

Purchase Order Terms and Conditions for Subscription or Software as a Service



Revision date: 11/01/2025

Unless otherwise provided in the purchase order or other contracting document to which these Terms and Conditions are appended or into which these terms are incorporated ("Purchase Order"), the Terms and Conditions set out hereinbelow apply to online or web-based subscription services or software as a service ("Services") set forth in the Purchase Order. These Terms and Conditions are incorporated into and form a part of such Purchase Order.

1. INDEPENDENT CONTRACTOR.

Supplier shall provide all Services under the Purchase Order as an independent contractor. None of Supplier or its employees, agents, or subcontractors shall 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 Services. 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 RELEASE, INDEMNIFY, 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.** "Affiliate" means any entity, including any corporation, limited liability company, partnership, or joint venture, controlled by, under common control with, or controlling the entity in relation to which the term "Affiliate" is used, with "control" being defined as owning, directly or indirectly, fifty percent (50%) or more of the assets or the outstanding shares having voting rights, or otherwise having the right, either by contract or otherwise, to control the operation, management, or policy of an entity.

2. TERM; SCOPE; LICENSE; HOSTING; SECURITY; PRIVACY; BACKUP; SUPPORT; AVAILABILITY AND MAINTENANCE; USE AND ACCESS.

- A. The Purchase Order shall continue in full force and effect for the term of the Services set forth in the Purchase Order, unless the Purchase Order is terminated earlier as provided herein.
- B. Supplier shall furnish the specific edition of Supplier's Services identified in the Purchase Order, developed, operated, maintained and hosted by Supplier and made accessible via the website set forth in the Purchase Order or another Supplier-designated website or IP address; and ancillary online or offline products and services provided to Buyer by Supplier and which Buyer is being granted access to under the Purchase Order, including the Supplier Technology and Supplier Systems. "Supplier Technology" means all of Supplier's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, documentation, and other tangible or intangible technical material or information) made available to Buyer by Supplier in providing the Services. "Supplier Systems" means the application software, network servers, hardware, software, and data operations utilized by Supplier to provide the Services.
- C. In consideration of the fees that Buyer shall pay to Supplier as set forth in the Purchase Order, Supplier hereby grants to Buyer and Buyer hereby accepts a nonexclusive worldwide license for Buyer to access and use the Services in accordance with the terms of the Purchase Order. Services may be used not only by Buyer for itself but also by or for its Affiliates. Buyer shall designate officers, directors, employees, consultants, contractors, and agents of Buyer and its Affiliates respectively as Authorized Users, such Authorized Users being able to use the Services for the exclusive benefit of Buyer and its Affiliates. Supplier shall supply such Authorized Users with user identifications and passwords enabling such Authorized Users to access and use the Services. Buyer agrees that only Authorized Users shall access and use the Services.
- D. Supplier shall provide a secure hosting environment for the Services, which includes, but is not limited to, all hardware, servers, operating software, network components, database storage, security, technical support, maintenance, backup, and disaster recovery required for Buyer to use the Services in accordance with the Purchase Order.
- E. The Services shall be accessible to Authorized Users twenty-four (24) hours a day, seven (7) days a week, except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond the control of Supplier or

which are not reasonably foreseeable by Supplier, including, but not limited to, interruption or failure of telecommunication or digital transmission links and internet slow-downs or failures. This obligation is deemed satisfied if Supplier makes the Services available for not less than 99.95% of the time during each calendar month. Such percentage is to be calculated by dividing the number of actual hours the Services were made available in the relevant calendar month by the number of hours the Services were required to have been made available during that month. If Supplier fails to meet this availability in any certain month, Supplier shall provide Buyer a proportionate credit against fees in the following billing period. If Supplier fails to maintain an average Services availability of at least 98% over any period of three (3) consecutive months, Buyer may immediately terminate the Purchase Order and receive a refund of any prepaid fees.

