

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

This contract ("Contract") consists of the applicable purchase order or service order from Buyer ("Order"), these Terms and Conditions, any purchase contract or other agreement executed by **THE CLEVELAND ELECTRIC LABORATORIES COMPANY** ("Buyer") and Vendor and attached to or referring to these Terms and Conditions, or incorporated herein and/or in the Order ("Agreement") and the other Contract Documents, and applies to all services (together with any Projects, the "Services"), goods, items, software, drawings and deliverables, including all supplies used in or provided in connection with the performance of any Services, ("Products"), and that the vendor, supplier, independent contractor or other party named in the Order ("Vendor") sells, supplies, delivers or provides to or for Buyer, whether separately or in connection with any installation, construction, reconstruction or other project described in the Order ("Project" and together with the Products and Services, as applicable, the "Deliverables").

1. **CONTRACT.** The terms of this Contract, including these Terms and Conditions, shall apply to all purchases of Deliverables by Buyer from Vendor and Buyer's purchase of Deliverables is expressly made conditional on Vendor's assent to these Terms and Conditions. Vendor will be deemed to have accepted this Contract (and all terms hereof) and this Contract will become a binding contract upon the earliest of (i) Vendor's written acceptance of the Order, (ii) Vendor beginning performance of this Contract, (iii) Vendor's shipment or delivery of any permitted unit or partial unit of the Products or commencement of any Services, or (iv) other conduct by Vendor recognizing the existence of a contract. The Order (including these Terms and Conditions) is an offer, limited to the terms expressly set forth in this Contract, and Vendor's acceptance is solely limited to the acceptance of all the terms expressly set forth in this Contract. This Contract supersedes any other terms or conditions in any correspondence, proposal or other document provided by Vendor and no different or additional terms in Vendor's acceptance, invoice or other document or verbal communication will become part of the Contract without Buyer's written consent and Buyer expressly rejects all such different or additional terms or conditions. Transactions between Buyer and Vendor may be conducted electronically.

2. **CONTRACT DOCUMENTS.** The "Contract Documents" consist of the Order; any Agreement; any schedule, budget, pricing, fees, workletter, improvements, space plans, rendering, drawings and specifications provided by Buyer to Vendor or provided by Vendor and attached to these Terms and Conditions or approved in writing by Buyer ("Specifications"); these Terms and Conditions; any written change orders, amendments and supplements to any of the foregoing ("Change Orders"); and any non-disclosure agreement executed by Vendor ("NDA") in favor of Buyer or its parent, subsidiaries and affiliates at any time now or hereafter. The Contract Documents are intended to be interpreted harmoniously if reasonably possible, but in the event of conflict, the order of precedence is as follows: the Agreement, Change Orders, the Specifications, the Order, any NDA and these Terms and Conditions.

3. **MODIFICATIONS AND CHANGES.** This Contract (including the Deliverables and prices) cannot be changed, amended or modified except in a Change Order or other writing signed by an authorized representative of the party against whom enforcement is sought.

4. **WARRANTIES.** Vendor represents and warrants to Buyer as follows: (a) Title. Upon delivery or completion, Buyer shall have good and marketable title to the Deliverables, free and clear of all liens, taxes, charges and other encumbrances. (b) Products. The Products and their components (i) are merchantable and of good quality and workmanship and free from defects in design, workmanship, and materials; (ii) are fit for their ordinary intended purposes and any purposes specified herein or otherwise communicated to Vendor; (iii) conform to the Specifications and other Contract Documents and comply with all Applicable Laws (defined below); (iv) conform to the descriptions on their labeling and packaging; and (v) are new and not previously used (unless specifically designated on the face of the Order as refurbished, rebuilt, or used) and in good working order. (c) Services; Projects. The Services and any Project will be of good quality and free from defects in design, workmanship and material and will be performed, completed and delivered lien-free in a timely, safe, professional, thorough and workmanlike manner by qualified personnel using qualified Products, in strict compliance with the Contract Documents and all Applicable Laws, and in accordance with industry standards. Vendor represents and warrants that (i) Buyer has provided all information that Vendor deems necessary to perform the Services and complete the Project; (ii) it is fully aware of the purpose of the Services and the Project; and (iii) the Services and the Project will

