owed by Company with respect to information disclosed by Supplier must be set forth in a PO, SOW, or other separate written agreement. If the parties enter into a separate confidentiality or non-disclosure agreement after the Effective Date of this Agreement that more specifically governs the subject matter of the Confidential Information disclosed hereunder, that agreement will control in the event of a conflict with this Section, but only with respect to the overlapping subject matter. In all other respects, this Agreement shall govern.

22.6 Survival. Supplier’s obligations under this Section shall survive termination or expiration of this Agreement.

23 **Security and Data Privacy Requirements.** Supplier shall implement and maintain appropriate technical, administrative, and physical safeguards to protect Company data, including personal identifying information, financial information, and Confidential Information. Such safeguards shall include, at minimum: (i) encryption of data in transit and at rest using industry-standard methods; (ii) access controls limiting data access to authorized personnel with legitimate business need; and (iii) compliance with applicable security standards reasonably specified by Company in writing. Unless otherwise agreed in writing, Supplier shall process and store Company data only within the United States, except for incidental processing necessary for service delivery (such as network routing or temporary caching). If Company grants Supplier access to its information technology systems, Supplier shall comply with Company's IT policies and security requirements as provided in writing. Supplier shall ensure that only authorized Supplier Personnel access Company systems and shall promptly revoke access when no longer needed for Services. Supplier shall notify Company within 48 hours of becoming aware of any actual or suspected security incident affecting Company data. Supplier shall cooperate in incident response and reimburse Company for reasonable documented costs directly caused by Supplier's material breach of its security obligations under this Agreement.

24 **Non-Solicitation.** During the Term and for one (1) year after completion of the Services under an associated PO or SOW, Supplier will not, without Company's written consent, directly, or indirectly through third parties, employ, solicit, engage, or retain the services of Company employees. For the avoidance of doubt, a general advertisement or a request for employment initiated by the employee will not be considered a breach of this Section.

25 **Force Majeure.** Neither party will be liable to the other for damages due to a failure to carry out its obligations under this Agreement when that failure is in whole or part caused by fire, hurricane, flood, earthquake, lightning, or other natural event or disaster; freight embargo; governmental or administrative prohibition; riot; strike (other than at the affected party's operations or that of its Suppliers); acts of public enemies or terrorists; sabotage; pandemic, epidemic, quarantine; or other events beyond that party's reasonable control (a "**force majeure event**"). A party affected by a force majeure event will immediately notify the other, describing the event and estimating its duration. If an estimated duration cannot be provided, the will update its estimate within ten (10) days' of its notification of a force majeure event. The parties will cooperate in good faith to mitigate the effects of the force majeure event; provided that, if Supplier is unable to perform in a timely fashion, Company may purchase replacement Deliverables or obtain substitute Services from another vendor without penalty, and those replacement Deliverables and substitute Services will count towards any volume requirements in this Agreement. Alternatively Company may elect to terminate the Agreement or any associated PO or SOW. Payment for Deliverables or Services may be delayed commensurate with any delay by Supplier in providing such Deliverables or Services.

Unless Supplier is prevented from performing due to a force majeure event despite best efforts to mitigate effects from the force majeure event, if Company is required to acquire replacement Deliverables and substitute Services from another Supplier because Supplier is unable to timely perform on the agreed schedule, Supplier will reimburse Company for all commercially reasonable additional costs and expenses incurred to obtain the replacement Deliverables and substitute Services.

26 **Termination**

26.1 Termination for Convenience. At its convenience, Company may terminate this

Agreement or an applicable PO or SOW as to all or any part of the Deliverables or Services not yet delivered or complete by providing written notice to Supplier. Supplier will immediately discontinue all work on the date specified in the termination notice. Upon termination for convenience pursuant to this Section, Company will pay Supplier for all Deliverables shipped, subject to such Deliverables passing inspection, and Services acceptably completed before Supplier's receipt of the termination notice. For any Deliverables specially manufactured for Company, Company will pay all reasonable costs incurred by Supplier associated with the Deliverables, including any costs and cancellation charges actually incurred by Supplier under subcontracts. An accounting of these costs will be provided to Company within _____ (___) days of receipt of the notice to terminate. The payment will not exceed the price set forth in the PO or SOW, and will be reduced by any deposits, refunds, or salvage values available to Supplier.

