

## TERMS AND CONDITIONS OF PURCHASE FOR VENDOR SERVICES

Please read these terms and conditions of purchase for vendor services (these “*Terms*”) carefully. These Terms materially affect the Parties’ obligations. ORBIS Corporation or the applicable subsidiary of ORBIS Corporation (“*ORBIS*”) is bargaining for and will do business only pursuant to these Terms, and ORBIS’ agreement to purchase any services (the “*Services*”) is expressly subject to and conditioned on the provider of the Services (“*Vendor*”) assenting to these Terms. ORBIS and Vendor are sometimes hereinafter referred to individually as a “*Party*” and collectively as the “*Parties*.”

1. **Acceptance.** This Agreement is an offer to purchase the Services described on the SOW. ORBIS may revoke this offer at any time prior to its acceptance by Vendor. Commencement of performance or other indications of acceptance by Vendor will result in a firm contract containing all of these Terms. ORBIS’ performance is conditional upon Vendor’s assent to these Terms. If any of these Terms are not acceptable to Vendor, Vendor shall promptly notify ORBIS thereof. If ORBIS does not receive Vendor’s written objection to these Terms within forty-eight (48) hours after Vendor receives the SOW from ORBIS, or if Vendor performs any of the Services, these Terms will be deemed irrevocably accepted in their entirety by Vendor.

2. **Entire Agreement.** These Terms, together with the email, statement of work, work order, scope of work, scope of services, order form, purchase order, or any other ordering document or document of similar effect (regardless of its title or designation) issued by ORBIS and referencing these Terms (each, the “*SOW*,” and together with these Terms, this “*Agreement*”), are intended by the Parties to be the final expression of their agreement, and are intended also as a complete and exclusive statement of the terms and conditions thereof. For the avoidance of doubt, the provisions of any proposal, quotation, order acknowledgement or confirmation, invoice, or other writing issued by Vendor inconsistent with these Terms will not constitute a part of the Parties’ contract, and ORBIS’ failure to object to provisions contained in any document or communication from Vendor will not be construed as an acceptance of any such provision or as a waiver of any term of these Terms. WITHOUT LIMITING THE FOREGOING, ORBIS HEREBY EXPRESSLY OBJECTS TO ALL TERMS THAT ARE ADDITIONAL, INCONSISTENT, OR CONTRADICTORY TO THESE TERMS, REGARDLESS OF WHETHER SUCH TERMS ARE SPECIFIED IN ANY OTHER EMAIL, PROPOSAL, QUOTATION, ACKNOWLEDGEMENT, CONFIRMATION, INVOICE, OR OTHER DOCUMENT SUPPLIED BY VENDOR, INCLUDING, WITHOUT LIMITATION, THOSE TERMS AND CONDITIONS LIMITING WARRANTIES, LIABILITY, REMEDIES, AND INDEMNITY. No additional or contradictory terms will be effective unless expressly agreed to in a writing hand-signed by an officer of ORBIS. No online or electronic terms or conditions will be binding upon ORBIS even though such terms were “accepted” in order to access or use a system, including, but not limited to, an order entry system.

3. **Price.** Unless otherwise specified on the SOW, the prices quoted and/or charged to ORBIS include any applicable federal, state, and local taxes, charges, or duties. Vendor’s price will not be higher than the price stated on the SOW or the last price quoted by Vendor or charged to ORBIS, whichever is lower. No additional charges or fees of any kind or nature, including taxes, shipping or packaging charges, travel or other out of pocket expenses, customs, duties, or other fees or assessments, will be allowed unless specifically agreed to by ORBIS in writing or on the SOW. Vendor warrants that the prices charged ORBIS on the SOW are no higher than prices charged on orders placed by others for similar services subsequent to the last general announced price change, and Vendor agrees that any reduction in the price of the Services subsequent to the date of the SOW will result in a corresponding reduction in price to the Services under this Agreement, effective retroactively to the date of the SOW. If Vendor breaches this warranty, the prices of the Services will be reduced accordingly, retroactive to the date of such breach. If the SOW expressly provides for the reimbursement of any of Vendor’s expenses, then, as a condition precedent to receiving