accomplish the intended purpose. (d) Assigned Warranties. Buyer shall have the benefit of, and to the maximum extent possible Vendor hereby assigns to Buyer, all warranties and guarantees, express or implied, made by or on behalf of any manufacturer, licensor, subcontractor or supplier with respect to any Deliverables (including software) or other goods, software, and materials used in or installed as part of any Deliverables. Vendor shall cooperate with Buyer in enforcing any such warranties and guarantees. Vendor shall manufacture, deliver and perform, as applicable, all Deliverables in such manner as to preserve all such manufacturer's warranties.

5. NON WAIVER; REMEDIES. No waiver of any rights or obligations shall be (i) implied, whether by course of dealing, any failure or delay in exercising any right, power or privilege hereunder, or otherwise, or (ii) effective unless in writing and signed by the party holding such rights or to whom such obligations are owed. Any waiver shall be effective only in the specific instance and for the specific purpose stated in such writing and shall not obligate the waiving party to grant any further, similar, or other waivers. Except as expressly provided in this Contract, all Buyer's and Vendor's rights and remedies are cumulative, not alternative or exhaustive, and are in addition to all other rights and remedies available at law or in equity, and the exercise of any remedy shall not preclude the exercise of any other remedy.

7. TIMELY DELIVERY; SUPPLY. Time is of the essence of this Contract. If any delivery of Products or performance of Services is not made when promised, Buyer may, without waiving or prejudicing any of its other remedies, refuse any Deliverables and cancel all or any part of the Order without liability. If Vendor anticipates at any time that it will be unable to deliver the quantity of Products ordered because of a supply shortage, Vendor will allocate its supply so as to deliver Products to Buyer in the same proportion as delivered to substantially similar customers for substantially similar products ordered in substantially similar quantities.

8. SHIPMENT TERMS; FREIGHT CHARGES; RISK OF LOSS; TITLE. Vendor shall deliver the Products in accordance with the delivery terms set forth in the Agreement or Order and if no delivery terms are stated in the Agreement or Order, Vendor shall deliver the Products on FCA (Free Carrier), vendor facility terms (INCOTERMS® 2020) unless otherwise specified by the Buyer. Vendor is responsible for Product packaging, including all handling, bagging, blocking, barreling, boxing, crating, drayage, storage, and other packing charges. Vendor shall identify the Order on all packing lists, bills of lading and other shipping documents tendered to a carrier. Vendor shall be responsible for any additional charges if shipment other than as indicated above becomes necessary to fulfill Vendor's obligations for timely delivery, and for excess transportation charges in connection with Vendor's failure to comply with Buyer's or any carrier's packing requirements. Title and risk of loss with respect to the Products shall pass to Buyer (subject to its inspection and return rights) upon completion of Vendor's delivery obligations in accordance with the applicable delivery terms.

9. PRODUCT INSPECTION AND REJECTION. Products shall not be deemed accepted by Buyer until they have been physically received and inspected at Buyer's site and tested and accepted by Buyer. Buyer will inspect and test Products within a reasonable time after such receipt, irrespective of payment dates and other payment terms. If any Products are found to be non-conforming upon Buyer's inspection, or are shipped contrary to instruction or on a shipping date not specified by Buyer, Buyer shall have the right, without waiving or prejudicing any of its other remedies, to reject such Products and return them or hold them at Vendor's expense as rejected goods. Buyer may charge Vendor with storage and freight costs (inbound and outbound) and any other expenses incurred by Buyer with respect to nonconforming Products, including disposal costs.

