

STANDARD TERMS & CONDITIONS—PURCHASE OF SERVICES (U.S.)

- Acceptance of Order; Complete Agreement; Changes:** You may accept the Order, which will also constitute acceptance of all of the terms and conditions herein, by signing and returning the Order or a copy of it to us, by commencing performance of the Services, or by otherwise indicating your acceptance. The Order, when accepted, constitutes the complete and exclusive agreement and understanding between us relating to the subject matter hereof and supersedes all prior agreements, understandings or statements, oral or written, for the same services, including the terms or conditions contained in your proposal or quotation, unless those terms and conditions are expressly identified by topic or paragraph number and expressly accepted by us on the face side of the Order. The Order expressly limits acceptance to the terms and conditions stated herein. We object to and reject all past or future additional or inconsistent terms or conditions proposed by you, in documents, by writings accompanying the performance of the services, or in any document tendered as responsive to the Order, unless we expressly indicate our consent in writing. You may not assume that our silence in response to any of your past or future documents or writings, even if coupled with our acceptance of your Services, indicates our acceptance of such terms or conditions. **IT IS YOUR RESPONSIBILITY TO OBTAIN EXPRESS WRITTEN CONSENT IF YOU WISH TO MODIFY ANY OF THE TERMS AND CONDITIONS OF THE ORDER.** We reserve our right to withdraw the Order at any time without obligation until we receive a written acceptance of the Order or performance of the Services. We shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost or time required for performance, you must notify us within fifteen (15) days of your receipt of the requested change. We will not be responsible for any additional costs unless we have specifically approved those costs in writing. Any claim by you for additional costs shall be waived unless asserted in writing within fifteen (15) days of your receipt of the requested change. In the event of any inconsistencies between the terms and conditions herein and the face side of the Order, the face side of the Order controls.
- Non-Exclusivity:** You acknowledge and agree that we are free at any and all times to obtain the same or similar Services from such other service providers as we may determine in our sole discretion and/or to perform the same or similar Services ourselves.
- Fees:** You shall provide to us fees, terms, and warranties for the Services no less favorable than the terms being offered by you to any of your present customers purchasing such services. We will reimburse you for out-of-pocket expenses (maximum 10% of the aggregate fees for services rendered) only with our prior written consent and adequate substantiation of such expenses. We will not pay for overtime unless stated otherwise on the face side of the Order.
- Terms:** We will pay the undisputed portions of each invoice within sixty (60) days of its receipt. All payments will be in U.S. dollars and made by wire transfer, automated clearing house or corporate check.
- Setoff:** We reserve the right to withhold, deduct or set off amounts owed to us by you in respect of the Order or any other transaction from any amounts due from us to you in respect of the Order.
- Acceptance of Services:** Our obligations related to the Services and deliverables are subject to our acceptance of the Services and deliverables. Payment alone shall not constitute acceptance. We may reject, refuse acceptance and/or request a re-performance of Services or replacement of deliverables not in accordance with terms of the Order and elect, in addition to any other remedies we may have, a full refund, including, without limitation, handling and transportation charges incurred in connection with the return of deliverables. You agree that you will correct any deficiencies within 15 days, at no cost to us, and submit such corrections to us for re-evaluation.
- Warranties:** You expressly warrant that the Services will be performed in a competent, professional and workmanlike manner using fully qualified personnel, in accordance with the milestones and time frames set forth in the Order, consistent with customary industry standards; anyone performing Services shall have the proper skill, training and certifications; all Services and deliverables will be free from defects in materials or workmanship; the Services and deliverables (and our use thereof) will not conflict with, violate, infringe, or misappropriate any right of any third party; and you will not use or include any third-party intellectual property in the deliverables other than as expressly agreed to in writing by us. Your warranties shall run to us, our successors, assigns and customers, and users of products sold by us.
- Compliance with Law:** You expressly represent that in connection with the provision of services or any deliverables hereunder, you have complied and shall comply with all laws, rules and regulations, including, without limitation, those relating to data privacy, data protection, bribery, corruption, sanctions, and any applicable export control laws. You represent that you have obtained any and all licenses required to perform the Services.
- Intellectual Property:** You retain ownership of any intellectual property or materials that are proprietary to you, provided to us, and pre-existing as of the date of the Order or developed independent of the Services without use or reference to our confidential information or materials. You hereby assign and grant to us an irrevocable, perpetual, paid-up, worldwide, royalty-free right and license to use all such materials. We shall own all right, title, and interest in any deliverable, whether completed or not, developed by you hereunder. You hereby assign and convey your entire right, title and interest in the deliverables to us, including an irrevocable, perpetual, paid-up, worldwide, royalty-free right and license to use, copy, modify, create derivative works and transfer of any intellectual property embedded in the deliverables necessary to our use of the deliverables. You acknowledge and agree that the deliverables shall be considered “works made for hire” under applicable copyright laws.

