

SSOE Group Purchase Order Terms and Conditions (Services)

- 1) The entity (hereinafter referred to as "Service Provider") identified on the PO shall furnish to the SSOE Group company (hereinafter referred to as "SSOE Group") identified on this PO all equipment, materials, tools and labor necessary to perform the services ("Services") required in accordance with the scope of Services listed by SSOE Group on this PO, or listed by the Service Provider in the proposal referenced on this PO.
- 2) By accepting this PO and/or performing any of the Services under this PO, the Service Provider certifies that it has read and accepts these terms and conditions. No agreements or other understandings modifying the terms and conditions of this PO, including any terms and conditions contained on any quotation(s) of the Service Provider shall be binding upon SSOE Group unless made in writing and signed by both Service Provider and SSOE Group and specifically states that the same is an amendment to this PO.
- 3) All quotes and invoices issued by Service Provider, associated with this PO, shall reflect the total sum of the PO and will include all things necessary to complete the Services, and shall also include all federal, state, local, sales, use, excise, and other taxes of a like nature which Service Provider may be required to collect or pay with respect to the Services. The PO number must be plainly marked on all invoices. Invoices must be forwarded to the SSOE Group Accounts Payable address listed on this PO.
- 4) None of the Services shall be performed by subcontractors except as authorized in writing by SSOE Group prior to the subcontractor's performance of such Services. Service Provider shall complete and submit the attached Subcontractor Authorization form for each subcontractor to be utilized. Such approved subcontractors shall acknowledge the terms and conditions and maintain the required insurance per Paragraph 14 of this PO.
- 5) All personnel of the Service Provider and authorized subcontractors may be required to undergo background checks and drug testing at the discretion of SSOE Group and/or the SSOE Group client, before being granted access to SSOE Group's or the SSOE Group client's facilities. If required, the cost of such checks and testing shall be borne by the Service Provider. SSOE Group at its sole discretion may prohibit any individual from being granted access to such facilities.
- 6) It is understood and agreed by the parties that time is of the essence in the completion of the Services ordered under this PO. SSOE Group reserves the right to cancel all or any part of this PO if not performed as ordered.
- 7) SSOE Group may order the Service Provider to make changes in the Services. Such changes shall only be made through an amendment to this PO issued by SSOE Group. Any changes made by the Service Provider other than under an amendment to this PO shall be at the Service Provider's sole cost and liability.
- 8) Payment for the Services hereunder shall not constitute acceptance thereof. SSOE Group shall have the right to inspect and to reject any or all of said Services, which are in SSOE Group's judgment defective. In the event of such rejection, in addition to any rights to damages available to SSOE Group at law, Service Provider agrees to re-perform such Services promptly at no additional cost. SSOE Group shall also have the right to cancel any other purchase order with Service Provider for similar services, or SSOE Group may have the defective Services performed by other third parties and set-off any amounts due to Service Provider under this PO or any other agreement for expenses or damages incurred by SSOE Group associated with the rejection of any Services.
- 9) Service Provider warrants that all services performed under this PO will not infringe upon any United States or foreign patent or patent right, and Service Provider agrees to indemnify and hold harmless SSOE Group and the SSOE Group client against all judgments, decrees, costs and expenses resulting from any alleged infringement; and Service Provider further agrees that it shall upon the request of SSOE Group, and at Service Provider's own expense, defend or assist in the defense of any action which may be brought against SSOE Group or those selling or using any of the items by reason of such alleged infringement.
- 10) For non-professional Services, it is understood that Service Provider shall warrant and guarantee for a period of one (1) year commencing upon final completion of the services, or Service Provider's explicit warranty period, if greater, all workmanship and materials furnished pursuant to this PO and that all materials used and all services performed have been in accordance with the drawings and specifications provided Service Provider by SSOE Group. No substitutions from the items specified on the drawings and specifications furnished by SSOE Group shall be permitted except by the expressed written approval of SSOE Group. Service Provider agrees for above said warranty period to replace and repair defective materials and/or workmanship covered by this PO, and to indemnify SSOE Group against any and all liabilities whatsoever for damages and/or expenses which are incurred by SSOE Group by virtue of defective materials or workmanship in the Services supplied under this PO.
- 11) For professional Services, Service Provider represents that it shall perform its services consistent with the professional skill and care ordinarily provided by similar providers of such Services practicing in the same or similar locality under the same or similar circumstances. The Service Provider shall re-perform any Services which do not conform to this representation.
- 12) All Services performed under this PO shall be in compliance with all Federal, State and local laws and regulations regarding worker safety. The Service Provider is responsible for the supervision, training, and equipment necessary for compliance with the laws and regulations.
- 13) To the fullest extent permitted by Laws and Regulations, the Service Provider shall defend, indemnify and hold harmless SSOE Group, SSOE Group's client, and their separate respective officers, directors, members, partners, employees, parents, subsidiaries, consultants and subcontractors (collectively referred to as "Indemnified Parties") of each and any of them from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, including but not limited to claims, costs, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, or the loss of use resulting therefrom caused by any act (negligent or otherwise) or omission of the Service Provider, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the services or anyone for whose acts any of them may be liable.
- 14) Before proceeding with the services specified in and for three (3) years following the date of final completion of the services under this PO, the Service Provider shall, at its own cost and expense, procure and keep in force and in effect at least the following kinds and amounts of insurance coverage:
 - a) Worker's Compensation and Occupational Diseases insurance with statutory limits and Employer's liability coverage with a limit of \$1,000,000.00 on an occurrence basis;
 - b) Comprehensive General Liability insurance including the Indemnified Parties as additionally insured's hereunder with respect to all operations within the scope of the PO, and with respect to the supervision of such operations. Notwithstanding any provisions of this

policy, the insurance afforded by this endorsement is primary insurance with a \$1,000,000.00 single limit of liability per occurrence covering:

- i) premises operations, including coverage for explosion, collapse, or damage to underground property; also elevators, if any;
 - ii) products or completed operations coverage;
 - iii) contractual liability coverage for the hold harmless clause contained herein;
 - iv) contractor's protective liability coverage for all operations sublet to others on services performed for SSOE Group, and;
 - v) elimination of the exclusion with respect to materials and property under the care, custody and control of the Service Provider;
- c) Automobile liability insurance, comprehensive form, with a single limit of liability per occurrence of \$1,000,000.00 covering all owned, non-owned and hired vehicles used by Service Provider while performing operations in connection with the PO;
- d) If licensed professional services are furnished under this PO, professional liability insurance with coverage limits of not less than \$2,000,000 on a claims-made basis.

The Service Provider shall furnish to the SSOE Group representative a certificate showing evidence of insurance in the types and amounts required herein.

- 15) SSOE Group has the right to terminate this PO or any portion of it at its sole discretion or upon the occurrence of any of the following: (a) insolvency of the Service Provider; (b) Service Provider's filing a voluntary petition in bankruptcy or application for the appointment of a receiver or trustee of its assets; (c) an involuntary petition to have Service Provider declared bankrupt not vacated within 30 days from the date of filing; and (d) the execution by Service Provider of an assignment for the benefit of creditors; (e) the Contractor's/Vendor's material breach of any of the terms and conditions of this PO; (f) the Contractor's/Vendor's failure to perform the Work as required; or (g) the modification or termination of the agreement between SSOE Group and the SSOE Group client. In the event of SSOE Group's decision to terminate this PO, the Service Provider shall be compensated for that portion of the Work performed prior to the receipt of notification of termination which is accepted by SSOE Group. SSOE Group shall have no obligation to compensate the Service Provider for Work not performed and accepted by SSOE Group.
- 16) Service Provider certifies that all items and/or labor under this PO and all prices charged shall comply with all federal, state and local laws and regulations relative thereto and all pricing and safety laws and regulations. To the extent applicable, the clauses with respect to government contracts set forth in 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal opportunity), 60-1.40 (affirmative action), 60-1.8 (non-segregated facilities), 60-300.5(a) (employment of veterans), 60.741.5(a) (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. **Furthermore, and to the extent applicable, Service Provider and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Acceptance of this PO constitutes certification of compliance by the Service Provider to SSOE Group.
- 17) Service Provider shall at all times comply with all applicable laws, regulations and governmental requirements, including without limitation national and international laws governing export and import control and ethical business practices, including but not limited to the Sherman and Clayton Anti-Trust Acts, Robinson-Patman Act, and the Federal Trade Commission Act. Service Provider shall at all times comply with the U.S. Foreign Corrupt Practices Act and any other similar laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, or other individuals to assist it or SSOE Group in obtaining or retaining business. Likewise, SSOE Group requires that its employees comply with the SSOE Group Code of Ethics and Standards of Business Conduct, which may be found on the SSOE Group website at <http://www.ssoe.com/about-us/ethics>.
- 18) Any and all documents, items and other materials prepared by SSOE Group for use by Service Provider shall remain the sole property of either SSOE Group or SSOE Group's client, and shall be returned to SSOE Group upon the final approval/acceptance of the Services, termination of this PO, or upon demand by SSOE Group. Further, Service Provider shall not without the express written consent of SSOE Group use the information contained in these documents, items or other materials except as it relates to the Services covered by this PO.
- 19) The terms, conditions and performance of this PO shall be governed and construed in accordance with the laws of the State of Ohio.
- 20) SSOE Group shall pay the Service Provider for the Services in accordance with the stated terms, either following final completion and acceptance of the Services by SSOE Group, or on a monthly basis as stated in the PO, and following receipt of an acceptable invoice by SSOE Group. In cases where Service Provider is a subcontractor providing pass through services/material/support on a project for an SSOE Group client, payment shall be due net ten (10) days following SSOE Group's receipt of associated payment from the SSOE Group client. For all other cases, payment shall be due net thirty (30) days following SSOE Group's receipt of an acceptable invoice.

SUBCONTRACTOR AUTHORIZATION

Refer to Paragraph 4 of the SSOE Group PO Terms and Conditions.
Must be completed and signed before any Services are performed by the subcontractor.
Complete and submit a separate form for each subcontractor.

SSOE Group PO Number: _____

Subcontractor Company Name: _____

Street Address: _____

P.O. Box: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Name of Authorized Representative (printed): _____

Service Provider acknowledges by the signature of its authorized representative below that the Subcontractor has received a copy of the SSOE Group PO terms and conditions issued with the SSOE Group PO, and will abide by these terms and conditions, including the insurance requirements contained therein, in addition to any other terms and conditions contained in any agreement between the Service Provider and subcontractor for the Services to be performed by subcontractor under the SSOE Group PO.

Signature of Service Provider's Authorized Representative: _____

Name (printed): _____

Date: _____

SSOE Group Approval

Signature: _____

Name (printed): _____

Date: _____