10. ACCEPTANCE OF SERVICES. Services (in connection with a Project or otherwise) shall not be deemed complete until accepted in writing by Buyer. If Buyer determines that any of the Services are defective or do not conform to the Contract Documents, Buyer may, without waiving any other rights or remedies, notify Vendor of such defects or non-compliance and Vendor shall re-perform the Services or take such other action as necessary to remedy the defect or non-conformity and pay Buyer's costs, expenses and other damages arising therefrom. Alternatively, if Buyer reasonably determines that it is not technically or economically feasible to correct the defect or non-conformity in any Services or Project, Vendor shall deduct from the price (or refund to Buyer) an equitable amount acceptable to Buyer. If Vendor fails to correct the defect within (i) five (5) days after Buyer's notice, or (ii) if the defect is not capable of being corrected within five (5) days, Vendor fails to commence and continue to use all reasonable efforts to correct the defect promptly, Buyer may perform or re-perform the Services and Vendor shall deduct from the price (or refund to Buyer) Buyer's reasonable costs. Vendor's correction of a defect or non-

conformity shall also be subject to the provisions of the Contract Documents to the same extent as the Services originally performed.

11. PRICE. The price for the Deliverables is set forth in the Order (the "Price"), and Vendor cannot add charges for taxes (other than sales or use taxes on the Deliverables based on Buyer's purchase or use of such Deliverables), shipping, packaging or other matters without Buyer's express prior written agreement, unless otherwise indicated on the Order. Vendor shall be responsible and pay for all taxes, duties, fees, and other charges other than sales tax. Vendor specifically and expressly assumes the risk of any foreseen or unforeseen event or cause occurring after the date of the Order and affecting costs or pricing.

12. INVOICES; PAYMENT. Vendor shall invoice Buyer for the Deliverables promptly after delivery. Invoices for Products must not be dated before the shipping date (unless specified in the Order). Invoices must be in acceptable form, contain the applicable PO number, and include such supporting documentation as Buyer may reasonably require, including adequate evidence of shipment and/or delivery of Products or progress and/or completion of Services. If an invoice is defective, the payment date (including dates for net invoices or cash discount) will be computed from Buyer's receipt of an acceptable corrected invoice. Drafts will not be honored. Buyer will not make payments for modifications to the original Order unless an appropriate Change Order is signed by both parties.

13. INTELLECTUAL PROPERTY. (a) With respect to those Deliverables created by Vendor specifically for Buyer ("Works"), Vendor acknowledges that all intellectual property rights, including without limitation, copyrights, patents, trademarks, trade secrets and other proprietary rights in the Works shall be owned by Buyer. Any and all right, title and interest in the Works, if eligible, shall be treated as "works made for hire" as defined in the Copyright Act of 1976, as amended, 17 U.S.C. §101, et seq, and shall be owned by Buyer. To the extent that any of the Works are not eligible for treatment as "works made for hire," Vendor hereby expressly and irrevocably assigns to Buyer all right, title and interest in and to all Works and any and all intellectual property rights therein and thereto free and clear of any liens or other encumbrances thereon, it being the intention of Buyer and Vendor that all Works are and shall be the sole and exclusive property of Buyer. Vendor will execute and deliver to Buyer all documents necessary to secure Buyer's ownership in the Works at no cost or expense to Buyer. Any Technology (as defined below) or other intellectual property that is pre-existing and owned by Vendor, or developed by Vendor incidental to the Deliverables shall remain the property of Vendor and shall not be transferred or assigned to Buyer under this Contract. However, with respect to those Deliverables, or any intellectual property (including any software, computer programs, or other technology) included in or provided with any Deliverables ("Technology"), not considered Works, Vendor hereby grants to Buyer an unlimited, irrevocable, perpetual, nonexclusive, paid-up, royalty free, worldwide license to use, reproduce, create derivative works from, modify, and dispose of Deliverables and such Technology, as well as any other rights in the Deliverables necessary for Buyer to have full use and enjoyment of the Deliverables. (b) Vendor represents and warrants to Buyer that (i) the Products, and the sale, delivery and intended use of the Products under this Contract, will not infringe on any intellectual property or other rights of any third party, (ii) Vendor has all rights in the Deliverables and Technology necessary to create, sell and deliver the Deliverables to Buyer and grant to Buyer the rights granted herein, (iii) Buyer shall have the right to use such Technology free of the rightful claim of any third person by way of infringement, misappropriation, or the like, and (iv) all such Technology shall comply with and perform in accordance with the manufacturer's or supplier's specifications and documentation as delivered to Buyer.