26.2 Termination by Supplier for Cause. The Supplier may terminate this Agreement or a PO or SOW for cause for the following reasons: (i) Company has suspended the PO or the work being performed by Supplier for more than one hundred twenty (120) days, provided that such stoppages are not due to the acts or omissions of the Supplier or anyone for whose acts Supplier may be responsible; (ii) Company's failure to pay amounts properly due under an invoice, provided that such invoice has gone unpaid for more than sixty (60) days and Supplier has provided Company with a notice of its intent to terminate and fifteen (15) days to cure any such lack of payment.

26.3 Termination by Company for Cause. Company may terminate this Agreement or a PO or SOW for cause if Supplier is in material breach of this Agreement or the associated PO or SOW, or for any of the following reasons: (a) Supplier fails to provide skilled workers for Services performed on a Site; (b) failure to comply with any Applicable Law; and (c) as otherwise expressly provided for in this Agreement. This Agreement and all associated POs and SOWs will terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. If Company improperly terminates the Agreement or any PO or SOW for cause, the termination for cause will be converted to a termination for convenience.

26.4 Effect of Termination. In the event Company terminates this Agreement or any PO or SOW for cause, Supplier shall refund to Company all fees and expenses paid by Company for Services and Deliverables not completed and accepted by Company as of the effective date of such termination. Upon termination of this Agreement, or any PO or SOW, Supplier shall (a) return to Company all materials provided by Company to Supplier; (b) deliver to Company a written report describing all Services and Deliverables performed or provided; and (c) furnish to Company all work in progress. Termination of this Agreement shall not automatically terminate any PO or SOW then in effect, and the terms of this Agreement shall continue to apply to any such PO or SOW until such PO or SOW is completed or otherwise terminated as set forth herein or therein. Termination of this Agreement does not affect any rights or obligations that are to survive termination of this Agreement or were incurred by the parties before the termination.

27 Miscellaneous.

27.1 Disputes. In the event of any dispute between the parties, Supplier shall proceed diligently with its performance hereunder, including with respect to any portion of the Services or Deliverables that is subject to such dispute.

27.2 Remedies. Unless otherwise expressly set forth herein or in a PO or SOW, the remedies

available to each party under this Agreement, at law or in equity, shall be deemed to be cumulative, and the election by a party of one remedy shall not be deemed to bar that party from simultaneously or subsequently pursuing any other remedy.

27.3 Non-Exclusive Engagement. This is a non-exclusive engagement. Company may retain similar services from other providers and Supplier may provide services to other parties, provided that Supplier complies with all the terms and conditions of this Agreement.

27.4 No Publicity. Supplier shall not disclose to third parties (including denial or confirmation thereof) the existence or terms of this Agreement, or the fact that Company is purchasing or has purchased anything from Supplier, without Company's prior written consent in each instance. Supplier further agrees not to advertise, reference, reproduce, or display Company's name or any Company trademark without Company's prior written consent in each instance.

27.5 Assignment and Subcontracting. Supplier shall not assign, delegate, or subcontract any of its rights or obligations under this Agreement, including under any PO or any SOW, by operation of law or otherwise, without the prior written consent of Company, and any attempted assignment, delegation, or subcontracting without Company's prior written consent shall be void and of no force or effect.

27.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties, their legal representatives, and their permitted successors and assigns.