F. Supplier shall perform maintenance services, updates, or upgrades to ensure continuous availability and operation of the Supplier Systems. Supplier shall use commercially reasonable efforts to inform Buyer of any known or foreseeable disruptions to the availability of the Services; and to schedule such disruptions for times least likely to cause inconvenience to Authorized Users.

G. To the extent Supplier upgrades or updates the Services, Buyer will not have the option to access prior versions. Only the current version will be supported and maintained. The current version will provide for Buyer Data created with prior versions to continue to be accessible, readable, and editable. "Buyer Data" means any and all materials, information or data owned, controlled, or maintained by or concerning Buyer or its assets or its employees or personnel, including, but not limited to, any technology, intellectual property, data, information, or material provided or submitted by or on behalf of Buyer to Supplier's System in connection with the Services, including Personal Data (as hereinafter defined). For clarity, Buyer Data includes Personal Data of Client and its employees, representatives, customers, and others with whom Buyer does business, which is received by, made available to, or accessed by or on behalf of Supplier in connection with the Purchase Order.

H. Buyer shall obtain access to the internet in order to access and use the Services and complete the implementation and set-up process as set forth in the Purchase Order to access the Services.

I. Buyer is entirely responsible for maintaining the confidentiality of any passwords and account information required for access to the Services, and for all acts by Buyer or anyone authorized by Buyer to access Buyer's account that occur in connection with Buyer's account. Buyer shall notify Supplier of any unauthorized use of Buyer's account, breach of security, or loss or theft of usernames or passwords promptly upon discovery of such unauthorized use, breach, loss, or theft.

J. Buyer shall not use the Services for any purpose that is (i) unlawful; or (ii) prohibited by this Purchase Order. Buyer shall not reverse-engineer, disassemble, decompile, or make any attempt to discover the source code of the Services and, except as permitted herein, shall not sell, sublicense, rent, or lease any portion thereof. Buyer shall continue to have unrestricted use of the Services in accordance with the terms and conditions of the Purchase Order during any dispute between Buyer and Supplier.

3. TERMINATION.

A. Buyer may terminate the Purchase Order at any time, for convenience, by giving notice in writing to Supplier. However, such termination for convenience shall not entitle Buyer to any refund of prepaid fees.

B. Buyer may terminate the Purchase Order, for cause, if Supplier breaches or is in default of any material obligation under the Purchase Order, when such breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt from Buyer of written notice of the breach or default. Additionally, Buyer may terminate the Purchase Order immediately by written notice in the event the Supplier makes any assignment for the benefit of creditors, admits its insolvency, is adjudicated bankrupt or insolvent by any court of competent jurisdiction, any trustee or receiver is appointed, or files any involuntary petition under any bankruptcy or similar law providing for reorganization, dissolution, liquidation, or winding-up. In the event of termination under this Article 3.B., Supplier shall return to Buyer any prepaid payments it received for the terminated portion of the Purchase Order.

C. Upon termination (or expiration) of the term for Services set forth in the Purchase Order, Supplier shall remove from Supplier Systems and return to Buyer all Buyer Data or, at Buyer's option, provide Buyer with access for not less than 180 days, or such other period agreed in the Purchase Order, to facilitate a transfer or orderly migration of such Buyer Data.

4. INVOICING; PAYMENT.

- A. Within thirty (30) days of Buyer's receipt of a correct and undisputed invoice from Supplier for the fees set forth in the Purchase Order, Buyer shall pay, or cause to be paid, the amount of such invoice
- B. Buyer has implemented automated electronic processes for the submission and payment of invoices. These processes require submission of invoices electronically through Buyer's designated eCommerce web portal. Supplier will submit all invoices in accordance with Buyer's invoicing instructions, as they may be revised from time to time. Supplier can access Buyer's website for guidance and instructions concerning invoice submission.
- C. 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 Services.