14. CONFIDENTIALITY AND NON-DISCLOSURE. All confidential, non-public, trade secret, proprietary, commercially or personally sensitive, technical, business or financial information or know-how that is received, learned or observed by Vendor in connection with this Contract and relates to Buyer or is directly or indirectly disclosed or furnished by or on behalf of Buyer, regardless of source or form and whether or not such information is marked as confidential or proprietary (collectively, "Confidential Information"), shall be deemed Buyer's confidential and proprietary information. Recipient will keep confidential and not, directly or indirectly, in any way, (i) use the Confidential Information for any purpose other than to provide the Deliverables; or (ii) reveal, report, publish, divulge, disclose or transfer any of the Confidential Information. At Buyer's request, Vendor shall immediately return all Confidential Information to Buyer or provide proof of its destruction. Vendor agrees to inform its employees and independent contractors of the requirements of this Section, and to ensure their compliance with it. This Section does not apply to Confidential Information to the extent Vendor can show that (a) it is generally

available to the public through no fault of Vendor, (b) was received by Vendor prior to this Contract from a third party without any obligations of confidentiality to Buyer or another party, or (c) was independently developed by Vendor without use of or access or reference to Confidential Information. This Section is in addition to and does not replace any NDA.

15. **SERVICES SUPERVISION AND PERSONNEL.** This Section applies only if Vendor is providing Services under the Contract. Vendor shall employ a competent, qualified superintendent to supervise the Services, and shall provide only competent and experienced personnel, all of whom must be satisfactory to Buyer, to fulfill Vendor's obligations under this Contract. Before commencing the Services, if Buyer requests, Vendor will provide Buyer with the names of all Vendor personnel who will be performing the Services, and their then-current hourly rates, if applicable. Vendor shall at all times enforce strict discipline and good order among its employees, and shall not employ for the Services any unfit persons or any persons not skilled in their assigned jobs. Buyer may, in its discretion, require Vendor to remove from providing the Services to Buyer any personnel of Vendor or any of its subcontractors for any reason, effective upon written notice from Buyer of such removal. Buyer will not be (i) liable for any decisions made or actions taken by Vendor with respect to the removed personnel and (ii) required to pay any costs associated with removed personnel effective upon Vendor's receipt of Buyer's notice to dismiss. Any personnel removed or reassigned will be replaced with personnel with substantially equivalent or better qualifications than the removed personnel. There will be no charge to Buyer while replacement personnel acquire the necessary training and familiarity with the Services. Vendor personnel are not employees of Buyer, and therefore shall not be eligible to participate in or accrue benefits under any Buyer employee benefit plan or program. Vendor shall at all times be solely responsible for the payment of all employee salaries and benefits and all payroll taxes for and relating to Vendor's provision of Services under this Contract. Without limiting any provision in this Contract but for greater clarity, Vendor and Buyer acknowledge and agree that this Section is not intended to require Vendor to take any action prohibited under Applicable Laws and that Vendor agrees that it will comply with all Applicable Laws in performance of its obligations under this Contract, including this Section. The requirements of this Section apply to the extent not prohibited by Applicable Laws.

16. **BUYER'S PREMISES.** If any of Vendor, its employees, subcontractors and agents, should enter Buyer's premises in connection with the Deliverables or Services, they shall comply with Buyer's safety rules and regulations and security requirements, including participating in Buyer's required training and instructional activities and complying with all environmental management systems and requirements, that are provided to Vendor. Vendor will cooperate with Buyer in the administration of such rules, regulations and requirements, and, at Buyer's request, deliver to Buyer periodic certifications as to Vendor's compliance. If applicable, Vendor and its personnel shall also establish and follow a Project-specific safety plan and hold regular meetings with its employees regarding safety. Before entering any facility of Buyer, Vendor shall sign such additional NDAs as Buyer may require at such facility.

