

Purchase Order Terms and Conditions for Field Services



Revision date: 07/01/2025

Unless otherwise provided in the Purchase Order to which these terms are appended ("Purchase Order"), the terms and conditions set out hereinbelow apply to the performance of field services set forth in the Purchase Order to which these terms are appended. These terms and conditions are incorporated into and form a part of such Purchase Order.

1. INDEPENDENT CONTRACTOR.

Supplier shall perform all Work (as hereinafter defined) under the Purchase Order as an independent contractor. None of Supplier or its employees, agents, or subcontractors are to be deemed for any purpose (i) to be an agent or employee of Buyer; or (ii) to have any authority to represent Buyer or to incur any obligation or debt on behalf of Buyer. Supplier shall be fully responsible for and has exclusive direction and control of its employees, agents, and subcontractors and, except in regard to Buyer's right to assure itself with respect to the results to be obtained, Supplier shall control the manner and method of carrying out the Work. Any contract workers furnished to Supplier by a staff leasing agency or company are deemed to be employees, and not subcontractors, of Supplier for all purposes hereunder. **SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS AND THEIR RESPECTIVE BENEFIT PLANS AND FIDUCIARIES FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, CLAIMS, SUITS, LOSSES, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, JUDGMENTS, AWARDS, AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES (COLLECTIVELY "CLAIMS") BY OR ON BEHALF OF EMPLOYEES OF SUPPLIER OR ITS SUBCONTRACTORS REGARDING OR RELATED TO THE BENEFIT PROGRAMS OF BUYER OR BUYER'S AFFILIATES OR COVENTURERS, INCLUDING CLAIMS INVOLVING PENSIONS, MEDICAL, UNEMPLOYMENT, AND OTHER BENEFITS, AND/OR THE EMPLOYMENT OF SUCH EMPLOYEES, INCLUDING CLAIMS UNDER FEDERAL AND STATE ANTI-DISCRIMINATION LAWS AND CLAIMS OF RETALIATION, BREACH OF EXPRESS OR IMPLIED CONTRACTS FOR CONTINUED EMPLOYMENT, NEGLIGENT HIRING, SUPERVISION, OR RETENTION, AND OF JOINT EMPLOYMENT BY BUYER OR BUYER OR BUYER'S AFFILIATES OR COVENTURER.**

2. TERM; SCOPE; INSPECTIONS.

A. The Purchase Order shall continue in full force and effect until all obligations of the Parties under the Purchase Order have been duly fulfilled, unless the Purchase Order is terminated earlier as provided herein.

B. Supplier shall furnish, in a good and workmanlike manner and to the satisfaction of Buyer, all supervision, labor, equipment, materials, tools, supplies, and incidentals, including all safety and health equipment and materials, used in or required for performance of the work set forth in the Purchase Order (the "Work"), except as specified by law or expressly set forth herein to be provided by Buyer, and do all things necessary to perform the Work when and as required by the Purchase Order. Before starting performance of the Work, Supplier shall make a thorough inspection of the Work site to determine the difficulties and hazards incident to the Work. Supplier shall provide continuous adequate protection of the Work, Buyer property, and adjacent property, and take all necessary precautions for the safety of all persons at the Work site. Supplier is responsible for the professional quality, timeliness, safety, coordination, and completeness of the Work, and shall ensure the Work site is kept free of waste and is left clean and orderly and that all tools, equipment, and materials associated with the performance of the Work are placed and maintained as to permit unobstructed access to the Work. All materials furnished by Supplier are to be new and of the quality and type specified, and no substitution may be made without specific prior written approval of Buyer.

C. Buyer may inspect the Work at any time to determine that all Work is properly performed, and Supplier shall, upon request, furnish copies of any license, permit, bond, report, certificate or other document maintained, compiled, or required by any governmental authority for performance of the Work. Any inspection or lack of inspection by Buyer shall not in any manner relieve Supplier of any of its obligations hereunder. Supplier shall maintain a true and correct set of records pertaining to all Work performed hereunder, and Buyer shall have the right to inspect or audit such records at any reasonable time during the term of the Purchase Order and for a period of four years from and after the completion of the Work. Supplier shall cooperate with Buyer during any such inspections or audits, and Buyer shall have the right to obtain statements from Supplier's personnel in the course of such inspections or audits.

3. TERMINATION. Buyer may terminate the Purchase Order at any time by giving notice in writing to Supplier. Supplier shall stop all Work so terminated when specified by Buyer. Buyer will pay Supplier only for Work satisfactorily performed to the time of termination; and, if the termination is not due to a breach of this Agreement by Supplier, for the agreed actual and reasonable demobilization costs incurred by Supplier as a consequence of such termination. In no event shall Buyer

be liable to pay any lost or unearned profit, bonus, damage, or other Claim for Work terminated or not performed for any reason. Termination will be without prejudice to the other legal or equitable remedies which may be available to Buyer.

4. PRICING. Supplier shall be remunerated as set forth in the Purchase Order for Work performed in accordance with the Purchase Order requirements. Said remuneration will constitute payment in full for performance of all Work hereunder, for all compensable loss or damage arising out of performance of the Work, and for all risks of every description connected with the Work, except as may be otherwise expressly provided in the Purchase Order.

5. INVOICING; PAYMENT.

A. Unless stated otherwise in the Purchase Order, Supplier shall submit its invoice, in United States dollars, within fifteen (15) days after the end of each calendar month for amounts payable for Work properly performed during such calendar month. Invoices are to be submitted in such form, containing such reference numbers and information, and accompanied by such certification and documentation, as Buyer may request.

B. Buyer has implemented automated electronic requisition-to-pay (R2P) processes for the submission and payment of invoices. These processes require submission of invoices electronically through Buyer's designated eCommerce web portal or EDI/ XML direct connection. Several methods of submission are permitted, and technical specifications are available from Buyer upon request. Supplier shall elect a permitted method of electronic invoice submission and submit all invoices accordingly..

C. Unless otherwise stated in the Purchase Order, Buyer will pay, or cause to be paid, the approved amount of each invoice within thirty (30) days of Buyer's receipt of a proper invoice, together with all required supporting documentation. If Buyer disputes any invoice, in whole or in part, Supplier shall issue a new invoice for the undisputed portion or issue a credit note to allow for payment of the undisputed portion of the invoice while the dispute over the remaining part is resolved. Buyer and Supplier shall endeavor to settle and adjust any disputed amount promptly.