27.7 Notices. All notices provided hereunder must be given in writing, refer to this Agreement and be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested) to the address designated by each party as set forth in this Agreement along with a copy by e-mail if an e mail address is designated by a party. Each such notice shall be deemed given, delivered and received at the time delivered by hand, if personally delivered; 5 business days after being deposited in the mail, if mailed; and the next business day after timely delivery to the courier, if sent by overnight air courier guaranteeing next business day delivery. The parties agree that notices provided via electronic means and confirmed by the other party as received shall satisfy any requirement for written notice hereunder, and shall be deemed given, delivered and received when receipt acknowledged. Either party may from time to time change its address by giving the other party notice of such change.

27.8 Survival. Upon completion of the Term or termination of this Agreement (a) Supplier will continue to fulfill its warranty obligations with respect to any Deliverables or Services sold to Company, and (b) all provisions of the Agreement that, by their nature, would continue beyond the termination, cancellation, or expiration of the Agreement will so continue and survive.

27.9 Entire Agreement. This Agreement expressly incorporates by reference all exhibits, attachments, schedules, POs, SOWs, and other documents attached hereto or referenced herein (including any documents referenced herein that are accessible through URL links or Company's website). This Agreement, together with all such incorporated documents, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, representations, understandings, and agreements, whether written, oral, or implied. In the event of a conflict among the terms of this Agreement and the attachments and documents referred to herein, the order of precedence shall be (a) this Agreement, (b) the specific terms and conditions on the face of a PO, and (c) the SOW. Any document tendered by either party that contains terms or conditions that conflict with or are inconsistent with this Agreement, including without limitation standard terms

and conditions for purchase or sale, order acknowledgments, quotations, proposals, invoices, click-wrap or shrink-wrap agreements, or terms posted on either party's website, are hereby objected to and expressly rejected, and shall be deemed void and of no effect. Any such conflicting documentation shall be considered a material alteration of this Agreement. Notwithstanding the foregoing, additional terms contained in a PO issued by Company that augment, supplement, or clarify (but do not conflict with) the terms of this Agreement shall be binding upon acceptance by Supplier.

27.10 Severability. If it is determined by a court of competent jurisdiction as part of a final, non-appealable ruling, government action or binding arbitration, that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable in any jurisdiction, such provision shall be enforced in such jurisdiction as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms, and any such determination shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent any provision (or part thereof) cannot be enforced in accordance with the stated intentions of the parties, such provision (or part thereof) shall be deemed not to be a part of this Agreement; provided that in such event the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

27.11 Governing Law. This Agreement, the validity, interpretation and performance of this Agreement, and all matters arising under or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of Idaho. The parties agree that the courts of Ada County, Idaho shall have exclusive jurisdiction over matters arising from or in connection herewith. The prevailing party in any action brought by either party to enforce the terms and conditions of this Agreement, shall be entitled to receive from the other party the prevailing party's reasonable costs and expenses of such action, including attorney's fees and expert witness fees incurred in connection with such action, in addition to any other relief it may be awarded. The parties expressly acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the rights and obligations of the parties under this Agreement or the interpretation of the terms and conditions of this Agreement.

27.12 Construction and Interpretation. Each party represents and warrants that it has read, understood, and voluntarily entered into this Agreement with full knowledge of its terms and conditions. The parties agree that this Agreement shall be construed without regard to any presumption or rule requiring construction against the party responsible for drafting any portion of this Agreement

27.13 General. There are no third-party beneficiaries under this Agreement. Any waiver by a party of a breach of this Agreement must be in writing and shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by a party shall not impair any right, power or remedy which either party may have with respect to a future breach or default. No modification of, or amendment to, this Agreement shall be effective unless in writing and signed by an authorized representative for each party. This Agreement shall not be supplemented or modified by any course of dealing or other trade usage. This Agreement may be executed in one or more counterparts, all of which shall be considered the same document. The delivery of a signed electronic copy of this Agreement shall have the same binding effect as delivery of an original signed copy. Each party agrees that electronic signatures to this Agreement have the same force and effect as manual signatures.