17. **LEGAL COMPLIANCE.** (a) Vendor will identify and at all times comply with, and give all notices required under, all applicable foreign, federal, state, and local laws, executive orders, ordinances, treaties, conventions, rules, and regulations as in effect from time to time ("Applicable Laws"). Applicable Laws include, without limitation, those related to labor and employment, wage and hour, workplace safety, immigration, and anticorruption (including the US Foreign Corrupt Practices Act). With respect to any activities relating to Buyer, under no circumstances shall Vendor promise, offer, pay, cause to pay, receive payment, or take any action that could be considered a bribe Vendor will not undertake, cause, assist in or permit any activity that is illegal under, or that would have the effect of causing Buyer or Vendor to be in violation of, any Applicable Laws. Any listing herein of specific Applicable Laws shall not limit Vendor's obligation to identify and comply with all applicable foreign, federal, state, and local laws, executive orders, ordinances, treaties, conventions, rules, and regulations, whether or not specifically referenced in the Contract. Vendor shall immediately notify Buyer in writing of any breach of the obligations set forth in this section. (b) Vendor shall, at its expense, obtain, maintain and comply with all permits, authorizations and licenses necessary for the Deliverables and its performance of this Contract, including environmental permits, licenses and authorizations, and shall provide Buyer with copies on its request. Unless otherwise specified, Buyer shall obtain at its expense all permits, licenses and easements necessary for permanent structures or permanent changes in existing facilities in connection with any Project. (c) Without limiting Vendor's other obligations, Vendor agrees that it will not bring onto or permit to exist on Buyer's property any hazardous substance or solid waste without the prior written consent of Buyer and will not generate, handle, use, store, treat or dispose of any hazardous substance or solid waste on Buyer's property, except in compliance with all Applicable

Laws, including all environmental laws. Vendor will not permit any lien relating to hazardous substances or solid waste to attach to Buyer's property. Unless Buyer elects, in its sole discretion, in writing to oversee disposal of any waste, Vendor shall be solely responsible for removing, and shall properly and lawfully dispose of, any waste generated by Vendor during the course of manufacturing, performing or delivering the Deliverables. (d) Vendor represents and warrants to Buyer that it does not and covenants that it will not use any form of compulsory prison or slave labor or illegal child labor and does not physically abuse its workers. (e) Vendor agrees that Buyer may, at any reasonable time or times and at Buyer's expense, audit, or cause a third party to audit, Vendor's facilities and operations for compliance with the terms of this Section 17 and the terms of Section 18 below. Vendor shall permit the auditor selected by Buyer to enter Vendor's premises to conduct such audits and shall provide full access to its facilities, including an opportunity for confidential and private interviews with facility workers selected by the auditor, and shall make all documents and records related to such compliance available for the auditor's inspection and audit. The auditor may make copies of documents and records related to such compliance at Buyer's expense. No retaliation of any sort shall be taken by or through Vendor against any workers who participate in such private interviews or against the auditors. (f) For the avoidance of doubt, Vendor's failure to comply with the requirements of this Section 17 shall constitute a Default not capable of cure as contemplated by Section 19(v).

18. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY LAWS: (a) As applicable, the provisions of the Equal Opportunity Clauses pursuant to Section 202 of Executive Order 11246, as amended and 41 CFR Section 60-1.40; as well as 29 CFR Part 471, Appendix A to Subpart A, are herein incorporated by reference. (b) This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

19. DEFAULT. Any of the following events shall be a "Default" under this Contract: (i) any voluntary or involuntary bankruptcy case, assignment for the benefit of creditors, receivership or other state, federal or foreign insolvency proceeding is commenced with respect to a party or its properties; or (ii) a party becomes insolvent, is generally not paying or becomes unable to pay its debts as they become due (and in the case of Vendor, if Vendor fails to pay any subcontractor or other contractor when payment is due to such party by Vendor), discontinues its usual business, dies, or commences to dissolve, wind-up or liquidate itself; or (iii) more than 25 percent of the property of or ownership interests in Vendor is transferred; or (iv) a party fails to comply with any material term of this Contract or fails to perform any material obligations under this Contract and does not cure such failure within fifteen (15) days after written notice from the non-defaulting party; (v) a party fails to comply with any material term of this Contract or fails to perform any material obligation under this Contract and such failure is not capable of cure; or (vi) any material default by Vendor occurs under any other existing or future agreement between Vendor and Buyer or its affiliates and is not cured or waived within the grace period (if any) provided therein. Upon any Default, the non-defaulting party may exercise any or all rights and remedies provided herein or available at law or in equity.