D. Buyer may set off against payments due to Supplier any amount due and owing to Buyer from Supplier for any reason. Any payments made by Buyer shall not prevent Buyer from filing claims or prejudice Buyer's right to recover the amount of any such claims, however or whenever they may have arisen. Without limiting the type or nature of such claims, Buyer may recover any sums paid to Supplier by mistake of law or fact. Payments are not to be construed as acceptance or evidence of approval of the Work.

6. SAFETY. Supplier shall take all necessary precautions to maintain the Work site free from hazards likely to cause injury, illness, or death to persons or damage to property or the environment and shall immediately report any safety or environmental incident to Buyer. Buyer reserves the right to stop or suspend the Work if, in Buyer's opinion, it is not safe for the Work to continue. Any Work stoppage or suspension due to any noncompliance with this Article 6 or Article 12 below provides no basis for a Claim by Supplier for extension of the Work schedule, additional remuneration, or other damages.

7. INSURANCE.

A. Supplier shall maintain insurance of the types and with limits of liability not less than those set out below at its expense from sound and reputable insurers (generally whose with an A.M. Best rating of A- or better) covering items, risks and operations required to fulfill the Purchase Order, including: (i) insurance that Supplier is obliged by law to carry that covers all of Supplier's employees performing Work, including coverage under maritime law (if applicable); (ii) Employer's Liability Insurance, including coverage for marine operations (if applicable), with a limit of not less than US \$1,000,000 any one occurrence or the statutory requirement, whichever is greater; (iii) Commercial General Liability Insurance, including contractual liability coverage, with a limit of not less than US \$5,000,000 any one occurrence (such insurance to include sudden and accidental pollution liability coverage); (iv) Automobile Liability Insurance with a combined bodily injury and property damage limit not less than US \$1,000,000 any one occurrence or statutory requirement, whichever amount is greater, for all owned and leased vehicles; and (v) such other insurance in the types and amounts required by applicable law and sufficient to cover the risks retained or assumed by Supplier that are associated with performance of the Work.

B. All insurance required above shall be primary to any insurance coverage available to Buyer and each of its affiliates and coventurers. The policies above are to be endorsed to show Buyer and each of its affiliates and coventurers as additional insureds (coverage inclusive of defense costs) to the extent of the liabilities assumed by Supplier (including those with respect to its subcontractors), irrespective of minimum limits and amounts stated for insurance required of Supplier above. The above stated minimum requirements are not intended to indicate the amounts and types of insurance that Supplier needs or may ultimately need.

C. None of the insurance required by this Article 7 shall be materially changed or cancelled without at least thirty (30) days' prior written notice to Buyer. In the event of an accident or loss potentially resulting in an insurance claim, Supplier shall make, at Buyer's request, the policy information requested by Buyer available. This obligation shall survive the termination of the Purchase Order.

D. Louisiana Insurance Requirement: The provisions of this sub-article D shall apply in all cases where Supplier's employees (defined to include Supplier's direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Law (La. R.S. 23:1021 et seq.) as to Work under the Purchase Order.

In all cases where Supplier's employees (as defined above) are covered by the Louisiana Workers' Compensation Law, La. R.S. 23:1021 et seq., Buyer and Supplier agree that the Work and operations performed by Supplier and its employees pursuant to the Purchase Order are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products and services, and that Supplier's Work and services are to be considered part of Buyer's trade, business, and occupation for purposes of La. R.S. 23:1061(A)(1). Furthermore, Buyer and Supplier agree that Buyer is the principal or statutory employer of Supplier's employees for purposes of La. R.S. 23:1061(A) only. Irrespective of Buyer's status either as the principal or statutory employer or as the special employer (as defined in La. R.S. 23:1031[C]) of Supplier's employees, and regardless of any other relationship or alleged relationship between Buyer and Supplier's employees, Supplier is and remains at all times primarily responsible for the payment of Louisiana workers' compensation benefits to such employees, and is not entitled to seek contribution for any such payments from Buyer. This sub-article D is limited to and applies only in and to the extent of instances involving coverage of the Louisiana Workers' Compensation Law.

Notwithstanding any other provision of the Purchase Order, Supplier shall, in addition to and without limitation of other insurance requirements, under all circumstances cause insurance described above in this Article 7 to be endorsed to designate, protect, and insure Buyer in any employment or alleged employment capacity, including, but not limited to, as an alternate employer, as a principal and statutory employer, as a borrowing or "special" employer, and as a maritime employer, against all Claims whatsoever, whether for workers' compensation benefits, maintenance and cure, wages, death benefits, disability, or otherwise, related to employment or use of Supplier's employees or any other workers furnished by Supplier to perform Work under the Purchase Order. Supplier shall cause its insurers and their underwriters to unconditionally waive any rights of subrogation against Buyer.

For Work to be performed in or offshore of Louisiana, Buyer may require Supplier to include in its invoice a line item for Supplier's insurance premiums allocable to the Work (together with all premiums in obtaining additional insured coverage, waivers of subrogation, and primary endorsements) or to arrange for Buyer to pay such premiums directly to Supplier's insurers. If Buyer does require this line item or does pay the insurers directly, then Supplier shall produce evidence which is reasonably satisfactory to Buyer that such insurance has been procured. Both parties agree that Buyer is paying for all material parts of the insurance protection for Buyer. If requested, Supplier shall assist Buyer in providing documentation proving that such insurance premiums have been paid by Buyer.

Nothing in this sub-article D is to be deemed to extend to Buyer a right of control or direction over Supplier's employees or to affect or modify either Supplier's status as an independent contractor or Supplier's obligations under Article 1 of these Terms and Conditions or under any other provision of the Purchase Order.