reimbursement for any such expenses, Vendor must provide ORBIS with receipts and other evidence of such expenses reasonably requested by ORBIS, and Vendor must comply in all respects with ORBIS' expense reimbursement policies as in effect from time to time. No amount of specified compensation will be considered as an estimate but always as a not-to-exceed amount to complete the Services, which will be lowered to the extent that, if working on a pay-for-time basis, Vendor spends less time than contemplated.

4. **Payment.** Vendor acknowledges that payment by ORBIS will not constitute acceptance of the Services nor impair ORBIS' right to inspect the Services or invoke any of its remedies provided hereunder. Unless otherwise stated on the SOW, payment terms are net ninety (90) days within the tenth (10<sup>th</sup>) or twenty-fifth (25<sup>th</sup>) of the month (first occurring). The invoice payment period and the determination of any discount periods will start on the later of the date: (a) Vendor's invoice is received at ORBIS' accounts payable department; and (b) the applicable Services, including each billable deliverable set forth in the SOW, are completed in full and accepted by ORBIS. If the invoice receipt by ORBIS is delinquent, or if a pricing discrepancy results when comparing the invoice amount to the amounts listed on the SOW or the Services actually received, processing of the invoice may be delayed and ORBIS shall nevertheless be entitled to take any applicable cash discount. All amounts of any discounts not subtracted from the purchase price at the time of payment will accumulate to ORBIS' benefit, and Vendor shall pay such amounts to ORBIS upon demand together with six percent (6%) annual interest from the date of ORBIS' payment to Vendor of the purchase price.

5. **Changes.** ORBIS may, at any time before performance of the SOW, make changes in quantities, specifications, schedules, and/or other methods of performance. If such changes cause an increase or decrease in prices or in time required for performance, Vendor shall notify ORBIS thereof, with reasonable detail and support for such changes, within five (5) days of receipt of notice of such change by Vendor. If ORBIS approves of such proposed change, ORBIS shall issue a revised SOW. The revised SOW will constitute a change order, and the definition of the Services and, if applicable, the amount of compensation and/or the scheduled completion date will be revised accordingly. If Vendor fails to provide timely notice in accordance with this Section, then such change will be deemed finally and irrevocably accepted by Vendor with no change in price or time for performance. Vendor shall not make any changes to any of the terms of this Agreement, or to the components, processes, or materials with respect to any of the Services without first obtaining ORBIS' prior written consent. Vendor shall notify ORBIS of any such change prior to providing any affected Services to ORBIS. Any such changes will not be binding on ORBIS unless evidenced by a change order issued and signed by ORBIS.

6. **Vendor Expertise; Vendor Personnel.** Vendor is an expert fully competent in all phases of the work involved in providing the Services under this Agreement. Vendor agrees not to deny any responsibility or obligation to ORBIS on grounds that ORBIS provided recommendations, guidance, reviews, inspections, audits, approval, or assistance with regard to any aspect of this Agreement. Vendor acknowledges ORBIS' reliance upon Vendor's expertise. Any reviews, inspections, or approvals by ORBIS will not relieve Vendor of its obligations under this Agreement, nor waive any rights that ORBIS may have. Vendor shall source and procure all materials and component parts for all of the Services in accordance with the requirements of this Agreement. ORBIS shall have the right, in its sole discretion, to require that Vendor immediately remove any personnel from performing any of the Services. In such an event, Vendor shall, upon ORBIS' request, promptly furnish replacement personnel with the requisite skills, training, and experience. ORBIS' exercise of, or failure to exercise, its rights under this Section will not in any way limit the obligations of Vendor to perform its obligations under this Agreement.