27.14 Anti-Boycott Against Israel Certification. Supplier hereby certifies pursuant to § 67-2346, Idaho Code, that the Supplier, its wholly owned subsidiaries, majority owned subsidiaries, parent companies, and affiliates are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

27.15 Contract With A Company Owned or Operated By the Government of China Prohibited. Supplier hereby certifies pursuant to § 67-2359, Idaho Code, that the Supplier is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

27.16 Certification Regarding Prohibition on Contracts with Companies Boycotting Certain Sectors. Supplier hereby certifies pursuant to Section 67-2347A, Idaho Code, that the Supplier, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, as may be amended, engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code.

Agreed to by:

APPENDIX A

Technology Terms Exhibit Template

(Reference: SOW #[] or PO #[])

This Technology Terms Exhibit is incorporated by reference into the applicable SOW or PO under the Master Services Agreement dated [Insert Effective Date] between [Company Name] and [Supplier Name] (the “**Agreement**”). Capitalized terms used but not defined in this Exhibit have the meanings set forth in the Agreement.

1. Description of Technology Services

Service Name / Platform: [e.g., Acme Analytics SaaS Platform]

Service Type: SaaS PaaS IaaS Licensed Software Embedded Software Other: _____

Hosting Environment: [Supplier-hosted / Third-party / On-premise installation]

User Access Rights: [Named users, concurrent users, tiers, etc.]

2. License or Access Grant

License Type: [Subscription / Perpetual / Term-based / Usage-based]

Scope: [Internal use only / Client-facing / Embedded use / Resale rights]

Territory: [Worldwide / U.S. only / Specify]

Restrictions: [No reverse engineering, sublicensing, etc.]

3. Service Levels (SLA)

Uptime Commitment: [e.g., 99.9% monthly uptime]

Monitoring / Reporting: [Describe if any reporting or dashboards are provided]

Credits for SLA Failures: [Yes / No – If yes, include schedule or refer to SLA doc]

4. Support and Maintenance

Support Hours: [e.g., 8am–6pm CT, Monday–Friday]

Contact Method: [Email / Portal / Phone]

Response & Resolution Times:

Severity	Response Time	Resolution Target
----------	---------------	-------------------

Critical	[x hrs]	[x hrs/days]
----------	---------	--------------

High	[x hrs]	[x hrs/days]
------	---------	--------------

Medium	[x hrs]	[x hrs/days]
--------	---------	--------------

Low	[x hrs]	[x hrs/days]
-----	---------	--------------

5. Updates and Changes

Update Policy: [e.g., Supplier may implement updates that do not materially degrade functionality; prior notice required for material changes]

Customer Approval Needed for Major Changes: [Yes / No]

6. Data Security and Hosting

Data Center Standards: [e.g., SOC 2, ISO 27001]

Encryption: [At-rest / In-transit / Both]

Data Location: [Specify geography or jurisdiction]

Backups and Recovery: [Frequency and retention period]

7. Data Rights and Exit

Ownership of Company Data: Company retains ownership.

Export Rights: Supplier shall provide Company with all data in [format] upon termination or request.

Deletion Timeline: Supplier shall delete Company data within [x days] after termination, subject to legal retention obligations.

8. Additional Terms (if any)

[Include any IP rights, license limitations, third-party components, open source disclosures, etc.]

9. Conflicts

Except where explicitly stated in this Exhibit, these Technology Terms supplement but do not override the Agreement. If any term in this Exhibit is intended to override a specific provision of the Agreement, such intent must be stated expressly.