E. Texas Oilfield Anti-Indemnity Statute: If the Texas Oilfield Anti-Indemnity Statute, V.T.C.A., Civil Practice & Remedies Code 127.000 et seq., and its amendments (the "Statute") applies to the Work under the Purchase Order, the mutual indemnification contained in Article 8 is to be supported by the liability insurance or qualified self-insurance which each party, as indemnitor, agrees has been obtained for the benefit of the indemnitee(s). Supplier shall provide said liability insurance or qualified self-insurance coverage (under which the insurer has no right of subrogation against the indemnitee(s)) in the minimum amount of Ten Million United States dollars (US\$ 10,000,000) to support its indemnity obligations under Article 10, and Buyer will provide such insurance or self-insurance in an equal amount to support Buyer's indemnity obligations under Article 8; provided, however, the amount of insurance required of either Supplier or Buyer for any unilateral indemnity obligation as defined in the Statute is to be and will not exceed Five Hundred Thousand United States dollars (US\$ 500,000) or any greater amount permitted by the Statute. Notwithstanding anything herein, if it is judicially determined that the amount of insurance (or self-insurance) coverage exceeds the maximum permitted for support of any particular indemnity obligation, then the parties agree that such insurance (or self-insurance) requirement shall be automatically amended to conform to the maximum monetary limit permitted for such obligation. The parties agree that this coverage satisfies the legal requirements of the Statute (if applicable to the Work) so as to make the mutual indemnification hereunder fully enforceable in the State of Texas. The indemnity liabilities of the parties are not to be restricted to the amount of insurance (or self-insurance) coverage agreed to herein unless applicable law imposes such a mandatory restriction.

F. New Mexico Anti-Indemnity Act: To the extent, and only to the extent, that New Mexico laws should be determined to apply to the Work under the Purchase Order (which is not the parties' intent) by a court of competent jurisdiction, and to the further extent any of the indemnities set forth in Article 8 would be void or voidable under Chapter 56, Article 7, Section 2 of the New Mexico Code (as amended from time to time) and any successor statutes or laws thereto, (the "New Mexico Anti-Indemnity Act"), with respect to any Work performed in the State of New Mexico, then solely for purposes of such Work, the indemnity provisions in Article 8 shall be automatically reformed and amended to provide for the maximum indemnity otherwise allowable and enforceable under the New Mexico Anti-Indemnity Act or other applicable law.

8. INDEMNITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND POLLUTION; CONSEQUENTIAL DAMAGES.

A. BUYER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS SUPPLIER AND SUPPLIER'S SUBCONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF (I) LOSS OF OR DAMAGE TO PROPERTY AND EQUIPMENT OF BUYER, OF BUYER'S OTHER CONTRACTORS AND THEIR SUBCONTRACTORS, AND OF THEIR RESPECTIVE EMPLOYEES AND PERSONNEL; AND (II) INJURY TO OR DEATH OF EMPLOYEES OR PERSONNEL OF BUYER OR OF BUYER'S OTHER CONTRACTORS AND THEIR SUBCONTRACTORS, REGARDLESS OF THE CAUSE OR REASON THEREFOR, EVEN IF CAUSED BY OR RESULTING FROM THE SOLE OR JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE PARTY INDEMNIFIED OR RELEASED.

B. SUPPLIER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS BUYER AND BUYER'S COVENTURERS AND OTHER CONTRACTORS AND THEIR SUBCONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF (I) LOSS OF OR DAMAGE TO PROPERTY AND EQUIPMENT OF SUPPLIER, OF SUPPLIER'S SUBCONTRACTORS, AND OF THEIR RESPECTIVE EMPLOYEES AND PERSONNEL; AND (II) INJURY TO OR DEATH OF EMPLOYEES OR PERSONNEL OF SUPPLIER OR OF SUPPLIER'S SUBCONTRACTORS, REGARDLESS OF THE CAUSE OR REASON THEREFOR, EVEN IF CAUSED BY OR RESULTING FROM THE SOLE OR JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE PARTY INDEMNIFIED OR RELEASED.

C. SUPPLIER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS BUYER, BUYER'S COVENTURERS, AND BUYER'S OTHER CONTRACTORS AND THEIR SUBCONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF POLLUTION OR CONTAMINATION THAT EMANATES OR ESCAPES FROM PROPERTY OF SUPPLIER OR ITS AFFILIATES OR SUBCONTRACTORS, REGARDLESS OF THE CAUSE OR REASON THEREFOR, EVEN IF CAUSED BY OR RESULTING FROM THE SOLE OR JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE PARTY INDEMNIFIED OR RELEASED

D. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS PURCHASE ORDER OR PERFORMANCE HEREUNDER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED.

E. For the purposes of the indemnifications provided above, the indemnified party is defined to include Buyer or Supplier (as applicable) and their respective parents, subsidiaries, affiliates, coventurers, and coventurers, together with all of its and their directors, officers, employees, and agents.

9. CONFLICT OF INTEREST; ETHICS; ANTI-BRIBERY. Supplier shall not, directly or indirectly, pay salaries, commissions, or fees to, or make payments or rebates to, employees or officers of Buyer, nor favor employees or officers of Buyer, or designees of such employees or officers, with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value, nor enter into business arrangements with employees or officers of Buyer, except to the extent such employees or officers are properly acting as representatives of Buyer. Supplier shall not engage in any behavior or encourage action by Buyer's employees that is contrary to (a) Buyer's policies regarding conflicts of interest; (b) public policy; or (c) any applicable local, provincial, state, federal, or international law or regulation. In the event that Supplier takes any action contrary to Buyer's interests under the Purchase Order, or in furtherance of any Buyer employee's prohibited behavior (including the examples above), Supplier shall promptly notify Buyer, and Buyer may, at its option, immediately terminate the Purchase Order for cause. In performance under the Purchase Order, Supplier shall be, and shall ensure that its subcontractors are, guided by the standards set forth in the ConocoPhillips Code of Business Ethics and Conduct, as it may be amended and updated from time to time (the "Code"). The Code is available from Buyer upon request or from its internet website at www.conocophillips.com. Supplier represents that it has familiarized itself with, and shall remain familiar with, the Code and shall immediately report to Buyer any known or suspected breach of the Code. Any lack of compliance by Supplier with the principles and standards set forth or embodied in the Code or a violation by Supplier of its own code of business ethics or conduct shall constitute a material breach of the Purchase Order by Supplier and grounds for immediate termination.