7. **Compliance with Policies.** Vendor shall comply with all applicable ORBIS policies, and all policies of ORBIS' customers, that are applicable to Vendor and/or the Services and that ORBIS makes Vendor aware of. Without limiting the foregoing, Vendor shall ensure that all personnel while on ORBIS'

site abide by the current procedures and regulations for personnel performing services on an ORBIS site and all other reasonable safety, security, and other instructions and directions issued by ORBIS, as well as all applicable federal, state, and local laws and regulations. ORBIS has the right, in its sole discretion, to require any personnel of Vendor to leave and not return to any ORBIS site

8. **Inspection; Acceptance; Rejection.** The Services purchased hereunder are subject to inspection and approval by ORBIS. ORBIS shall have a reasonable amount of time to complete such inspection, but in no event less than thirty (30) days. ORBIS reserves the right to reject and refuse acceptance of any of the Services that are not in accordance with ORBIS' instructions and all applicable specifications and warranties (express and implied), or that are otherwise unsatisfactory to ORBIS in its reasonable discretion. If any of the Services are rejected, at ORBIS' option, and without limiting any other rights or remedies available to ORBIS: (a) ORBIS may cancel the SOW without charge or expense to ORBIS, Vendor shall reimburse ORBIS for any amounts paid by ORBIS for such rejected Services, and Vendor shall immediately reimburse ORBIS for any damages incurred by ORBIS in connection with Vendor's provision of such defective Services; or (b) Vendor shall immediately re-perform any rejected Services in a manner acceptable to ORBIS, and reimburse ORBIS for any damages incurred by ORBIS in connection with Vendor's provision of such defective Services. Payment for any of the Services hereunder will not be deemed an acceptance thereof, and no inspection or acceptance will be deemed a waiver of any rights or remedies

9. **Compliance with Laws.** Vendor shall ensure that at all times it has and maintains all licenses, permissions, authorizations, consents, and permits that it needs in order to carry out its obligations under this Agreement and that it complies with all applicable statutory and regulatory requirements relating to the performance of the Services. Vendor represents and warrants that it is in compliance with, and will continue to comply with, all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental and regulatory requirements of the country(ies) of performance, or that relate to the performance, licensing, approval, or certification of the Services, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health and safety, and motor vehicle safety. Vendor further represents and warrants that neither it nor any of its subcontractors, vendors, agents, or other associated third parties will utilize child, slave, prisoner, or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the provision of the Services. Vendor shall comply with all applicable anti-corruption laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act, and that neither it nor any of its subcontractors, vendors, agents, or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide anything of value to or for the benefit of any official or employee of a governmental authority or of any government-owned, government-controlled, or government-affiliated entity to obtain or retain any contract, business opportunity, or other business benefit, or to influence any act or decision of that person in his or her official capacity. Vendor further represents and warrants that Vendor is and shall at all times remain in compliance with all laws administered by the US Treasury Office of Foreign Assets Control or any other governmental entity imposing economic sanctions or trade embargoes ("***Economic Sanctions Laws***") against designated countries, entities, or persons (each, an "***Embargoed Target***"). Vendor further represents and warrants that it is not an Embargoed Target or subject to any Economic Sanctions Law, and Vendor shall not broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law. At ORBIS' request, Vendor shall certify in writing its compliance with the foregoing.

10. **Records.** Vendor shall maintain complete and accurate records relating to the provision of the Services, including records of the time spent and materials used by Vendor in providing the Services in

such form as ORBIS approves. During the period in which Vendor is providing the Services to ORBIS, and for a period of two (2) years thereafter, upon ORBIS' written request, Vendor shall allow ORBIS or ORBIS' representative to inspect and make copies of such records and interview Vendor's personnel in connection with the provision of the Services. ORBIS may inspect Vendor's facilities and records, and that of Vendor's suppliers and any approved subcontractors, at any time from time to time, upon not less than twenty-four (24) hours prior notice (written, verbal, or otherwise).