EXHIBIT A

INSURANCE REQUIREMENTS

Coverage	Minimum Limits	Key Requirements
<p>Commercial General Liability (CGL) Must be on ISO CG 00 01 or equivalent occurrence form, covering bodily injury, property damage, personal/advertising injury, products, completed operations, and contractual liability</p>	<p>\$1,000,000 per occurrence \$2,000,000 general aggregate \$5,000,000 products/completed operations aggregate</p>	<ul style="list-style-type: none"> • Additional Insured endorsement (ongoing and completed ops) • Primary and non-contributory • Waiver of subrogation • Must remain in force through completion of Services and for at least 3 years thereafter (or applicable statute of repose, if longer)
<p>Professional Liability / Errors & Omissions (E&O)</p>	<p>\$1,000,000 per claim \$2,000,000 aggregate</p>	<ul style="list-style-type: none"> • Claims-made with retroactive date prior to commencement of Services • Must be maintained for 3 years after completion or until expiration of applicable statute of repose, whichever is longer
<p>Technology E&O <i>(if applicable to software or "as-a-Service" Deliverables)</i></p>	<p>Included in Professional Liability limits above or separate policy</p>	<ul style="list-style-type: none"> • Should include coverage for software failures, data loss, IP infringement, and financial loss arising from Supplier's services or products
<p>Cyber Liability <i>(if Supplier accesses, stores, or processes personal or sensitive Company data)</i></p>	<p>\$1,000,000 per incident and aggregate</p>	<ul style="list-style-type: none"> • Must include coverage for data breach response costs, notification expenses, regulatory fines, third-party liability, network security, ransomware, and privacy claims • Retroactive date prior to service commencement • May be combined with Tech E&O if policy language clearly provides combined coverage
<p>Commercial Auto Liability Covering all owned, non-owned, and hired autos</p>	<p>\$1,000,000 combined single limit per accident</p>	<ul style="list-style-type: none"> • Must remain in effect throughout the Term • Includes coverage for bodily injury and property damage
<p>Workers' Compensation</p>	<p>Statutory limits as required by applicable law</p>	<ul style="list-style-type: none"> • Coverage must remain in force throughout the Term • Must cover all jurisdictions where work is performed
<p>Employer's Liability <i>(or Stop-Gap if applicable)</i></p>	<p>\$1,000,000 each accident \$1,000,000 each employee (disease) \$1,000,000 policy limit</p>	

Umbrella / Excess Liability	\$2,000,000 per occurrence and aggregate	<ul style="list-style-type: none"> • Must follow form and sit excess over CGL, Auto, and Employers' Liability • Duration must align with underlying policies
Pollution Legal Liability <i>(if Services or Deliverables involve hazardous materials or environmental exposure)</i>	\$2,000,000 per occurrence and aggregate	<ul style="list-style-type: none"> • Policy must remain in force through the Term and for 3 years thereafter
Jones Act & Longshore and Harbor Workers' Compensation Act (USL&H) <i>(if work is on/near navigable waters or vessels)</i>	As required by law	<ul style="list-style-type: none"> • Must be provided if work involves maritime exposure

Company reserves the right to modify required coverages and limits in a PO or SOW to reflect the risks of particular Services or Deliverables. Insurance limits do not limit Supplier's liability or indemnification obligations under the Agreement. Supplier is responsible for ensuring its subcontractors maintain equivalent coverages and limits.

General Insurance Requirements*

1. All insurance must be issued by carriers:
 - Rated A- VIII or better by A.M. Best or A- by Standard & Poor's (or equivalent), and
 - Authorized to do business in all jurisdictions where Services are performed or Deliverables are delivered.
2. Insurance limits may be met through a combination of primary and excess/umbrella policies. A combined policy for Pollution and Professional Liability may be used to satisfy both requirements, provided that total limits meet or exceed the amounts specified.
3. All policies must provide at least thirty (30) days' prior written notice to Company of cancellation, non-renewal, or material change in coverage.
4. All applicable policies must:
 - Name Company and its affiliates as additional insureds (not applicable to Workers' Compensation or Professional Liability);
 - Be primary and non-contributory with respect to any insurance maintained by Company; and
 - Include a waiver of subrogation in favor of Company and its affiliates (including Workers' Compensation and Employer's Liability).
5. Professional Liability / Errors & Omissions policies must:
 - Maintain required limits through the term of the Agreement and for three (3) years thereafter, or longer if required by statute of repose;
 - Include a retroactive date that is no later than the effective date of the applicable SOW or PO.
6. Certificates of Insurance and all required endorsements must be:
 - Delivered to Company prior to commencement of any Services or Deliverables; and
 - Updated and re-submitted upon each policy renewal or replacement, and prior to the expiration of any current certificate.