5. SAFETY; BUYER'S RULES AND PROCEDURES. Should Supplier personnel (including any of its officers, directors, employees, agents, or subcontractors) enter onto the premises of Buyer or Buyer's Affiliates for or in connection with the Purchase Order or performance thereunder, including for meetings, technical assistance, or training, Supplier shall cause such personnel to comply with all on-site rules and procedures of Buyer or Buyer's Affiliates, as the case may be, including those related to security, safety, and prohibition of weapons, alcohol, and controlled substances. Supplier understands that its personnel entering onto premises of Buyer or Buyer's Affiliates will be subject to search, removal, and denial of entry in accordance with Buyer's policy prohibiting weapons, alcohol, and controlled substances. **SUPPLIER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES (INCLUDING CONTRACT STAFF), CONTRACTORS, AND AGENTS HARMLESS FROM AND AGAINST ANY LIABILITY WHATSOEVER, INCLUDING ACTIONS BY SUPPLIER PERSONNEL, IN CONNECTION WITH ENFORCEMENT BY BUYER OR ANY OF BUYER'S AFFILIATES OF ITS POLICIES AND PROCEDURES, INCLUDING ITS POLICIES ON SAFETY, SECURITY, AND PROHIBITION OF WEAPONS, ALCOHOL, AND CONTROLLED SUBSTANCES.**

6. INDEMNITY FOR PERSONAL INJURY, PROPERTY DAMAGE; CONSEQUENTIAL DAMAGES.

- A. **BUYER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS SUPPLIER AND SUPPLIER'S AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS FOR (I) LOSS OF OR DAMAGE TO BUYER'S PROPERTY AND EQUIPMENT; AND (II) INJURY TO OR DEATH OF BUYER'S OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OCCURRING IN CONNECTION WITH THIS PURCHASE ORDER, 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 AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND AUTHORIZED USERS NOT INCLUDED IN THE FOREGOING, FROM AND AGAINST ANY AND ALL CLAIMS FOR (I) LOSS OF OR DAMAGE TO SUPPLIER'S PROPERTY AND EQUIPMENT; AND (II) INJURY TO OR DEATH OF SUPPLIER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS OCCURRING IN CONNECTION WITH THIS PURCHASE ORDER, 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. **BUYER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS SUPPLIER AGAINST ANY CLAIMS ARISING OUT OF ANY ALLEGATIONS THAT ANY PORTION OF THE BUYER DATA VIOLATES, OR THE MANNER IN WHICH SUCH BUYER DATA WERE OBTAINED BY SUPPLIER VIOLATES, ANY APPLICABLE LAWS.**
- D. **SUPPLIER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS BUYER, BUYER'S AFFILIATES, AND AUTHORIZED USERS AGAINST ANY CLAIMS ARISING OUT OF ANY ALLEGATIONS THAT THE SERVICES, SUPPLIER SYSTEMS, OR SUPPLIER TECHNOLOGY VIOLATE ANY APPLICABLE LAW.**
- E. **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.**
- F. For the purposes of the indemnifications provided above, the indemnified party is defined to include Buyer or Supplier (as applicable) and their respective Affiliates, together with all of its and their directors, officers, employees, and agents.