11. **Confidentiality**. If the Parties have entered into a non-disclosure and/or confidentiality agreement (the "*NDA*"), the terms of the NDA are incorporated herein by this reference and will control the disclosure of any confidential or proprietary information. If there is any conflict between the terms of the NDA and this Agreement, the terms of the NDA will prevail to the extent of the inconsistency. If the NDA expires prior to the expiration or termination of this Agreement, the NDA is hereby deemed renewed and extended until the expiration or termination of this Agreement. If the Parties have not entered into such an NDA, the Parties agree that the remainder of this Section will apply. All non-public, confidential, or proprietary information of or relating to ORBIS or ORBIS' direct or indirect affiliates, customers, and suppliers, disclosed by or on behalf of ORBIS, whether disclosed orally, visually, or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," is deemed "***Confidential Information***." Vendor shall use Confidential Information solely in connection with performing under this Agreement, shall protect Confidential Information with at least the same degree as Vendor's own confidential information (but in no event with less than a reasonable degree of care), and shall not copy any Confidential Information unless authorized by ORBIS in writing. Vendor shall not disclose Confidential Information except: (a) as legally required (and then only to the minimum extent legally required); or (b) to Vendor's employees who are bound by obligations of confidentiality with respect to such Confidential Information at least as stringent as those set forth herein and who have a need to know such Confidential Information for the purpose of fulfilling Vendor's obligations under this Agreement. Vendor shall be responsible for any breach of the confidentiality and non-use obligations set forth herein by such employees. Vendor shall return to ORBIS, or destroy, with such destruction certified in writing to ORBIS, within five (5) days of the earlier of a request from ORBIS or the expiration or termination of this Agreement, all Confidential Information, and all written materials and copies thereof, including materials stored in electronic media, containing, incorporating, or otherwise based upon, in whole or in part, Confidential Information. This Section will survive the expiration or termination of this Agreement for any reason. In the event of any breach or threatened breach of this Section, ORBIS shall be entitled, in addition to any other remedies and damages, to injunctive relief without the necessity of paying bond and without being required to prove the existence, amount, or insufficiency of damages. This Section does not apply to information that Vendor can prove was lawfully obtained by Vendor without restriction on a non-confidential basis from a third party

12. **Termination**. Time is of the essence with respect to all of Vendor's obligations hereunder. ORBIS may, in addition to all other remedies available to it, cancel the SOW and/or this Agreement, in whole or in part, without liability, if performance is not made at the times and in the manners specified in the SOW, or in the event of any other breach or failure of any other of these terms of this Agreement, or upon any actual or alleged insolvency of Vendor or the commencement of any related reorganization or other proceeding. Acceptance of any of the Services before or after the specified performance deadline will not operate as a waiver of any of ORBIS' rights, including its rights to damages for such early or late performance. ORBIS may terminate the SOW and/or this Agreement in whole or in part, at any time and from time to time, and for any reason or no reason, without liability, by notice to Vendor. When Vendor receives such notice, Vendor shall take any necessary action to protect the property in Vendor's possession in which ORBIS has or may acquire an interest, and to the extent specified in the notice, stop work and the placement of subcontracts under this Agreement and terminate work under subcontracts outstanding hereunder. Any claim by Vendor relating in any way to the SOW must be submitted to ORBIS within

fifteen (15) days after the completion or the effective date of the termination of such SOW. ORBIS reserves the right to accept or reject any such claim in whole or in part. Notwithstanding anything to the contrary contained in this Agreement, ORBIS shall not be liable under any circumstances for any general, special, indirect, incidental, consequential, or punitive damages, or for any attorneys' fees, arising out of or relating to this Agreement.

13. **Transition Assistance; Survival.** Following the expiration or termination of this Agreement for any reason, Vendor shall provide ORBIS with such transition assistance services as may be reasonably requested by ORBIS, on an "at-cost" basis. The Parties' rights and obligations that by their nature should continue beyond the expiration or termination of this Agreement, including, but not limited to, those regarding indemnification, insurance, compliance with laws, warranties, confidentiality, and non-solicitation of employees will survive any termination or expiration of this Agreement.