* The General Insurance Requirements provided in this exhibit summarizes general insurance requirements for convenience and reference. Supplier is responsible for reviewing both this exhibit and the Agreement to ensure compliance with all applicable insurance obligations. In the event of any conflict or inconsistency between this exhibit and the terms of the Agreement, the terms of the Agreement shall govern and control.

EXHIBIT B

POLICIES AND PROCEDURES

Failure to comply with any of the requirements in this Section will be cause for termination of this Agreement or any PO or SOW by Company. Company may amend its policies and procedures from time to time and update this Policies and Procedures exhibit. Amended policies shall become effective thirty (30) days after written notice to Supplier. Policy changes shall not apply retroactively to Services already commenced under existing POs or SOWs unless mutually agreed or required by Applicable Law.

1. Company's **CODE OF BUSINESS CONDUCT AND ETHICS** published on Company's website at [Insert Website/Procurement Portal]
2. Company's **SUPPLIER REQUIREMENTS STANDARD** published on Company's website at [Insert Website/Procurement Portal]
3. Company's **EHS REQUIREMENTS STANDARD** published on Company's website at [Insert Website/Procurement Portal]
4. Company's **DATA SECURITY AND PRIVACY STANDARD** published on Company's website at [Insert Website/Procurement Portal]
5. Company's Network Use Policy
6. Company Electronic Equipment User Guidelines

Network Access. As a condition of access to and use of Company's information and communication technology infrastructure ("**Networks**"), Supplier and Supplier Personnel will: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by Company to access and use the Networks; (c) only access Network locations made available to Supplier by Company; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by Supplier and Supplier Personnel (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes.

Photography. Supplier shall not take or allow Supplier Personnel, subcontractors, or Suppliers, or any person(s) employed or engaged by any of them to take, photographs at any Site for any purpose without the express written consent of Company, which shall be subject to any Company review process. This prohibition of on-site photography includes any still photographs or videos, whether taken with photography equipment, phones, personal devices, or drones.

Safety.

1. **Regulatory Requirements/Safety.** Deliverables and Services supplied by Supplier shall comply with the requirements of the Occupational Safety and Health Act (“**OSHA**”) and all other applicable federal, state and local worker safety laws, rules and regulations, including all standards and regulations which have been promulgated by the governmental authorities which administer such acts and said requirements, standards and regulations are incorporated herein by reference, applicable to the Deliverables and Services. The Supplier shall be directly responsible for compliance therewith on the part of its agents, employees, subcontractors, sub-tier subcontractors, and materialmen and shall directly receive and be responsible for all citations, assessments, fines, or penalties which may be incurred by reason of the failure of its agents, employees, materialmen, subcontractors, or sub-tier subcontractors to so comply. The Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement or PO.
2. **Familiarity with Site.** As a condition to accessing a Site or performing Services at a Site, Supplier Personnel will, at Supplier’s initiative and expense, become familiar with, and abide by Site safety rules and guidelines, which may be modified or changed. Supplier represents and warrants that Supplier Personnel accessing a Site or performing Services at a Site will be adequately trained by Supplier and at all times comply with safety and regulatory standards applicable to a Site.
3. **Safety Data Sheets.** If applicable, Supplier will provide each Site with all appropriate Safety Data Sheets (“**SDS**”) at the time of delivery of each shipment of Deliverables which requires such compliance, and/or for materials used by Supplier while performing Services and any updates of the same.
4. **Clean-Up.** Supplier, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of a Site in which the work was performed in a clean condition. Should Supplier fail to clean up a Site after completion of work, Company will have the right to remove the materials and set off the cost of clean up against amounts owed to Supplier.
5. **Supplier Safety Reporting.** Supplier will present, and will require its subcontractors entering a Site to present, Experience Modification Rating (“**EMR**”) and Recordable Incident Rate (“**RIR**”) rates to Company upon request. Supplier acknowledges that EMRs and RIRs acceptable to Company are a pre-condition to performing Services on a Site. An unacceptable rating is cause for Company’s termination of this Agreement.
6. **Accident and Injury Reporting.** Supplier will promptly report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Supplier Personnel occurring at a Site. Supplier agrees to cooperate and assist in any Company investigation of incidents.
7. **Drug and Alcohol Policy.** Supplier will not bring or permit Supplier Personnel to bring onto or near a Site any alcohol or any drugs that are illegal under federal or state law. Supplier will have an established, appropriate drug and alcohol policy for Supplier Personnel.
8. **Firearms Policy.** Supplier will not bring or permit Supplier Personnel to bring any firearms onto or near a Site.
9. **Hazardous Materials.** If Supplier uses or provides chemicals, PCBs, or any potentially hazardous materials in the performance of Services or the supply of goods, Supplier assumes responsibility for, and shall indemnify and defend Company from, any loss, release, or environmental incident arising out of

