

**TERMS AND CONDITIONS**  
**(Purchase of Consulting/Professional Services)**

The following terms and conditions and those specified in the Purchase Order issued by Company to Consultant shall exclusively govern Company's purchase of all services from Consultant under the Purchase Order and are services for the regular conduct of Company's business.

**1) OFFER AND ACCEPTANCE:** These Terms and Conditions, together with the Purchase Order issued by Company (collectively the "Order"), constitute an offer to Consultant expressly limited to the terms herein. No different or additional term or condition contained in Consultant's acceptance or acknowledgment (whether or not material) shall alter the terms hereof or be a part of the contract unless accepted by Company in writing. Company reserves the right to revoke this offer at any time prior to its acceptance. THIS ORDER SHALL BE DEEMED ACCEPTED BY CONSULTANT ACCORDING TO ITS TERMS UPON THE DATE OF ISSUANCE (UNLESS CONSULTANT NOTIFIES COMPANY TO THE CONTRARY IN WRITING WITHIN 3 BUSINESS DAYS OF RECEIPT) OR, IF EARLIER, UPON CONSULTANT'S ACKNOWLEDGEMENT, COMMITMENT OR BEGINNING OF PERFORMANCE.

**2) DELIVERY:** The time and date of delivery of the services ordered are of the essence. In accepting this Order, Consultant shall furnish all necessary management, supervision, personnel, equipment, tools, materials and supplies necessary to provide the services, Company may designate specific employees of Consultant to perform the services and such personnel shall not be removed without the prior written approval of Company.

**3) PRICE:** Prices specified in this Order are inclusive of all costs, charges and fees, and shall remain fixed for all scheduled services, unless otherwise agreed to in writing by Company.

**4) TAXES:** Consultant shall pay all applicable sales, use and other taxes on this Order unless Company otherwise agrees in writing or furnishes an exemption certificate,

**5) DELAYS, FORCE MAJEURE:** An extension of time to complete performance shall only apply for delays caused by conditions over which a party has no control. Consultant shall not be entitled to compensation for delays, acceleration, inefficiency or other type of impact resulting from any delays, and shall be fully compensated by an extension of time.

**6) INDEPENDENT CONTRACTOR:** In performance of this Order, Consultant shall be at all times an independent contractor to Company, and not its agent.

**7) PAYMENTS:** Consultant shall submit invoices only upon completion of delivery and performance. Unless otherwise specified in this Order, Company shall issue payment within 30 days of receipt of a correct invoice provided Consultant has satisfactorily completed performance. Adjustments for rejected services, overpayments, retainage, or other amounts shall be deducted from subsequent payments due or, at Company's option, promptly refunded by Consultant upon request.

**8) CONFLICTING TERMS:** In the event of a conflict, the order of priority is: (a) Company's Purchase Order and the provisions included by Company on the face thereof; (b) documents attached to and incorporated in this Order, and (c) these Terms and Conditions.

**9) CONDITION OF SITE:** Consultant accepts and shall familiarize itself with any conditions affecting where the services are being performed.

**10) SET-OFF:** Company shall have the right to set off any amount owing from Consultant to Company or its affiliates against any amount payable pursuant to this Order.

**11) PROGRESS REPORTS AND AUDIT:** Consultant shall provide Company progress reports as the services are completed. Upon request, Consultant shall provide access to its facilities and books and records, and those of its subcontractors and suppliers, as Company may require for inspection and/or audit purposes. No such inspection or audit shall relieve Consultant of its obligations under this Order.

**12) WARRANTY:** Consultant warrants that the services performed hereunder shall conform to the description and specifications contained in this Order and shall be performed with due diligence in a good and workmanlike manner consistent with the standard of care and skill customarily exercised by persons performing services in the industry or field in which Consultant is engaged. Consultant warrants the technical accuracy of the documents provided pursuant to the services. Consultant's warranties shall survive any delivery, acceptance, payment, termination, or expiration of this Order and extend to Company, its successors, assigns, customers, and users of its services or products.

**13) LIENS:** Consultant hereby waives and shall not make or file, or permit to be made or filed, any mechanic's or other lien or claim for labor, goods, services, or materials furnished pursuant to this Order; provided, however, that the aforesaid waiver of Consultant's right to file a mechanic's lien shall be effective only to the extent that payment is actually received by Consultant for the labor, goods or materials provided by Consultant. Additionally, Consultant shall submit to Company upon request with each pay application or invoice, including the final pay application or invoice, for itself and for each subcontractor, if any, conditional and unconditional waivers provided by Company for progress and final payments. Consultant at its sole expense shall promptly discharge any lien, failing which Company may do so at Consultant's expense.