14. **Non-Exclusivity.** Nothing in this Agreement will be deemed to require ORBIS to purchase the Services exclusively from Vendor. ORBIS has the absolute right to purchase goods and services from sources other than Vendor.

15. **Goods.** All sales of any materials, goods, equipment, or other tangible personal property by Vendor to ORBIS will be governed exclusively by ORBIS' Terms and Conditions of Purchase located at <https://www.orbiscorporation.com/tandcpurchase> (as the same may be amended from time to time, the "***Product Purchase Terms***"), which are incorporated herein by this reference. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the Product Purchase Terms, the terms of this Agreement will prevail.

16. **Warranty.** In addition to all warranties prescribed by law, Vendor specifically represents, warrants, and guarantees that: (a) all Services will conform strictly to their descriptions (whether oral or written, including, without limitation, on Vendor's website and on any proposal or quotation), drawings, and any applicable specifications, including, without limitation, those set forth in the SOW; (b) all Services will be fit for the purposes for which they are provided; (c) each of Vendor's employees, agents, or representatives assigned to provide the Services under this Agreement will have the proper skill, training, and background so as to be able to perform such Services in a competent, workmanlike, and professional manner; (d) all Services will be performed in a competent, workmanlike, and professional manner, in accordance with all applicable best practices and best industry standards for similar services, and Vendor shall devote adequate resources to meet its obligations under this Agreement; (e) the Services and all aspects of the performance thereof will comply with all applicable federal, state, and local laws, regulations or orders; and (f) the Services and ORBIS' use thereof does not and will not infringe or misappropriate or contribute to the infringement or misappropriation of any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights. In addition to the foregoing, Vendor hereby assigns to ORBIS, and covenants to fully cooperate with ORBIS in enforcing, all rights and warranties provided by any third-party manufacturer of any goods or parts which are provided to ORBIS in connection with the Services. All warranties, including warranties prescribed by law, will run to ORBIS, its successors, assigns, and customers, and to users and beneficiaries of the Services.

17. **Indemnification.** Vendor shall indemnify, defend, and hold ORBIS, its direct and indirect parent and subsidiary entities and other affiliates, and its and their respective directors, officers, employees, representatives, agents, direct and indirect customers and product users, and each of the foregoing's respective successors and assigns, harmless from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses, of any kind whatsoever, including all attorneys' fees, arising from or relating to, or alleged to arise from or relate to: (a) any defect in any of the Services; (b) any failure to comply with specifications in the SOW or with the express and implied

warranties of Vendor, or any of the terms of this Agreement; (c) ORBIS' enforcement of any provision of this Agreement; (d) any act or omission of Vendor, its affiliates, or its or their respective directors, officers, employees, representatives, and/or agents (collectively, the "**Vendor Parties**") related to the provision, sale, or use of any of the Services; (e) any violation by any of the Vendor Parties or by any of the Services or deliverables, or in their provision or sale, of any law, statute, ordinance, or administrative order, rule, or regulation; or (f) any infringement by any of the Services or deliverable of any patent, trademark or other trade designation, trade secret, copyright, or other intellectual property right (other than infringement caused solely by specifications provided by ORBIS). Vendor shall pay ORBIS any collection fees and all attorneys' fees incurred by ORBIS in enforcing this Agreement or defending against any claim for breach of this Agreement. ORBIS explicitly reserves its right to a jury trial, as well as its rights to all remedies available to it under applicable law, including, without limitation, all rights to indirect, incidental, consequential, punitive, exemplary, and special damages.