Supplier's unloading, discharge, storage, handling, or disposal of any chemical or container holding potentially hazardous materials, including the use of potentially hazardous material alone or in combination with other substances, and for Supplier's noncompliance with any related laws or regulations.

10. **Equipment and PPE.** Supplier is solely responsible for providing appropriate personal protective equipment ("PPE") and equipment for use by Supplier Personnel entering or accessing a Site. If while performing Services Supplier uses vehicles, rigging, blocking, scaffolding, or other equipment ("**Equipment**") or PPE owned by Company or a third party, then before using such Equipment or PPE, Supplier will determine, at its sole discretion and risk of loss, the adequacy of the Equipment or PPE to perform the required task and educate itself and Supplier Personnel regarding the appropriate and safe usage of the Equipment and PPE.

11. **Asbestos.** While performing Services, Supplier may encounter asbestos or asbestos containing materials. Supplier represents and warrants, if applicable, that all Supplier Personnel performing Services are adequately trained to recognize and address any asbestos encountered while performing work using industry best practices, including but not limited to any applicable regulatory requirements or guidelines for handling such materials in a safe manner.

12. **Lead-Based Paint.** While performing Services, Supplier may encounter lead-based paint. Supplier represents and warrants, if applicable, that all Supplier Personnel performing Services are adequately trained to recognize and address any lead-based paint encountered while performing work using industry best practices, including but not limited to any applicable regulatory requirements or guidelines for handling such in a safe manner.

13. **Safety Plan.** Prior to performing Services on a Site, Supplier shall provide Company with a copy of its Site Safety Plan, demonstrating compliance with the obligations of this Agreement, and all applicable laws, ordinances, proclamations, rules, and regulations. Upon written request, Supplier shall provide Company an updated Safety Plan.

14. **Miscellaneous.** The Supplier shall, and shall require its subcontractors to: (i) be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying to the extent necessary or used for any Services; (ii) provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumber's torches and other flame and spark producing apparatus and comply with NFPA Standard No. 51B, as amended, or its replacement; (iii) execute any equipment use agreement, waivers, or related documents to the extent Supplier or Supplier's Personnel uses any equipment supplied by Company or an independent contractor of Company. Neither Supplier nor Supplier's employees are authorized to use any Company or third-party equipment. Any such unauthorized use shall be at Supplier's sole risk and Supplier releases Company from all damages, liabilities, losses, fines, claims, and expenses associated with the same.