Supplier shall not (and shall ensure that its officers, directors, and personnel do not) offer, pay, arrange for another person to pay, or agree to pay any payment, gift, or other thing of value of any nature to (i) any officials, employees, or agents of any governmental authority or government instrumentality; nor (ii) any political party; nor (iii) any candidate for political office; nor (iv) any other person, including a legislative, administrative, or judicial office (including any person exercising a public function for a public agency, a public enterprise, or a public international organization); when such payment, gift, or other consideration would violate Applicable Laws or the principles set forth in the Convention for Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997 (and without limitation, shall not perform any act which would constitute "bribery of a foreign official" as defined in Article 1(3) of such Convention, the United States Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act, or other anti-corruption legislation applicable to either Buyer or Supplier). Notwithstanding that the FCPA and certain other applicable anti-bribery or anti-corruption legislation may permit, in limited circumstances, payments called "facilitating payments" (i.e.,

small payments made in order to expedite or secure the performance by a governmental authority of routine actions of a non-discretionary nature, which a person is otherwise entitled by law to receive), Supplier shall not make (and shall ensure that its officers, directors, and personnel do not make) any “facilitating payments” in connection the Purchase Order or performance thereunder. If Buyer reasonably believes that Supplier or any of its personnel or representatives has engaged or will engage in improper conduct in breach of this Article, suspend any further performance by Supplier, withhold further payments to Supplier, and terminate the Purchase Order for cause with immediate effect.

10. LICENSES AND PERMITS. Prior to commencing performance of the Work, Supplier shall, at its sole expense, obtain and thereafter maintain all licenses, permits, certificates, and other forms of documentation required of Supplier to perform the Work. At Buyer's request, Supplier shall furnish copies of such documentation.

11. PROPRIETARY RIGHTS.

A. **SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY OR ARISING IN FAVOR OF ANY PERSON OR ENTITY FOR OR AS A RESULT OF ACTUAL OR ALLEGED VIOLATION OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR FOR MISAPPROPRIATION OR MISUSE OF ANY TRADE SECRET OR OTHER CONFIDENTIAL INFORMATION, BASED ON OR RELATED TO SUPPLIER'S PERFORMANCE PURSUANT TO THE PURCHASE ORDER OR BUYER'S USE OF THE RESULTS OF SUCH WORK.** Buyer shall have the right, at its discretion, to select or approve the counsel that is defending Buyer, and Buyer retains the right to participate in any action in which Buyer is named as a defendant. Should (i) Supplier be prevented from performing any of its obligations under the Purchase Order or (ii) Buyer be prevented or estopped from use or application of any Work supplied under the Purchase Order by reason of legal proceedings based upon Claims described in this Article 11, Buyer shall be relieved of any obligation to make payment for such Work and Supplier shall, at Buyer's option, either (a) obtain the necessary license to allow Supplier to perform its obligations under the Purchase Order and to allow Buyer to utilize the Work in the manner contemplated, or (b) redesign the Work to enable complete performance in accordance with the Purchase Order without infringing any such rights and without decreasing, limiting, or otherwise affecting the utility or functionality of such goods.

B. Title to any Work Product vests exclusively in Buyer, and all copyright and other intellectual property rights in respect of any Work Product belong exclusively to Buyer, as of the date of the creation of such Work Product, which is to be considered, to the extent possible, a “work made for hire” within the meaning of Title 17 of the United States Code. As used herein, “Work Product” means all results of the Work and any and all documents, plans, drawings, specifications, records, computer files, data, or other manifestations of efforts of Supplier or its subcontractors in performance of the Work, provided that Work Product does not include proprietary intellectual property rights owned by Supplier and developed by it in and to any goods specifically provided by Supplier or in any methodologies, programs, systems, data, or materials utilized or provided by Supplier in the ordinary course of business in the performance of the Work under the Purchase Order, including all worldwide patent rights, copyrights, trade secret rights, know-how and other intellectual property rights therein.

C. All right and title in and to all data or information generated or recorded during performance of services hereunder and any and all data provided by Buyer or regarding Buyer's property or assets shall be owned exclusively by Buyer, whether recorded, preserved, observed, or generated by Supplier, Buyer or any third party, and Supplier may use such data or information solely for the purpose of providing the goods or services hereunder and not for any other purpose.

12. COMPLIANCE WITH LAWS, REGULATIONS AND BUYER POLICIES.

A. During the performance of the Work, Supplier and its employees, agents, and subcontractors shall comply with all applicable provisions of federal, state, or local laws, rules, regulations, orders, permits, and authorizations, and **SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS RESULTING FROM FAILURE BY SUPPLIER OR ITS SUBCONTRACTORS OR ANY OF THE RESPECTIVE OFFICERS, DIRECTIONS, EMPLOYEES, OR AGENTS TO COMPLY WITH THE FOREGOING.**

B. In the event Supplier shall maintain or possess any Buyer data or information in connection with or arising out of performance hereunder, Supplier represents and warrants that it has implemented and shall maintain administrative, physical and technical safeguards regarding security, virus protection, and privacy that (i) are designed to prevent third party access to any Buyer data and information and protect the integrity of Supplier's IT Systems and Data; (ii) comply with all applicable laws; and (iii) meet or exceed the information security standards and practices that are generally accepted in the industry. To Supplier's knowledge, there has been no security breach or other compromise of or relating to any of Supplier's information technology and computer systems, networks, hardware, software, data (including the data of its customers, employees, suppliers, vendors, and any third party data maintained by or on behalf of them), equipment, or technology

(collectively "IT Systems and Data"), and Supplier has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, a security breach or other compromise to their IT Systems and Data. In the event that Supplier becomes aware of any actual or suspected network, system, and/or data breach with respect to the IT Systems and Data (including, but not limited to, a system intrusion, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, and hacking incident) that results in any accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to or use by third parties of the confidential information of Buyer ("Breach"), Supplier agrees to report the Breach to Buyer as soon as practicable, but no later than 48 hours after becoming aware of such Breach, and take appropriate steps to contain or mitigate the Breach.