18. **Intellectual Property Ownership.** All ideas, concepts, designs, original works of authorship, reports, graphics, and all other work and material created, prepared, or acquired by Vendor and its personnel and agents for the project contracted by ORBIS and provided to ORBIS in the performance of Vendor's obligations hereunder (collectively, "**Work**") will be a "Work Made for Hire" and automatically become the exclusive property of ORBIS upon creation, preparation, or acquisition. Vendor shall assign any copyright to all Work and all rights incident thereto to ORBIS. ORBIS may use all Work free from any claim by Vendor thereafter, without obligation to pay Vendor compensation other than that which Vendor is already entitled to receive hereunder. Vendor shall execute, acknowledge, and deliver to ORBIS any assignment or other documents which may be reasonably requested by ORBIS and which Vendor has a right to do in order to confirm such ownership in ORBIS. To the extent that any developments, discoveries, inventions, or improvements arise from this Agreement ("**Developments**"), Vendor shall disclose all such Developments promptly to ORBIS. To the extent that Vendor has any ownership rights in such Developments, Vendor shall immediately assign all such rights to ORBIS. Vendor shall furnish any reasonable assistance ORBIS requests in order to file and prosecute any patent application or otherwise pursue or protect ORBIS' rights to the Work or the Developments. In addition, Vendor shall assist ORBIS in the enforcement of ORBIS' right in the Work and/or Developments.

19. **Intellectual Property License.** To the extent not Work or Developments, Vendor agrees to and hereby does grant to ORBIS a worldwide, irrevocable, non-exclusive, fully-paid-up, fully-transferable, royalty-free license to make, have made, repair, have repaired, use, and sell any invention, improvement, or discovery (whether or not patentable) that Vendor conceives, develops, or first actually reduces to practice in the course of performing the SOW. Vendor agrees to and hereby does grant to ORBIS: (a) a worldwide, irrevocable, non-exclusive, fully-paid-up, fully-transferable, royalty-free license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, any copyrighted or copyrightable material ordered as the Services, or incorporated in or supplied as a supplement with any of the Services; and (b) the right to reproduce, use, and disclose for any purpose, all or any part of the reports, drawings, blueprints, data, and technical information delivered or specified to be delivered to ORBIS.

20. **Setoff.** ORBIS may set off any amount due from Vendor, whether or not under the SOW or this Agreement, against any amount due Vendor hereunder.

21. **Solicitation of Personnel.** For so long as there is any SOW in effect between ORBIS and Vendor and for twelve (12) months thereafter, Vendor agrees that it shall not solicit for employment any employee or contractor of ORBIS. Vendor agrees that the duration, scope, and geographical area of the restrictions contained in this Section are reasonable. Upon a determination that any term or provision of this Section is invalid, illegal, or unenforceable, the court may modify this Section to substitute the

maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the Parties.

22. **Insurance.** During the term of the SOW and for two (2) years thereafter, Vendor shall, at its own expense, procure, maintain, and carry in full force and effect, the insurance coverage in the forms and amounts set forth on Exhibit A, attached hereto and incorporated herein by this reference. If Vendor fails to maintain the insurance required herein, ORBIS may, in its sole discretion, purchase such insurance on Vendor's behalf and charge back the cost thereof to Vendor, with a reasonable markup.

23. **Independent Contractors.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement may be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Vendor at all times is and shall conduct itself as an independent contractor in the performance of the Services hereunder. Vendor shall have no right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of ORBIS, or any of ORBIS' parents, subsidiaries, affiliates, successors, or assigns. Vendor shall be responsible for payment of all taxes, including, but not limited to, federal, state, and local taxes arising out of Vendor's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required by law or otherwise. Vendor shall be solely responsible for paying its personnel's entire compensation earned in connection with the Services, including, but not limited to, any and all related taxes, expenses, holidays, sick time, vacations, and benefits, and Vendor shall indemnify and hold ORBIS harmless against any claims by any of such personnel for wages or other benefits from ORBIS with respect to the Services. At all times during this Agreement, Vendor shall cause all of its personnel assigned to perform the Services to clearly identify themselves as personnel of Vendor and not employees of ORBIS. This will include any and all communications, oral, written, or electronic. Each of the personnel must present valid identification indicating that he or she is a guest, not an employee, of ORBIS. It is the responsibility of Vendor and the personnel of Vendor to avoid any confusion regarding whether the personnel are employees of ORBIS