**14) CONFIDENTIALITY:** Without Company's prior written consent, Consultant shall neither disclose to any person outside its employ nor use for purposes other than performance of this Order any information pertaining to the existence or terms of this Order, including but not limited to specifications and descriptions in this Order. Upon termination of this Order, Consultant, at Company's request, shall return to Company or certify the destruction of all written documentation provided to or generated by Consultant in performance of this Order.

**15) TERMINATION:** Company shall have the right to suspend or terminate the contract formed by the acceptance of this Order for convenience or cause, at any time by written notice to Consultant. Consultant shall be entitled to the price of any services performed prior to the notice of suspension or termination. In the event the termination is for cause, Company may in addition to termination, pursue any other rights or remedies it may have available under this Order or the Applicable Laws (defined below) and recover all expenses incurred by Company arising from Consultant's default, including without limitation, all reasonable attorneys' fees and expenses. *Insurance levels may be adjusted based on the services/supplies provided.*

**16) INSURANCE:** Before Consultant commences delivery of any services on Company's premises or the premises of Company's customer, and during the term of this Order, Consultant shall maintain the following minimum insurance coverages (or such other specific insurance and/or limits determined by Company to be appropriate), and shall furnish Company upon request with certificates reflecting such insurance: Commercial General Liability ("CGL"), including products and completed operations - \$1,000,000 per occurrence and \$2,000,000 aggregate; Automobile Liability, for all owned, hired, and non-owned vehicles - combined single limit of \$1,000,000 per accident for bodily injury and property damage; and Workers' Compensation, as required by Applicable Laws, and Employer's Liability - \$1,000,000 per accident. Consultant shall name Company, its parent, subsidiaries and affiliates as additional insureds on the CGL and Automobile policies. All policies shall contain a waiver of subrogation in favor of Company. The coverages required under this Order shall be primary and non-contributory. Coverage must be placed with insurance carriers having a minimum AM Best rating of A. All insurance coverages shall be effective in the state(s) in which Consultant performs hereunder and shall provide for no reduction, cancellation or alteration to be effective until thirty (30) days after written notice thereof is actually given to Company.

**17) INDEMNITY:** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Company, its affiliates and their employees, officers, directors, and agents, from and against any and all claims, demands, causes of action, damages, liabilities, judgments, losses, fines, awards, penalties, costs and expenses (including attorneys' fees and costs of defense) arising or resulting from Consultant's performance under this Order and attributable to: (a) the negligent or willful act or omission of Consultant, Consultant's subcontractors, suppliers, employees or invitees, or anyone for whose acts Consultant may be liable; (b) Consultant's failure to comply with any provision of this Order; or (c) Consultant's failure to comply with Applicable Laws, Safety Rules or Permits (defined below). Consultant shall be obligated to indemnify and defend the indemnitees against their concurrent negligence to the fullest extent permitted by Applicable Laws, but not their sole negligence or willful misconduct, if any. Consultant's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Consultant under any applicable state workers' compensation statute, disability statute, or any other employee benefit law, rule or regulation.

**18) OWNERSHIP:** Consultant agrees that Company shall be entitled to all right, title and interest in and to all ideas, conceptions, discoveries, inventions, improvements, designs, methods, techniques, processes and software, whether or not subject to patent or copyright protection, that are developed by Consultant alone, with Company or jointly with others and that (a) are conceived, made or developed during the course of the services and relate in any way to the research, product development or business of Company, (b) are conceived or reduced to practice by Company within the scope of Consultant's services, or (c) come to Consultant during the course of its services as a result of the services (collectively, "Intellectual Property"). Consultant further agrees that it will assign to Company Consultant's entire right, title and interest in and to all such Intellectual Property and that Consultant will execute at any time during or after the performance of the services an assignment for any such Intellectual Property. Consultant agrees that any copyrightable works falling within such Intellectual Property shall constitute a "work made for hire" within the meaning of the United States Copyright Act.

**19) INTELLECTUAL PROPERTY:** Consultant's indemnity obligations hereunder shall include any claim against Company that any services or goods furnished under this Order infringe any patent, copyright, or other intellectual property interest. If Company's use of the services or goods is held to be an infringement or is enjoined (or, if Company reasonably believes such is likely to occur) Consultant shall, at its sole expense as Company requests, obtain for Company the right to continue using the services or goods or replace or modify them to be non-infringing, but functionally equivalent.