C. Supplier shall comply with Data Protection Laws to the extent such laws are applicable to the work being performed by Supplier. Additionally, Supplier will cooperate with Buyer's efforts to comply with applicable Data Protection Laws and applicable data subject rights, including with respect to responses to data subject requests. Supplier will provide information or support to Buyer as necessary for Buyer to respond to such requests in a timely manner. Supplier and its subcontractors and their respective personnel shall not process, transfer, use, disclose, or disseminate Personal Data without the approval of Buyer, unless expressly provided in the applicable Purchase Order. In the event Data Protection Laws or other applicable laws require the execution and enforcement of Data Processing Agreements or similar instruments, the parties agree to negotiate, enter into, and comply with such required agreements. For purposes of this provision, "Data Protection Laws" means applicable laws and industry standards related to the processing of Personal Data, as they may be amended or updated from time to time, including, to the extent applicable to the work, the General Data Protection Regulations ("GDPR") as defined under European Regulation 2016/679, the California Consumer Privacy Act of 2018 ("CCPA"), the California Privacy Rights Act ("CPRA"), the Texas Data Privacy and Security Act, and any other applicable state, national, provincial or federal law of similar import or which address similar subjects. "Personal Data" means data or information, in any form or format, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, or household, including any derivatives thereof or inferences made therefrom, and any other information that is regulated as "personal data", "personally identifiable information", "personal information", or similar terms under Data Protection Laws.

D. During performance of the Work, Supplier shall comply and shall ensure that its subcontractors comply, with all applicable Buyer rules and policies, including those covering health, safety, and environmental protection, and camp and Work site rules and policies. Copies of applicable Buyer rules and policies will be provided to Supplier upon request. Specifically, but not by way of limitation, Supplier agrees and shall cause its agents and employees and the agents and employees of its subcontractor to agree to abide by and consents to Buyer's conditions and procedures regarding alcohol, drugs, and other prohibited items as stated in Buyer's policy titled "Company Prohibition on Certain Substances, Items and Activities". **SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD BUYER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE STRICT ENFORCEMENT OF SUCH POLICY WITH RESPECT TO THE AGENTS AND EMPLOYEES OF SUPPLIER AND ITS SUBCONTRACTORS.** Buyer has the right to join in the defense of any action in which it is made a defendant.

13. CONFIDENTIALITY AND PUBLICITY.

A. At all times hereafter, termination or expiration of the Purchase Order notwithstanding, Supplier shall treat as confidential and shall not, without Buyer's prior written consent, divulge to any third party or, except to the extent necessary for performance hereunder, make any use of any business or technical information owned or supplied by Buyer or representatives of Buyer which is disclosed or made available to Supplier by or on behalf of Buyer or to which Supplier gains access during performance of the Work, including: (i) specifications and other technical data provided by Buyer to Supplier in relation to the Purchase Order; and (ii) information to which Supplier may be exposed as a result of entering a site owned or controlled by Buyer to perform the Work. Supplier shall inform each of its officers, employees, agents, and subcontractors who receives any of the above-described information of the provisions of this Article 13, and, if they have not previously entered into a separate agreement with Supplier dealing with the confidentiality of such information, Supplier shall require them to agree in writing to be bound by the provisions of this Article 13 in the same manner as Supplier is bound hereunder. Information which was legitimately in Supplier's possession without restriction on disclosure or use prior to its disclosure by or on behalf of Buyer to Supplier, or which is or becomes part of the public knowledge or literature from a source other than Supplier, either directly or indirectly, shall not be subject to the provisions of this Article 13. Information which becomes available to Supplier legitimately from a source other than Buyer shall be released from the provision to the extent necessary to permit such use and disclosure as is authorized by such other source.

B. Supplier shall not take advantage of any information which it is obliged to treat as confidential hereunder for the purpose of buying, selling, or otherwise dealing in the shares or securities of Buyer or Buyer's affiliates or coventurers or for purposes of securing financial gain otherwise than by means of the remuneration set out in the Purchase Order.

C. Supplier shall not release or allow the release of any information to the press or any news disseminating agency or communications media, except as required by law, concerning the details or the terms of the Purchase Order, without in each instance securing the prior written consent of Buyer. Supplier must obtain the prior written approval of Buyer to the text of any publicity Supplier proposes to issue in connection with the Purchase Order. Supplier does not have an absolute right to issue any such publicity, and Buyer has an unrestricted right to object to the text of any such publicity and/or the issuance of the publicity at all.

14. TAXES.

A. Supplier is responsible for the reporting, filing, and payment of any income, profits, capital gains, business, gross receipts, excise, payroll, unemployment, medical, social, and other taxes imposed directly or indirectly on Supplier or its subcontractors or their respective employees or agents as a result of the performance under the Purchase Order. Except as set forth below, all applicable taxes and social charges, including withholding taxes, for which Supplier is liable under this Article 14 are included in the rates, prices, and mark-ups set out in the Purchase Order and Buyer has no responsibility to reimburse Supplier separately for any such taxes or social charges.

B. Buyer, without any liability on its part, has the right to withhold from sums otherwise due to Supplier any taxes or amounts required by applicable law to be withheld, and to pay the same when due to the appropriate taxing authorities. Buyer will provide Supplier with available governmental receipts evidencing payment of taxes withheld. Should Supplier claim exemption from withholding, Supplier shall provide Buyer with all evidence as may be required by applicable law and as reasonably required by Buyer to substantiate that Buyer is not required to withhold the applicable amounts from payments to Supplier. Taxes withheld pursuant to this Article 14 are for Supplier's account only, and Buyer has no obligation to reimburse Supplier for any such taxes withheld.

C. Unless otherwise required by applicable law or stated otherwise in the Purchase Order, invoiced remuneration payable to Supplier is exclusive of value added, sales and use, goods and services, excise, and other similar taxes, when applicable. Any such taxes are to be shown separately on Supplier's invoice, and Buyer will pay such amounts to Supplier in addition to the remuneration payable. Supplier shall make all reasonable efforts to minimize its liability to pay and to recover from Buyer any value added taxes or sales and use taxes which may be assessed on payments under the Purchase Order. Supplier shall cooperate fully with Buyer in any reasonable and lawful effort by Buyer to reduce or eliminate any such taxes for which Buyer may be liable under the Purchase Order. If Buyer has provided Supplier with a self-pay or exemption certificate with the Purchase Order, Supplier will accept it in good faith and Supplier shall not invoice Buyer for such value added, sales and use, or other excise taxes.

D. SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS FROM AND AGAINST ANY AND ALL CLAIMS WITH RESPECT TO TAXES SPECIFIED HEREIN WHICH MAY BE ASSESSED OR LEVIED DIRECTLY OR INDIRECTLY AGAINST BUYER, BUYER'S AFFILIATES OR COVENTURERS, SUPPLIER, OR SUPPLIER'S SUBCONTRACTORS BY ANY TAXING AUTHORITIES CLAIMING JURISDICTION OVER THE PURCHASE ORDER OR THE WORK.

15. WARRANTY.

A. Supplier hereby warrants: (i) full and unrestricted title to Buyer for all Work performed by Supplier under the Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances when title thereto passes to Buyer; (ii) the services shall be performed in accordance with applicable law by competent and skilled personnel in a good and workmanlike manner consistent with generally accepted industry standards; (iii) all Work shall be complete and free of defects in design, materials, and construction; (iv) all goods and components thereof shall be in full compliance with all applicable laws, rules, and regulations; (v) all materials incorporated into the Work shall be new (unless otherwise specifically agreed between Buyer and Supplier), of merchantable quality, and fit for their intended purpose; and (vi) all Work shall be in conformance with the specifications and drawings approved by Buyer and incorporated into the Purchase Order.

B. If any of the Work is found to be defective or not in conformance with any of these warranties during the period beginning at the commencement of performance under the Purchase Order and ending twelve (12) months after Buyer's acceptance of the Work in accordance with the terms of the Purchase Order, Supplier shall promptly repair or reperform (at Buyer's option) at its own cost any defective or nonconforming Work. Supplier shall also be responsible for the cost of the removal of and reinstallation of such Work and for the removal from Buyer's site and disposal of all scrap, trash, and debris generated by such repair or replacement.

C. Any Work that is repaired or replaced in accordance with the provisions of this Article 15 shall be subject to the warranties provided herein for a period of twelve (12) months from Buyer's acceptance of the repaired or reperformed Work.

D. Should Supplier refuse or fail to commence repair or replacement of any such defective or nonconforming Work within seventy-two (72) hours after Buyer has provided notification of such defective or nonconforming Work, or if Supplier fails to diligently carry out such repair, replacement, or re-performance, Buyer shall have the right to perform the repair or re-performance of the Work or to have the repair, replacement, or re-performance performed by a third party on an expedited basis. Supplier shall be liable for all costs of such repair, replacement, or re-performance, including any amounts payable to third parties, any third-party certifications and testing, and Buyer's internal costs, and Buyer may collect such amounts directly from Supplier or by offset against performance security, if any, or by deduction from other amounts due to Supplier.

16. US EXPORT CONTROL COMPLIANCE. Supplier agrees to comply with all export and re-export control laws and regulations, including the Export Administrations Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions regulations maintained by the US Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulation (ITAR) maintained by the Department of State.

17. ACCESS TO BUYER FACILITIES. Supplier and its employees, agents, and subcontractors are not to enter any area of Buyer's property other than the areas designated by Buyer, and Buyer, at its sole discretion, will determine the extent to which Supplier and Supplier's employees, agents, and subcontractors are to be allowed unescorted movement in and around Buyer operations. Supplier agrees that entry onto Buyer's property is a revocable privilege and that Supplier shall promptly remove any of its employees, agents, and subcontractors from the Work site who, in Buyer's sole opinion, are objectionable or unacceptable; provided, however, Supplier retains the sole right to select and discharge its employees, agents, and subcontractors.

18. FORCE MAJEURE. If and to the extent that either Party's performance of any of its obligations are prevented by Force Majeure, that Party's obligations are to be suspended during the continuation of the Force Majeure occurrence. The Party prevented from performing by Force Majeure shall notify the other Party as soon as possible, and no later than within twenty-four (24) hours of the condition or occurrence constituting Force Majeure, of its inability to meet its obligations, specifying the cause of the Force Majeure and the estimated extent to which the event or condition will impact performance. A Party is not entitled to claim Force Majeure as a defense if it fails to give the notification within such period. Each Party is to bear its own costs incurred in connection with the Force Majeure occurrence (including for any efforts to mitigate the effect or impact of Force Majeure)

For purposes of this Purchase Order, "Force Majeure" shall mean (i) an event that is beyond the reasonable control of the Party affected and not due to its fault or negligence, and which the Party could not have reasonably foreseen or, if foreseeable, could not have been prevented, avoided, or mitigated through the exercise of reasonable diligence; and (ii) is in the nature of acts of God, terrorist acts, acts of civil or military authority that were not requested, promoted, or caused by the Party, sabotage, epidemics or pandemics, war, riot, fires, and catastrophic storms, floods or other extreme weather or climactic conditions.

19. GOVERNING LAW AND DISPUTE RESOLUTION.

A. THIS AGREEMENT AND THE RELATIONSHIP OF THE PARTIES HERETO ARE GOVERNED BY AND TO BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT FOR ANY RULE OF LAW OF THE STATE OF TEXAS WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.

B. Any dispute, controversy, or Claim (of any and every kind or type, whether based on contract, tort, statute, regulation, or otherwise) arising out of, connected with or relating in any way to this Purchase Order and/or performance of the Work, including any question regarding its existence, validity or termination ("Dispute"), shall be referred to and resolved by final and binding arbitration. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Administered Arbitration (the "Administered Rules"), which Rules are deemed to be incorporated by reference into this clause. Provided, however, that where the Dispute involves defense and indemnity obligations under Article 8 ("Indemnity Dispute"), the CPR Fast Track Rules for Administered Arbitration (the "Fast Track Rules") shall apply to supplement and modify the Administered Rules, and such Indemnity Dispute shall be resolved by a sole arbitrator. In such case, the arbitration shall be conducted in accordance with a procedural timetable providing for the delivery of an award within 90 days after the constitution of the Tribunal.

C. The legal seat and venue of the arbitration shall be Houston, Texas. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s), and not the court, shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitrator(s), the scope of this arbitration provision, and the applicable law.