24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement

25. **Notices.** Any notice relating to this Agreement must be in writing and sent to the other Party at the address given in this Agreement by personal delivery, certified mail (return receipt requested), or nationally recognized overnight courier services. Notices are effective upon receipt or refusal thereof. A Party may change its notice address by giving notice of the same pursuant to this Section. Notwithstanding the foregoing, ORBIS may deliver notices to Vendor by email to any email address used by an employee of Vendor in communicating with ORBIS, and such notice will be deemed given when sent to such email address.

26. **Assignment.** Vendor may not assign, whether voluntarily or involuntarily, this Agreement or any of Vendor's rights hereunder nor delegate any of Vendor's obligations hereunder without ORBIS' prior written consent. Any purported assignment or delegation in violation of this Section will be void. ORBIS may assign this Agreement and any of ORBIS' rights hereunder and delegate any of ORBIS' obligations under this Agreement. If ORBIS assigns this Agreement or delegates any obligations under this Agreement (whether in whole or in part), Vendor shall, as relates to such part that was assigned or delegated, release ORBIS from all liability under this Agreement relating thereto and hold the assignee solely responsible for performance of all such assigned or delegated obligations.

27. **Governing Law; Venue.** This Agreement, including, without limitation, its validity, construction, and enforcement, is governed by and interpreted under the laws of the State of Wisconsin, US. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court or a federal court sitting in Waukesha County, Wisconsin. Each Party irrevocably: (a) submits to the exclusive jurisdiction of such courts; (b) waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in such courts; (c) agrees not to bring any legal action relating to this Agreement except in such courts; and (d) agrees that delivery of service of process, summons, notice, or other document in any manner authorized in Section 25 (Notices) will be effective delivery of such service of process, summons, notice, or other document for any suit, action, or other proceeding in any such court.

28. **Amendment; Waiver.** No amendment or modification of any term or condition of this Agreement will be valid or binding upon ORBIS unless approved by ORBIS in a writing hand-signed by an officer of ORBIS. Unless ORBIS expressly indicates otherwise in such hand-signed writing, such modification is effective only in that instance and only for the purpose for which it is made and is not to be construed as a modification on any future occasion or of any future order or agreement. Clerical and stenographic errors are subject to correction by ORBIS. No waiver by ORBIS of any of the terms of this Agreement is effective unless explicitly set forth in a writing hand-signed by an officer of ORBIS. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

29. **Severability.** If any provision of this Agreement is held invalid, prohibited, or unenforceable in any applicable jurisdiction, then, as to such jurisdiction only, that provision will be ineffective, but only to the extent legally required. That treatment will not affect the validity or enforceability of: (a) the remaining provisions of this Agreement; or (b) any provision of this Agreement in any other jurisdiction.

30. **Interpretation.** Any rule of construction that requires any ambiguities to be interpreted against the drafter will not be employed in the interpretation of this Agreement, or any document drafted or delivered in connection with the transactions contemplated by this Agreement. Captions and headings in this Agreement are for convenience only, and will be given no effect in the interpretation of this Agreement.