10. **Indemnification:** You shall promptly indemnify, defend, and hold us harmless from any claim, liability, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of or relating to any breach of the Order by you related to confidentiality or data privacy, or relating to any actual or alleged infringement, misappropriation or alleged violation of any of our intellectual property rights, whether such commission or omission was intentional, negligent, or otherwise. We will promptly notify you upon our receipt of notice of any such claim or proceeding, and you shall, at your expense, assume the defense of such claim. We may participate in such defense, at our option, and reserve the right to reject any settlement that imposes any liability on us or does not release us from liability unconditionally.
11. **Insurance:** You shall maintain occurrence-based Commercial General Liability Insurance from an A.M. Best "A"-VII, or better, rated carrier, including, without limitation, products/completed operations, blanket contractual, and independent contractor coverages, with limits of liability of not less than \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence. We shall be named as an additional insured on such insurance.
12. **Termination:** We may terminate the Order and seek damages allowed by law upon fourteen (14) days' written notice if you breach your obligations hereunder, and that breach remains uncured during the 14-day notice period. Upon termination of the Order, you shall return to us (or, at our option, certify to the destruction of) all materials and any other documents or materials belonging to or produced for us by you or by any third party, including all confidential information. Termination shall not affect any existing obligation under the Order.
13. **Confidentiality:** You shall consider all information we furnish to be confidential, and you agree not to disclose any such information to any other person or entity, or use such information for any purpose other than performing the Order, unless you obtain express written permission from us to do so. You shall not advertise or publish the fact that we have contracted to purchase services from you, nor shall you disclose any information relating to the Order without our written permission.
14. **Our Policies:** You shall cause your personnel providing Services to comply with all of our applicable training requirements, confidentiality, industrial security, safety, hazard review, code of conduct, and all other processes, policies and procedures. Additionally, at all times while on our premises, you shall observe and be subject to all of our security and safety policies and procedures, including, without limitation, our Outside Vendor Safety Requirements, which are expressly incorporated herein by reference. **YOU SHALL NOT BRING ONTO OR GENERATE ON OUR PROPERTY ANY HAZARDOUS MATERIAL WITHOUT OUR EXPRESS WRITTEN CONSENT.**
15. **Relationship of the Parties:** You serve as an independent contractor hereunder, and not as our employee, joint venturer or partner, and will not by reason of the Order, or performance hereunder, have or acquire any rights or claims with respect to medical or other insurance, workers' compensation, pension or retirement benefits, or other fringe benefits provided to our employees.
16. **Time Is of the Essence:** Time is of the essence with respect to all provisions of the Order. If delivery of items or rendering of services is not completed by the time set forth on the face of the Order, we reserve the right, without liability and in addition to our other rights and remedies, to terminate this Order by notice effective when you receive it as to items not yet shipped or services not yet rendered and to purchase substitute items elsewhere and charge you with any loss.
17. **Waiver:** No modification, amendment or waiver of any provision of the Order shall be effective unless approved in writing by us. Our failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege, or our waiver of any breach hereunder, shall not constitute a waiver of any other terms, conditions or privileges, whether of the same or similar type.
18. **Choice of Law; Arbitration:** The Order shall be construed in accordance with the laws of the State of Illinois, excluding Illinois's conflict of laws provisions. Any claim or controversy arising out of the Order shall be resolved through binding arbitration before a single arbitrator (selected either mutually by the parties or, if the parties cannot agree, by the American Arbitration Association (AAA)) in Chicago, Illinois, in accordance with the rules of the AAA. Judgment upon the award may be entered by any court having jurisdiction thereof.
19. **Severability; Survival; Assignment:** The invalidity, illegality or unenforceability of any provision of the Order shall not affect or impair the validity, legality or enforceability of the remainder of the Order, and the provisions of the Order are declared to be severable. Any provisions of the Order, the nature and intent of which is to survive termination or expiration of the Order, shall survive the expiration or termination of the Order. You shall not assign, transfer, delegate or subcontract any of your rights or obligations under the Order without our prior written consent.
20. **Force Majeure:** No party shall be considered in default in the performance of their obligations under this Order if such performance is prevented or delayed because of Acts of God or causes which are beyond the reasonable control of the party affected. However, the party claiming force majeure shall make every reasonable effort to prevent, work around or compensate or otherwise minimize the effect of such delays. The party asserting force majeure shall, in each instance, give the other party written notice, within a reasonable time after knowledge thereof, of the beginning of each period of delay. Such notice shall include a brief description of the events or circumstances of force majeure and an estimate of the anticipated delay. Either party may terminate this Agreement upon written notice if the period of delay lasts for more than ten (10) calendar days.
21. **Notices:** Any notices hereunder shall be sent to the applicable party at the address listed on the Order.