20. TERMINATION. Upon any Default, the non-defaulting party shall have the right, in addition to and without waiving any other right or remedy, to immediately terminate the Order or this Contract. Buyer shall also have the right to terminate the Order or this Contract for Buyer's convenience upon 30 days' notice.

21. INDEMNITY. (a) Vendor shall protect, indemnify, reimburse, hold harmless and defend Buyer and its officers, directors, employees, workers, agents, servants, and invitees ("indemnified parties"), from and against all losses, costs, expenses (including reasonable attorneys' fees and other expenses of litigation, arbitration and investigation), damages, penalties, fines, demands, claims, suits and other liabilities, (collectively, "Liabilities") arising from or in connection with (i) the Deliverables; (ii) the presence of Vendor's employees, contractors, subcontractors or agents on Buyer's premises; (iii) Vendor's performance or nonperformance of its obligations under this Contract; or (iv) Vendor's or its employees', agents' or subcontractor's negligence or intentional misconduct, except to the extent caused by the negligence or intentional misconduct of Buyer or its employees. Vendor will reimburse each indemnified party for all Liabilities as they are incurred in investigating, preparing, pursuing or defending any claim, legal action, proceeding or investigation, whether or not in connection with pending or threatened litigation and whether or not any indemnified party is a party thereto. (b) Vendor shall also protect, indemnify, reimburse, hold harmless and defend the indemnified parties from and against all Liabilities arising from or in connection with any actual or alleged infringement of any patent, copyright, tradename or trademark, trade

secrets or other legal rights of any person resulting from or arising in connection with the Deliverables or Buyer's use, sale, or disposition thereof except to the extent such infringement is based on any Specifications furnished by Buyer. In addition to the foregoing obligation, upon notice of any claim or assertion of such infringement, Vendor shall, at no cost to Buyer, either: (i) obtain on behalf of Buyer the rights to continued use of the Deliverables; (ii) substitute with other suitable, functionally-equivalent, non-infringing Deliverables; and/or (iii) refund to Buyer all fees already paid for the allegedly infringing Deliverables, in which case Buyer may terminate this Contract. Buyer reserves the right to participate in the defense of any such claim without relieving Vendor of any obligation hereunder. Each party shall promptly notify the other of any claim of infringement.

22. **INSURANCE.** Unless otherwise indicated on the Order or other Contract Documents, during the term of this Contract and for at least five (5) years after Vendor's performance of its final obligations hereunder, Vendor shall, at its sole expense, maintain with a reputable insurance company with a current A.M. Best's rating of not less than A- and licensed in all states applicable to this Contract, the following insurance coverage, as applicable: (i) commercial general liability insurance, including products liability, completed operations liability, blanket contractual liability, broad form property damage coverage and personal injury liability insurance, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (ii) if Vendor's employees, agents or representatives will be entering onto Buyer's premises, (a) statutory workers' compensation and employers' liability coverage in each state where Services are to be performed, with a limit of liability for employers' liability (Coverage B) of not less than \$1,000,000 per accident; and (b) vehicle liability insurance on any owned, non-owned or hired vehicle to be used in providing the Services, or otherwise used by Vendor on Buyer premises, with limits of at least \$1,000,000 per occurrence combined single limit bodily injury and property damage; (iii) if the Services include professional services, professional liability (errors and omissions) insurance, with coverage limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and (iv) if the Deliverables involve construction, builders' risk insurance on all material delivered to Buyer's premises or to adjacent property and intended for use in the Deliverables or on Buyer's premises and all materials in place for the Deliverables. Vendor shall provide Buyer with satisfactory certificates of such insurance before beginning performance of this Contract and otherwise on request. All insurance required by this Contract other than worker's compensation insurance shall name Buyer as an additional insured or loss payee, as applicable. All insurance required by this Contract shall be primary and not entitled to contribution from any insurance maintained by Buyer and each workers' compensation policy shall contain a waiver of subrogation in favor of Buyer. Vendor shall give Buyer at least thirty (30) days' written notice prior to any material modification, cancellation or expiration without renewal of any of the required insurance coverage. Neither the foregoing insurance requirements nor the terms of any insurance policy will limit Vendor's liability or obligations under this Contract.