**EXHIBIT A**  
**Insurance Requirements**

Coverage	Limits of Liability
<p>“<u>Commercial General Liability</u>,” including:</p> <ul style="list-style-type: none"> <li>a. Contractual Liability</li> <li>b. Personal Injury and Advertising Injury</li> <li>c. Product Liability and Completed Operations</li> <li>d. Bodily Injury and Property Damage</li> </ul>	<p>\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate</p>
<p>“<u>Business Automobile Liability</u>,” including auto liability coverage for all owned, non-owned, and hired automobiles and vehicles owned or borrowed by employees and contingent workers while used in the course of their employment.</p>	<p>\$1,000,000 Each Occurrence for both Bodily Injury and Property Damage</p>
<p>“<u>Workers’ Compensation</u>,” including coverage for all costs, benefits, and liabilities under workers’ compensation and similar laws that may accrue in favor of any person employed by Vendor, in all states where Vendor performs the Services.</p>	<p>Statutory Limit</p>
<p>“<u>Employers’ Liability</u>”</p>	<p>\$500,000 Each Occurrence \$500,000 Disease Policy Limit \$500,000 Disease Each Employee</p>
<p>“<u>Excess Liability Coverage</u>”</p>	<p>\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate</p>
<p>“<u>Professional Liability/Errors and Omissions</u>” with a retroactive date no later than the date the Services commenced and coverage to continue for a period of not less than two (2) years after all Services are completed. The foregoing is required only if Vendor is providing design and/or engineering or other professional or consulting services.</p>	<p>\$5,000,000 Each Claim \$5,000,000 Annual Aggregate</p>
<p>“<u>Crime Coverage</u>,” including theft of ORBIS’ property and money. The foregoing is required only if Vendor is: (a) performing the Services on ORBIS’ premises and such Services are performed without ORBIS’ supervision or ORBIS personnel onsite; or (b) granted access to ORBIS’ IT systems.</p>	<p>\$1,000,000 Each Loss</p>
<p>“<u>Contractors’ Pollution Legal Liability</u>.” The foregoing is required only if the applicable SOW includes Services at, or the provision of Hazardous Materials to, an ORBIS facility.</p>	<p>\$1,000,000 Each Accident \$1,000,000 Annual Aggregate</p>

<p>“Hazardous Materials” means any substances regulated as contaminants, or as threats or potential threats to human health or the safety of the environment, by any federal, state, provincial, or local laws, regulations, ordinances, orders, or other pronouncements now in effect or as hereafter amended that have the force or effect of law, relating to human health or safety and to the protection, preservation, or remediation of the environment.</p>	
<p>“<u>Cyber Liability</u>,” including privacy and network security coverage providing protection against liability for: (a) system attacks; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) the loss or disclosure of data. The foregoing is required only if Vendor is: (i) granted access to ORBIS’ IT systems; and/or (ii) performing any operation or set of operations (e.g., accessing, storing, adapting, altering, processing, retrieving, using, disclosing, transmitting, or destroying) on confidential, proprietary, or sensitive data of ORBIS (including personally identifiable information).</p>	<p>\$5,000,000 Each Claim \$5,000,000 Annual Aggregate</p>

The following provisions apply to the required insurance coverage set forth above:

- (a) Vendor shall purchase the required insurance coverage from companies having a rating of A VII or better in the current Best’s Insurance Reports published by AM Best Company, Inc.
- (b) Vendor shall provide ORBIS with thirty (30) days’ advance written notice of any material change in or the cancellation of any policy.
- (c) Vendor shall cause ORBIS, its affiliates, and its and their respective directors, officers, employees, agents, contractors, successors, and assigns to be named as additional insureds on Vendor’s Commercial General Liability and Business Automobile Liability policies, including a separation of insureds provision or an endorsement for cross-liability coverage.
- (d) To the extent permitted by law, Vendor shall cause each of its policies of insurance to waive any right of subrogation on the part of the insurer against ORBIS, its affiliates, and its and their respective directors, officers, employees, agents, contractors, successors, and assigns.
- (e) Vendor shall cause Vendor’s Excess Liability Coverage policy to be written on a follow-form basis over the underlying policies.
- (f) The insurance maintained by Vendor will be primary to, and without any right of contribution from, any other insurance that may be available to ORBIS.
- (g) Vendor shall be solely responsible for any deductible or self-insurance retentions.

- (h) Vendor shall submit certificates of insurance for the insurance coverage required above to ORBIS prior to the provision of any of the Services and at each insurance policy renewal thereafter, and at any other times requested by ORBIS.
- (i) The existence of Vendor's insurance policies, or ORBIS' approval thereof, does not relieve or limit any of Vendor's other obligations under this Agreement.