D. Notwithstanding the appointment of a sole arbitrator for an Indemnity Dispute under Article 19 B, the Dispute shall be finally determined by one arbitrator if the Dispute involves Claims and counterclaims valued in the aggregate of less than five million United States Dollars (US \$5,000,000) (or an equivalent amount in any other currency as calculated at the date arbitration is requested). The Dispute shall be heard and determined by three arbitrators if the Dispute involves Claims and counterclaims valued in the aggregate of equal to or more than five million United States Dollars (US \$5,000,000), if only declaratory or other non-monetary relief is sought, and/or if the parties are unable to agree upon the monetary value of the Dispute for purposes of this provision. In the event that one arbitrator shall hear and determine the Dispute, the parties shall attempt to agree upon a qualified individual to serve as arbitrator. If the parties are unable to so agree within thirty (30) days of the notice of defense, or such other time as the parties may agree in writing, then the arbitrator shall be selected and appointed in accordance with the Administered Rules. In the event that three arbitrators shall hear and determine the Dispute, the claimant(s) in the notice of arbitration and the respondent(s) in the notice of defense shall each designate one person to act as arbitrator. The two arbitrators so selected shall, within thirty (30) days of their appointment, select a third arbitrator who shall serve as the chairperson of the Arbitral Tribunal. The arbitrators selected shall be qualified by education, training, and experience to hear and determine matters in the nature of the Dispute. If a party fails to appoint an arbitrator as provided herein, or if the arbitrators selected by the parties are unable or fail to agree upon a third arbitrator, then that arbitrator shall be selected and appointed in accordance with the Administered Rules.

E. The parties stipulate and agree that the Purchase Order has been negotiated and executed in Harris County, Texas and that performance under this Purchase Order by one or more Parties shall take place, at least in part, in Texas. It is the express intent of the parties that the arbitrator(s) shall apply the laws of the State of Texas to decide the Dispute.

F. During the pendency of any dispute between the parties and throughout the period of, and until ultimate determination of, any action, arbitration, or proceeding pursuant to this Article 19, the Parties shall continue to perform, except in the event of a valid termination, all their obligations under the Purchase Order, without prejudice to possible final adjustment in accordance with such ultimate determination.

20. LIENS.

A. SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND COVENTURERS FROM AND AGAINST ALL LABORERS', MATERIALMAN'S, MECHANIC'S, OR OTHER LIENS ARISING FROM THE PERFORMANCE SUPPLIER'S OBLIGATIONS UNDER THE PURCHASE ORDER AND SHALL KEEP THE WORK AND ALL PREMISES OF BUYER AND BUYER'S AFFILIATES AND COVENTURERS FREE FROM SUCH CLAIMS, LIENS, AND ENCUMBRANCES.

B. To the fullest extent permitted by applicable law, Supplier, for itself and all of its subcontractors of any tier, waives all rights of lien against the property and premises of Buyer and Buyer's affiliates and coventurers for labor performed or for items furnished for the Work. If such a lien or encumbrance is filed on or with respect to any such property or premises, Supplier shall remove and discharge, by payment or bond or otherwise, such lien or encumbrance within seven (7) days of the filing of such lien or encumbrance. Should Supplier fail to remove any lien or encumbrance within such period, Buyer may, in its sole discretion, retain funds due to Supplier to pay such liens and their associated costs and to remove or discharge such lien or encumbrance using whatever means Buyer deems appropriate. In such circumstances, Supplier shall be liable to Buyer for all damages, costs, losses, and expenses (including attorneys' and consultants' fees) incurred by Buyer. Upon completion of the obligations of the Purchase Order and as a condition of final payment, Supplier shall provide documentation to Buyer guaranteeing by affidavit that there are no outstanding liens or claims which would result in liens. Such documentation shall be in a form suitable to Buyer. If any lien or claim remains unsatisfied after final acceptance or termination of the Purchase Order, Supplier shall promptly refund to Buyer all costs incurred by Buyer in extinguishing such liens or claims, including any costs of filing and attorney's fees.

21. CHANGES

Buyer reserves the right, at any time, to make changes in quantity, drawings and specifications, methods of shipment and packaging, schedules, and the place of shipment as to the Work covered by the Purchase Order. In such event, an equitable

adjustment in price and time of performance mutually satisfactory to Buyer and to Supplier shall be negotiated. Supplier shall not suspend performance while Buyer and Supplier are in the process of making such changes and any related adjustments and, if released in writing by Buyer, Supplier shall comply with and perform such change in accordance with the terms in the Purchase Order during such time. No substitutions are to be made in the Purchase Order without the prior written authorization of Buyer. Additional remuneration will be payable to Supplier only if agreed to in writing by Buyer, and no agreement or understanding modifying the terms or conditions of the Purchase Order shall be binding upon Buyer unless made and agreed to in writing by a duly authorized representative of Buyer.

22. NOTICES. Unless otherwise specifically provided, all notices provided for in the Purchase Order are to be set out in writing and will be effective upon receipt. Such notices are to be given: (i) by hand delivery to an authorized representative of the Party to whom directed; or (ii) by United States mail, postage prepaid; or (iii) by courier service guaranteeing delivery within two days or less, charges prepaid; or (iv) by facsimile, to the address of the other Party set forth on the face of this Agreement. Any notice delivered after normal business hours at the receiving Party's place of business will not be deemed delivered until the receiving Party's following business day. Either Party may at any time change its address, facsimile number, or attention recipient upon written notice to the other Party.

23. ASSIGNMENT AND SUBCONTRACTING. Supplier shall not assign or transfer the Purchase Order or any part hereof, or any money due hereunder, without the prior written consent of Buyer. Supplier must obtain Buyer's written approval before subcontracting performance of any portion of this Agreement. Buyer's approval of any such subcontractor will not relieve Supplier from any obligations imposed by these terms.

24. MINORITY-OWNED, WOMEN-OWNED, AND SMALL BUSINESS ENTERPRISES. It is Buyer's policy to support the inclusion of minority-owned business enterprises ("MBEs"), women-owned business enterprises ("WBEs"), and small business enterprises ("SBEs") in its procurement processes. Supplier's selection processes for procurement of third party goods, equipment, and services utilized in connection with the Work shall therefore include consideration of qualified MBEs, WBEs, and SBEs where possible. Supplier shall maximize use of MBEs, WBEs, and SBEs, where commercially competitive, in performance of the Work. An MBE is defined as a business enterprise that is at least 51% owned by a minority or group of minorities and has its management and daily business controlled by one or more such individuals. Minorities include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. A WBE is defined as a business enterprise that is at least 51% owned by a woman or group of women and has its management and daily business controlled by one or more such individuals. An SBE is a small business enterprise as defined by the U.S. Small Business Administration: a business enterprise that is registered to do business in the United States, is independently owned and operated, is organized for profit, and is not dominant in its field.

