

## 99FP INDIRECT SERVICES ATTACHMENT

Form 99FP, Buyer's General Terms and Conditions of Purchase, is modified with respect to services furnished under this Order as follows:

**THE FOLLOWING CLAUSES ARE INSERTED IN THIS ORDER IN LIEU OF THE CLAUSES WITH THE SAME NUMBERS AND TITLES IN FORM 99FP:**

**Article 1. ACCEPTANCE OF ORDER:** This purchase order (Order) is Buyer's agreement with Seller to purchase or license the Items listed in this Order. Items include tangible or intangible products, software or services to be delivered or performed by Seller to satisfy Buyer's requirements. Services include all labor, materials, or other resources required to service or support activities at Buyer's site. Acceptance is strictly limited to the terms. Buyer shall not be bound by and specifically objects to any term or condition whatsoever that is different from or in addition to the terms and conditions of this Order, whether or not such term or condition will materially alter this Order. Seller's commencement of performance or acceptance of this Order in any manner shall conclusively evidence agreement to this Order as written.

**Article 9. INSPECTION AND ACCEPTANCE:** All Items provided pursuant to this Order by Seller or Seller's sub-tier suppliers shall be subject to inspection and test at all reasonable times and places, including the period of manufacture, by Buyer and Buyer's customers. All Items are also subject to final inspection and acceptance at Buyer's plant or specified place of delivery within a reasonable period of time after receipt, notwithstanding any payments or prior inspections. Notwithstanding any other terms and conditions of this Order, Seller shall be responsible to correct at its expense all latent defects which cannot be discovered by Buyer through reasonable inspection methods or time of use. Services are subject to routine inspection by Buyer and Buyer's acceptance of the services upon completion.

**Article 14. INSURANCE:**

- 14.1 During the term of this Order, Seller shall maintain the following insurance coverages in form reasonably satisfactory to Buyer:
- a. Workers' Compensation as statutorily required in the territory where the work is performed;
  - b. Employers Liability insurance in an amount not less than \$1,000,000 USD per accident, per employee, per disease;
  - c. Commercial Automobile Liability insurance and, if necessary, Umbrella Liability insurance in a combined total amount not less than \$2,000,000 USD per accident covering bodily injury and property damage arising out of the use of owned, hired, and non-owned autos; and
  - d. Commercial General Liability insurance and, if necessary, Umbrella Liability in a combined total amount not less than \$2,000,000 USD per occurrence to cover bodily injury and property damage arising out of premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
- 14.2 Reserved.
- 14.3 For all Services provided, Seller shall name Buyer as an additional insured on Seller's Commercial General Liability Insurance policy and such policy shall:
- i. be primary and any insurance maintained by Buyer shall be excess and noncontributory; and
  - ii. provide a severability of interests provision applicable to each insured and additional insured under the policy such that all of the provisions of the insurance required hereunder, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured and additional insured.
- 14.4 Seller shall cause its insurer to waive its rights of subrogation against Buyer with respects to Workers' Compensation claims.

- 14.5 All required insurance must be underwritten by insurance companies with a minimum rating by A.M. Best of A- or other rating equivalent and licensed to conduct business in all states or territories where this Order shall apply.
- 14.6 Upon Buyer's request, Seller shall provide a certificate of insurance to Buyer within ten (10) days, attesting to the amounts and types of insurance described above.
- 14.7 The certificate insurers shall endeavor to provide thirty (30) days written notice to Buyer in the event of policy cancellation or material change.
- 14.8 To the extent Seller uses sub-tier suppliers in the performance of this Order, Seller shall ensure that each sub-tier supplier maintains each of the above coverages.
- 14.9 Any deductible or self-insured retention shall be consistent with deductibles and self-insured retentions maintained by companies in the same industry, general geographical location, and financial size and strength. Seller shall be solely responsible for all claims within the amounts of any deductibles or self-insured retentions.
- 14.10 It is specifically agreed that the types and amounts of insurance requested above shall not limit or otherwise affect Seller's obligation to indemnify and hold Buyer harmless as provided by Article 13 or 15 of these General Terms and Conditions of Purchase as modified by this 99FP Indirect Services Attachment.

**Article 15. INDEMNIFICATION:** For Items furnished excluding services, Seller hereby agrees to indemnify and hold harmless Buyer, its affiliates and their respective successors and assigns, and its and their respective directors, officers, agents and employees, from and against any and all claims, liabilities, demands, damages, losses, causes of action and judgments (a) brought by any person, corporation, governmental entity or other entity not a party to this Order, whether arising from injury or death to persons or loss or damage to property or otherwise (collectively, Third Party Claims), and reasonable attorneys' fees and costs and expenses incident thereto to the extent such Third Party Claims arise from (i) any defect in the design, workmanship or material of any Item including software provided by Seller to Buyer hereunder or (ii) any negligence (whether active or passive) or willful misconduct of Seller or its contractors of any tier; and (b) arising out of or in connection with any breach by Seller of its warranty stated in Article 8 above.

For services furnished, Seller hereby agrees to defend, indemnify and hold harmless Buyer, its affiliates and their respective successors and assigns, and its and their respective directors, officers, agents and employees, from and against any and all claims, liabilities, demands, damages, losses, causes of action and judgments whether arising from injury or death to persons or loss or damage to property or otherwise and reasonable attorneys' fees and costs and expenses incident thereto arising from (i) any defect in the workmanship or material used in providing the services hereunder or (ii) any negligence (whether active or passive) or willful misconduct of Seller or its contractors of any tier; and (b) arising out of or in connection with any breach by Seller of its warranty stated in Article 8 above.

**THE FOLLOWING CLAUSES ARE INSERTED IN THIS ORDER AS NEW CLAUSES:**

**Article 5. PERFORMANCE REQUIREMENTS:**

**5.7 Buyer Safety and Security Requirements** – When performing work at a Buyer site, Seller will comply with all Buyer safety and security requirements for the protection of property and personnel, provided that such safety and security requirements are made available to Seller and unless otherwise specified, work performed under this Agreement shall be within normal business hours. Seller's personnel shall also abide by rules and standards of business conduct established by Buyer and keep work areas clean and orderly.

**5.8 Technical Representatives and Assistance** - Each Party shall make technical or project management representatives available at all reasonable times who shall have the authority to act on behalf of their employer; however, these representatives shall not have the authority to act in any manner which would result in an increase or decrease in the scope of work or of the pricing or which would otherwise change the terms of this Order. Any changes to increase or decrease the scope of work or adjust the prices or terms shall be made via Change Order. Buyer shall furnish such information and technical assistance to Seller as shall be reasonably required in connection with Seller's work under this Agreement. However, no such information or assistance shall relieve Seller of its

responsibility for the furnishing of a design or other deliverable in accordance with this Order, constitute an acceptance of Seller's work, or relieve Seller of any of its obligations under this Order.

**Article 29. UNITED STATES PUBLIC LAWS:**

**29.3 Evidence Of Citizenship Or Immigrant Status:** Buyer may be required to obtain information concerning citizenship or immigrant status of subcontractor personnel entering the premises of Buyer. Seller agrees to furnish this information before commencement of work and at any time thereafter before substituting or adding new personnel to work on Buyer's premises. Information submitted by Seller shall be certified by an authorized representative of Seller as being true and correct. Seller further warrants that it and its suppliers and/or subcontractors shall certify compliance with the requirements, as applicable, of the California Civil Code Section 1714.43 (California Transparency in Supply Chains Act) and allow Buyer to perform any activities required for verification thereof.