7. PROPRIETARY RIGHTS; OWNERSHIP; INTELLECTUAL PROPERTY INDEMNITY.

- A. Supplier transfers no right, title, or interest in and to Supplier Technology or the Supplier Systems, except as expressly stated in the Purchase Order.
- B. All right, title, and interest in and to the Buyer Data and results from processing Buyer Data are and shall remain the property of Buyer or its Affiliates, and no right, title, or interest in and to Buyer Data or the results from processing Buyer Data is to vest in Supplier.
- C. **SUPPLIER SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLD HARMLESS BUYER AND BUYER'S AFFILIATES AND AUTHORIZED USERS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR VIOLATION OF ANY THIRD PARTY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH SUPPLIER'S PERFORMANCE UNDER THE PURCHASE ORDER OR USE OF OR ACCESS BY BUYER, ITS AFFILIATES, AND AUTHORIZED USERS TO THE SERVICES, SUPPLIER SYSTEMS, OR SUPPLIER TECHNOLOGY PROVIDED UNDER THE PURCHASE ORDER.**
- D. If a Claim of violation of patent, copyright, trade secret, or other intellectual property rights relating to the Services, Supplier Systems, or Supplier Technology provided under the Purchase Order is made against Buyer or any of its Affiliates, Buyer shall: (i) promptly notify Supplier; (ii) allow Supplier to control the litigation or settlement of such Claim; and (iii) cooperate with Supplier in the investigation, defense, and/or settlement thereof. Supplier shall not, without the express prior written approval of Buyer, execute any settlement which would restrict any rights of Buyer. Buyer will 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.
- E. Should any portion of the Services or intended use thereof become, or in Supplier's reasonable opinion be likely to become, the subject of a Claim for infringement of a patent, copyright, or other proprietary right, Supplier shall at its option either (i) promptly and diligently modify or replace such portion to make it non-infringing, without degradation to functionality; or (ii) terminate the Purchase Order or the particular Services affected and refund any prepaid fees for the terminated portion of the Services.
- F. The Parties agree that damages under this Article 11 are allowed as direct damages and are not to be deemed to be special, indirect, or consequential.

8. COMPLIANCE.

- A. General. In relation to the Purchase Order and the Services, Supplier shall (a) comply with all applicable laws and with all applicable Buyer rules and policies, including those with respect to (i) health, safety, and environmental protection; (ii) business ethics; (iii) export and re-export controls; (iv) anti-bribery; and (v) human trafficking and modern slavery; and (b) do nothing that would cause Buyer to be in breach of applicable laws. Supplier shall also ensure that its officers, directors, and personnel and its Affiliates and subcontractors and their respective officers, directors, and personnel do likewise. Copies of applicable Buyer rules and policies will be provided to Contractor upon request.
- B. No Payments to Buyer or its Affiliates Personnel. Supplier shall not, directly or indirectly: (i) make payments or rebates of any nature to officers, directors, or personnel of Buyer or its Affiliates; nor (ii) favor officers, directors, or personnel of Buyer or its Affiliates, or designees of such officers, directors, or personnel with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value; nor (iii) enter into business arrangements with officers, directors, or personnel of Buyer or its Affiliates otherwise than as such officers, directors, or personnel properly and duly acting in their capacity as representatives of Buyer or its Affiliates with respect to the Services.
- C. Trade Control Laws. Supplier shall comply (and shall ensure that its officers, directors and personnel, and its Affiliates and subcontractors and their respective officers, directors and personnel comply) with all Trade Control Laws. Notwithstanding anything to the contrary in this Purchase Order, neither Buyer nor Supplier shall be required to meet its obligations under the Purchase Order in a way that violates or is inconsistent with Trade Control Laws. Supplier, prior to exporting or transferring any goods, technology, software, or services to Buyer, shall: (i) obtain and provide to Buyer any required export authorizations or licenses under Trade Control Laws; and (ii) upon request, provide Buyer with all applicable export control classification numbers, HS numbers, license information and country of origin. Supplier will, upon reasonable request, provide sufficient information and/or documentation for Buyer to comply with and demonstrate compliance with Trade Control Laws. Supplier certifies that: (i) no Affiliate or subcontractor is a party prohibited or denied by, or organized or resident in a country that is the subject of comprehensive economic sanctions under Trade Control Laws ("Restricted Party") or owned or controlled, directly or indirectly, by a Restricted Party; and (ii) no part of the Services provided will originate from (a) a Restricted Party; or (b) any country prohibited under Trade Control Laws. Buyer confirms that no goods, technology, software, or other services items received from Supplier are intended to be

shipped, either directly or indirectly, to any country or person, or for any end-use, that is prohibited under Trade Control Laws.