**20) COMPLIANCE WITH LAWS, SAFETY RULES, PERMITS:** In performing hereunder, Consultant will comply with all applicable governmental laws, ordinances, codes, rules, regulations, standards, orders and other requirements ("Applicable Laws"), and with all safety and security requirements and policies of Company ("Safety Rules"). Consultant will also obtain and comply with all required permits, licenses and authorizations ("Permits").

**21) ENTIRE AGREEMENT:** This Order in accordance with its Terms and Conditions contains and reflects the entire agreement between Company and Consultant, including all exhibits, specifications, drawings, schedules, riders, supplements, amendments, addenda, standards and other conditions referenced in and/or attached to this Order and supersedes all prior agreements and understandings, whether oral or written, between them with respect to the subject matter hereof. No additions to or changes in this Order shall be made unless first authorized in writing by Company. Any terms, conditions and/or counteroffers issued by the Consultant, either prior to or after the issuance of this Order, whether or not they are contrary to the terms and conditions in this Order or are written or verbal, are hereby rejected and are null and void, with no legal effect. Acceptance of this Order is strictly based on the terms and conditions contained herein. Commencement of and/or providing the services is acceptance of all the terms and conditions contained in this Order. Neither party shall have the right to pursue any claim or action regarding express or implied representations that were made prior to the effective date of this Order or which are not part of this Order.

**22) DISPUTES, JOINT DEFENSE:** Consultant agrees any dispute or claim arising out of this Order shall be settled at Company's request in its sole discretion by binding arbitration under the American Arbitration Association or similar rules. The forum for any dispute, whether arbitration or litigation, shall be in Allegheny County, Pennsylvania; however, Company shall have the right to join Consultant in any third-party action arising out of this Order, wherever the forum. Should Company and Consultant both be named as defendants in any third-party claim or action arising out of this Order, then at Company's request in its sole discretion, Consultant and Company will cooperate and enter into an agreement for the joint defense of their common interests to the extent permitted by law.

**23) ASSIGNMENT:** Any assignment or subcontracting of rights or obligations by Consultant under this Order in whole or in part without the prior written consent of Company is void. Company reserves the right to assign this Order in whole or in part to any affiliate. The contract formed by the acceptance of this Order shall inure to and be binding upon the parties hereto and their successors and permitted assigns.

**24) SUPPLIER DIVERSITY:** As requested by Company, Consultant shall provide Company any information reasonably requested by Company regarding its supplier diversity program, if any, including without limitation, the names of the diverse suppliers with whom Consultant currently does business, the amount of spend that Consultant has with diverse suppliers, whether Consultant requires its diverse suppliers to be certified as a diverse business enterprise, and other similar information related to Consultant's supplier diversity program.

**25) CODE OF CONDUCT:** In providing the services, Seller shall comply with Buyer's Code of Business Conduct and Ethics ("Code of Conduct") as applicable and updated from time to time, which is available for download from the Investors section of Buyer's website, unless Seller has its own code or similar document ("Code"). If Seller has a Code, Seller represents and warrants that: (a) its Code complies with US Federal Sentencing Guidelines and all other applicable incentives and standards issued by a governmental body dealing with an effective ethics and compliance program, and any amendments thereto, (b) its Code complies with all applicable laws, (c) Consultant shall promptly provide Company a copy of its Code, including any amendments thereto, upon Company's request, (d) Consultant shall promptly provide any information reasonably requested by Company regarding the enforcement and effectiveness of Consultant's Code, and (e) during the term of this Agreement, Consultant's Code shall be in compliance with this paragraph and if at any time such is not the case, Consultant shall comply with Company's Code of Conduct until Consultant's Code meets the requirements of this paragraph.

**26) NON-RECOURSE:** Consultant hereby agrees that it shall have no recourse against any affiliate of the Company including, but not limited to, any general partner of the Company, for any claims or other liabilities under this Purchase Order.

**27) GENERAL:** The laws of the Commonwealth of Pennsylvania, without reference to conflicts-of-laws principles, shall govern this Order. The rights and remedies provided herein are in addition to those available to Company at law or in

equity. In no event shall a failure by Company to enforce any right or remedy herein or otherwise available be deemed a waiver of such right or remedy. The partial or complete invalidation of any provision herein by a court having jurisdiction shall not affect the validity of any other provision to the maximum extent permitted by law.

In Witness Whereof, the parties have caused this Order to be duly authorized and executed and acknowledge agreement upon the foregoing terms and conditions.

**CONSULTANT**

**COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_