25. ACCESS TO BUYER'S SYSTEMS OR NETWORKS.

A. In the event that Buyer and Supplier determine that certain members and personnel of Supplier and its subcontractors need access to the Systems and Networks and intellectual property of Buyer for any purpose in connection with performance of the Work, the provisions of this Article 25 shall apply. For purposes of this Article 25, "Network" means facilities and services that allow the transmission of data and information, including vendor-approved circuits, microwave and radio systems, satellite facilities, local area networks, wide area networks, servers, and fiber optic systems, and "System" means a collection of electro-mechanical devices that work together to store, retrieve, and manipulate data and information under control of a program. The term includes computers known as mainframe computers, host computers, control systems, mini-computers, distributed computer environments, personal computers, workstations, personal data assistants, and other similar devices (including smartphones and tablets).

B. Buyer will determine the portions of the System and/or Network to which each such member and personnel of Supplier or its subcontractors ("Accessing Party") will have access and will designate such portions of the System and Network in writing. Supplier shall be responsible for preventing access to non-designated portions of such Systems or Networks, including third-party portions of such Systems and Networks, as well as preventing improper access to or use of the Systems or Networks. No Accessing Party is to: (i) access or attempt to access any portion of Buyer's Networks or Systems except as expressly permitted hereunder; or (ii) introduce harmful code or data to the Systems or Networks. Buyer reserves the right to deny at any time access by any individual to such System or Network. Supplier shall verify continued entitlement to System and/or Network access for all individuals at least every ninety (90) days.

C. Buyer reserves the right to change its policies and procedures for accessing its Systems and Networks at any time. Supplier shall permit, and shall cause each Accessing Party to expressly permit, Buyer to monitor and record use of the

System and Network. Supplier shall ensure that each Accessing Party expressly acknowledges no expectation of privacy while accessing such System and Network.

D. Any information or data relating to Buyer's System or Network to which the Accessing Party may have access, including but not limited to third-party software, information, and data licensed to Buyer or its affiliates, and proprietary software of Buyer or its affiliates, is proprietary and confidential to Buyer and its affiliate and subject to all the requirements and restrictions contained in this Article 25. All information an Accessing Party obtains from or creates during the course of the use of Buyer's System or Network is and shall remain the property of Buyer. No Accessing Party shall copy any such information except as may be necessary to carry out the purpose for which access to Buyer's System and Network has been granted. No right, ownership, or license to any Buyer copyrights, patents, trade secrets, or other intellectual property rights are granted hereunder. In no event shall any Accessing Party copy, download, modify, reverse engineer, decompile, disassemble, or create derivative works of any data or software programs contained in the Buyer's System or Network without the prior written consent of Buyer. Each Accessing Party shall comply with all on-line banners and confidentiality notices used in connection with the System or Network.

E. Supplier shall be liable for any damage resulting from the introduction of malicious code by any Accessing Party onto Buyer's System or Network, including but not limited to all expenses and costs incurred by Buyer to restore the affected Systems or Network to its state prior to malicious code (including the cost of repairs, travel expenses, replacement hardware and software).

F. BUYER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD TO THE SYSTEM AND NETWORK, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO BUYER'S SYSTEM AND NETWORK. Any loss or damage occurring to Supplier or an Accessing Party arising from use of Buyer's System or Network will be solely the responsibility of Supplier. Further, Buyer and its affiliates will not be liable to Supplier or any Accessing Party for (i) any loss or corruption of Accessing Party data stored in or transmitted through Buyer's System or Network; (ii) any incorrect results obtained by using Buyer's System or Network; (iii) any interruption of access to or use of Buyer's System or Network for whatever reason; (iv) access to any Accessing Party data by third parties; or (v) toll fraud in accessing, using, or egressing Buyer's System or Network.

G. The provisions of and indemnifications and allocations in this Article 25 shall apply whether access to Buyer's Systems and Networks is accomplished through Buyer-supplied devices, Supplier-supplied devices, devices provided by the Accessing Party or otherwise, and such provisions, indemnifications and allocations shall apply to any access to Buyer's Systems and Networks by Supplier or its personnel, whether or not the access to Buyer's Systems and Networks was approved or authorized by Buyer in accordance with this Article or otherwise and whether or not Buyer knew or should have known of such access.

26. CONFLICTS IN DOCUMENTS. If there is a conflict between these Terms and Conditions and any other document forming a part of the Purchase Order, first the terms and conditions set forth in the body of the Purchase Order and then this document shall control. However, notwithstanding anything to the contrary set forth herein, in the event that the Purchase Order references or incorporates a Master Service Agreement, Master Purchase Agreement, or a similar master agreement (each a "Master") between Buyer and Supplier then, with respect to any conflict between terms of the Purchase Order and the referenced Master, the terms on the face of the Purchase Order and then the terms of that referenced Master shall control. Should any requirement or provision of the Purchase Order or its attachments conflict with any other requirement or provision, it is Supplier's responsibility to give Buyer prompt written notice of such conflict for Buyer's resolution.

27. GENERAL PROVISIONS.

A. Waiver of any breach of the Purchase Order does not constitute a waiver of any subsequent breach, whether of a like or different character.

B. If any provision of the Purchase Order is determined to be void or unenforceable, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with applicable statutory or case law.

C. Continuing Obligations. Notwithstanding anything to the contrary set forth in the Purchase Order, completion of Work or termination of the Purchase Order does not relieve the parties of any obligations that, by their nature, survive such

completion or termination, including any Claims arising out of performance under the Purchase Order, warranties, indemnities, insurance requirements, audit rights, and obligations with respect to confidential information.

D. Supplier and Buyer affirm that this Purchase Order sets forth their entire agreement and there are no promises or understandings other than those stated herein.

E. Any document prepared by Supplier containing any contrary or additional terms will be void and not modify or add to the terms of the Purchase Order in any way, nor will execution of any such document create a new contract.

F. No subsequent alteration, amendment, change, modification, or addition to the Purchase Order will be binding upon the Parties unless reduced to writing and signed by authorized representatives of both Parties.