D. Anti-bribery. Supplier shall not (and shall ensure that its officers, directors, and personnel, and its Affiliates and subcontractors and their respective 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, and its Affiliates and subcontractors and their respective officers, directors, and personnel, do not make) any "facilitating payments" in connection with the Services.

In addition to any other rights and remedies available to Buyer, including the indemnification in Article 8.H, if Buyer reasonably believes that Supplier or any Affiliate or subcontractor, or any of their respective officers, directors, or personnel, has engaged or will engage in improper conduct in breach of this Article 8.D., Buyer may, at its sole discretion, suspend any further performance by Supplier; withhold further payment to Supplier; and terminate this Purchase Order for cause with immediate effect.

E. Ethics. In relation to the Purchase Order:

a. Supplier shall be guided (and shall ensure that its officers, directors, and personnel, and its Affiliates and subcontractors and their respective officers, directors, and personnel are guided) by the principles and 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 Buyer's internet website at: <http://static.conocophillips.com/files/resources/codeofethics.htm#1>.

b. Supplier shall immediately report to Buyer any known or suspected actions that are inconsistent with the principles and standards set forth in the Code.

c. Any lack of compliance with or violation of the principles and standards of the Code, or a violation of Supplier's own code of conduct, by its Affiliates and subcontractors or their respective officers, directors, or personnel shall constitute a material breach by Supplier and grounds for termination for cause.

F. Importation of Supplier Property and Personnel. Supplier is responsible for fulfilling, at its expense, all requirements of applicable laws and governmental authorities with regard to (i) importation of property of its Affiliates and subcontractors and any other items required for the Services; and (ii) entry of officers, directors, and personnel of its Affiliates and subcontractors into any country; and (iii) exportation of such property and other items and departure of such persons from any country; including payment of all applicable customs duties, fees, and other applicable charges (including the cost of temporary import bonds, stamp duty, and statistical tax). If required by applicable laws, Buyer will assist Supplier with importation and exportation of equipment of Affiliates and subcontractors in the name of Buyer, including seeking to obtain any lawful exemption from customs duties.

G. Privacy. Supplier shall comply with Data Protection Laws to the extent such laws are applicable to the Services. 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 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.

H. **Cybersecurity.** In connection with the Services, 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 protect the integrity of Supplier Systems; (ii) comply with all applicable laws; and (iii) meet or exceed the information security standards and practices that are generally accepted in the industry. At a minimum, Supplier shall provide the security, virus protection, privacy, back-up, and disaster recovery measures set forth in the Cybersecurity Exhibit referenced in the Purchase Order and thereby incorporated herein. 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.

I.. SUPPLIER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS SUPPLIER AND SUPPLIER'S AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL FINES, PENALTIES, OR LIABILITY, AND FOR COSTS RELATED THERETO, INCLUDING COURT COSTS AND ATTORNEY'S FEES, RESULTING FROM ACTUAL OR ALLEGED FAILURE BY SUPPLIER, ITS AFFILIATES AND SUBCONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OR PERSONNEL TO COMPLY WITH THIS ARTICLE 8.

9. 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 Services, including, but not limited to: (i) Buyer Data, and any other 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 provide the Services. 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. The foregoing shall also apply to Buyer with respect to Supplier Technology.

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.

D. Upon expiration or termination of this Purchase Orders, and as directed by the disclosing Party, each Party shall promptly (i) return to the other Party all of the confidential information of the other Party; or (ii) erase and destroy all copies of the confidential information of the other Party in its possession and certify destruction of the same.

E. The Parties agree that damages for breach of the provisions of this Article 13 will be allowed as direct damages and are not to be deemed to be special, indirect, or consequential.