23. **BUYER'S PROPERTY.** If Buyer should at any time loan or deliver to Vendor any tools, equipment, raw materials, supplies, inventory or other property of any type for use in manufacturing, processing, testing, packaging, delivering or supplying the Deliverables, Buyer will retain all of its rights, title and interest in and to such property, all of which shall remain the sole property of Buyer. Vendor shall have no title to or interest in such property, and authorizes Buyer to file UCC financing statements to protect Buyer's interests therein.

24. **RIGHT TO AUDIT.** Buyer shall have the right, from time to time and at Buyer's expense, to access and audit Vendor's books and records or cause a third party to perform the audit (including timesheets and other relevant employee records) with respect to the Deliverables to verify compliance with this Contract. Vendor shall permit Buyer and/or the auditor selected by Buyer to enter Vendor's premises to conduct such audits, shall make all documents and records related to the audit available for the inspection and audit, and shall reasonably assist Buyer and/or the auditor with such audit. Buyer and/or the auditor may make copies of documents and records related to such compliance at Buyer's expense.

25. **INDEPENDENT CONTRACTORS.** Vendor is an independent contractor, and nothing in the Contract shall be deemed to create any partnership, agency, joint venture or other fiduciary relationship between Buyer and Vendor for any purpose. Vendor will not under any circumstances be, or be deemed to be, Buyer's agent.

26. **ASSIGNMENTS AND SUBCONTRACTS.** Vendor shall not assign, by operation of law or otherwise, delegate or subcontract this Contract or the Order or any of its rights or duties under this Contract or the Order without Buyer's express prior written consent and any assignment or delegation without such consent shall be void.

Vendor may not engage any person or entity as a subcontractor for all or any part of any Services or Project without Buyer's prior written consent. If Buyer provides such written consent, Vendor shall nevertheless remain responsible for the performance of all its obligations hereunder, and shall ensure that each subcontractor complies with all the terms and conditions of this Contract (including obligations to maintain insurance and confidentiality). Vendor is and will remain liable for any and all Services performed by, and any and all acts and omissions of, its subcontractors to the same degree that Vendor is liable for its own performance, acts and omissions.

27. NO EXCLUSIVITY. This Contract is not an exclusive agreement or a requirements contract and Buyer is free to purchase products or services similar or identical to the Deliverables from other vendors.

28. GOVERNING LAW; VENUE; JURY WAIVER. The Contract shall be governed by and construed in accordance with the laws of the United States of America and the State of Ohio, without regard to its conflict of laws provisions. The Convention on the International Sale of Goods does not apply. The sole and exclusive venue for all actions arising out of or relating to the Contract, or the breach, termination, cancellation, expiration or validity thereof, or the Deliverables shall be the state and federal courts located in Summit County, Ohio. Vendor consents to the jurisdiction of such courts and agrees not to object to venue therein. BOTH PARTIES WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS CONTRACT.

29. ENTIRE AGREEMENT; SEVERABILITY; SURVIVAL. Except as modified by the Order or Agreement, this Contract (along with any NDA) is the final and entire agreement between Vendor and Buyer with respect to the Deliverables, and supersedes all previous communications, promises, representations or agreements, whether verbal or written. Buyer objects to any terms contained in any Vendor documents that are additional or different or otherwise inconsistent with the terms hereof. If any provision of this Contract is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract unless it materially impairs the ability of the parties to consummate the transactions contemplated by this Contract. All indemnities and warranties and all provisions related to confidentiality, intellectual property, audit rights and insurance shall survive the termination, cancellation or expiration of this Contract.