PUBLIC SECTOR ADDENDUM

1. **Public Records Access.** Supplier acknowledges that Company is subject to public records laws and that this Agreement and related documents may be subject to disclosure. Supplier shall cooperate with Company's public records obligations and may be required to provide records directly to requesting parties. Any information Supplier considers proprietary should be clearly marked, though Company cannot guarantee confidentiality of such information.
2. **Open Meetings Compliance.** Supplier acknowledges that Company's governing body conducts business in public meetings subject to open meeting laws, and Supplier may be required to present to or answer questions from Company's governing body in public session.
3. **No Conflicts of Interest.** Supplier represents that no conflict of interest exists between Supplier and Company, and that no Company employee, official, or board member has any financial interest in Supplier or this Agreement. Supplier shall immediately disclose any potential conflicts that arise during the Agreement term.
4. **Gift and Gratuity Prohibition.** Supplier shall not offer or provide any gifts, gratuities, entertainment, or other benefits to Company employees, officials, or board members.
5. **Prevailing Wage Compliance.** [If applicable] Supplier shall comply with all applicable prevailing wage laws and shall pay not less than the prevailing wage rates for the locality where Services are performed.
6. **Buy American/Local Preference.** Supplier shall comply with any applicable Buy American requirements and local/domestic preference laws. Supplier shall provide documentation of compliance upon request.
7. **Minority/Women/Disadvantaged Business Enterprise (M/W/DBE).** Supplier shall make good faith efforts to utilize certified minority, women-owned, and disadvantaged business enterprises as subcontractors and suppliers, and shall report utilization as required by Company.
8. **Right to Audit.** Company and its authorized representatives, including independent auditors and government oversight agencies, shall have the right to examine and audit Supplier's records related to this Agreement during normal business hours and upon reasonable notice.
9. **Governmental Oversight.** Supplier acknowledges that Company may be subject to oversight by state auditors, federal agencies, or other governmental bodies, and Supplier shall cooperate with any such oversight activities.
10. **Appropriations Dependency.** This Agreement is subject to the availability of appropriated funds. If sufficient funds are not appropriated or become unavailable, Company may terminate this Agreement without penalty upon written notice to Supplier.
11. **Multi-Year Funding Disclaimer.** Any multi-year commitments under this Agreement are subject to annual budget appropriations, and Company's obligations are limited to funds actually appropriated for each fiscal year.

Performance/Payment Bonds [For construction/high-value services] Supplier may be required to provide performance and payment bonds in amounts specified in individual SOWs.

Termination for Public Convenience. Company may terminate this Agreement at any time for public convenience upon [30-60] days written notice. In such event, Company shall pay Supplier for Services satisfactorily performed through the termination date.

Termination for Public Interest. Company may immediately terminate if continuation of the Agreement would be contrary to the public interest or if Supplier is debarred, suspended, or otherwise becomes ineligible for public contracts.

Procurement Protest Rights. This Agreement may be subject to procurement protest procedures under applicable law. Company reserves the right to suspend performance pending resolution of any protests.

Alternative Dispute Resolution. [Many public entities require mediation before litigation] Any disputes shall first be submitted to non-binding mediation before pursuing other remedies.

Federal Funding Compliance (if applicable)

Federal Grant Compliance. If Services are funded in whole or in part by federal funds, Supplier shall comply with all applicable federal requirements, including:

- Equal Employment Opportunity requirements
- Davis-Bacon prevailing wage requirements
- Buy American requirements
- Debarment and suspension certifications
- Lobbying restrictions
- Environmental compliance requirements

Political Activity Restrictions

Political Activity Prohibition. Supplier shall not use any payments received under this Agreement for political contributions, lobbying activities, or other political purposes prohibited by law.

Campaign Finance Compliance. Supplier certifies compliance with applicable campaign finance and political contribution laws.

Local Government Additions:

- Local business preference requirements
- Living wage ordinances
- Environmental sustainability requirements
- Community benefit requirements

Federal Contracting (if applicable):

- FAR compliance requirements
- DFARS compliance (for defense-related work)
- Cybersecurity requirements (NIST, CMMC)
- Small business subcontracting plans