10. 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. Licensor may invoice, and Subscriber will pay to Licensor, such applicable sales, use, excise, or other similar taxes (federal, state, or local) that Licensor is required by law to apply to the fees set forth in respective Call-Off Orders. Any such tax amounts are to be clearly and separately stated on Licensor's invoices. In no event is Subscriber obligated to pay or reimburse Licensor for any tax imposed on Licensor's income, property, or privilege of doing business.

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 SERVICES.

11. WARRANTY.

A. Supplier hereby warrants the Services: (i) will perform the functions described in the documentation and specifications provided by Supplier and operate substantially error-free and uninterrupted under normal use and circumstances throughout the term of the Services; and (ii) will correctly process all date codes and will not include or contain any virus, clock, timer, counter, code, design, or routine which might cause Services to become inoperable or that might otherwise prevent or restrict Buyer's use in accordance with the Purchase Order; . Supplier further warrants that when used in accordance with the Purchase Order, the Services, Supplier Systems, and Supplier Technology will not infringe upon or violate any copyright, patent, trademark, trade secret, or any other proprietary right of any third party.

B. Buyer is not liable to pay Supplier for Services not in conformance with the foregoing warranties. Supplier shall promptly correct any warranted nonconformity at no extra cost to Buyer.

C. IN CONSIDERATION OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS ARTICLE 11 AND THE ACCESSIBILITY COMMITMENT IN ARTICLE 2.E., THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. WITHOUT PREJUDICE TO ARTICLE 15.A., SUPPLIER DOES NOT WARRANT THAT THE SERVICES WILL SATISFY THE OUTCOMES DESIRED BY BUYER.

D. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SUPPLIER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

12. 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 Services, 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 12 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.

13. 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 the Purchase Order. 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.

14. ASSIGNMENT AND SUBCONTRACTING.

A. 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. Any assignment in violation of this Article will be null and void.

B. Buyer has the right to make the following transfers of the Services:

(i) Transfer to Buyer Affiliate: Buyer has the right to transfer the Services to any of its Affiliates, provided that the transferee agrees to assume all of Buyer's rights and obligations under the Purchase Order with respect to the Services;

(ii) Transfer and Subsequent Use by Transferee Only: If Buyer sells or otherwise transfers the assets or equity ownership of any Buyer business unit or part thereof, Buyer has the right to transfer and assign the Services in relation to such business unit, provided that the transferee agrees to assume all of Buyer's rights and obligations under Purchase Order with respect to the transferred Services. Prior to finalization of such transfer, Buyer is entitled to use the Services for the benefit of the intended transferee for a period not to exceed twenty-four (24) months. Supplier shall provide to such transferee any further services available from Supplier that the transferee may need to complement or supplement the Services, on Supplier's then current standard terms and conditions or on such other terms and conditions to which Supplier and the transferee may agree;

(iii) Transfer and Subsequent Use by Both Transferee and Buyer: If Buyer elects to continue its use of any Services in the event of a sale or other transfer as described in Article 14.B (ii), Supplier shall deliver to the transferee a Supplier standard form agreement that provides for the transferee to use the Services in relation to the assets or equity interest transferred by Buyer on the same terms, *mutatis mutandis*, as those of the Purchase Order.

C. Any subcontracting of the Services by Supplier will not relieve Supplier of full responsibility for all of the Services, including the subcontracted portion. Any failure of a subcontractor to perform will be considered for all purposes to be a failure of Supplier to perform, and Supplier shall remain fully liable for any defects in Services performed by subcontractors, any breaches by subcontractors, and any and all damages or injuries caused by subcontractors.

15. 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 Services, the provisions of this Article 15 shall apply. For purposes of this Article 15, "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 "System" 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 shall: (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 15. 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 15 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.

16. AUDIT. Supplier shall maintain a true and correct set of records pertaining to all Services 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 Services. 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.

17. 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.

18. 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, expiration or termination of the Purchase Order does not relieve the parties of any obligations that, by their nature, survive such

expiration 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.