1. Definitions:
   a) “Agreement” means these Exact Software Purchase Order Terms & Conditions, which in connection with a valid purchase order issued to Seller constitutes a binding contract that governs Purchaser’s agreement to buy certain Goods or Services specified on a purchase order issued by the Exact Software legal entity listed on a purchase order (“Purchaser”) referencing this Agreement.
   b) “Deliverables” means any tangible materials, content, sales leads, marketing or advertising materials, software integrations or customizations, technical data, intellectual property, drawings, documentation, or any other items identified and/or listed in this purchase order or described in an attached Statement of Work (“SOW”), any of which are provided for Purchaser’s internal use or integration into Purchaser’s commercial offerings for sale or resale.
   c) “Delivery Date” means the date or dates specified in the Purchase Order or any SOW, by which time the Seller is required to deliver Goods to Purchaser, or provide Services and any Deliverables to Purchaser.
   d) “Goods” means any tangible products or physical goods – including wholly assembled materials ready for Purchaser’s consumption and use, or component parts or materials provided for Purchaser use or integration into its commercial offerings – as specified on any purchase order to be delivered or otherwise made available to Purchaser on or before the Delivery Date.
   e) “Troubleshooting Code” means any software program, code, API, or component that is designed to: (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.
   f) “Intellectual Property Rights” means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) service marks, trademark rights, and similar rights; (iii) trade secrets; (iv) patents, designs, algorithms, utility models, and other industrial property rights, together with all improvements thereto; (v) all other intellectual property rights of every kind and nature throughout the world and otherwise designated, whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
   g) “Purchaser Personnel” means Purchaser’s employees, consultants, agents, independent contractors and subcontractors.
   h) “Seller” means Seller’s employees, consultants, agents, independent contractors and subcontractors.
   i) “Services” means personal or professional services, consulting services, implementation or installation assistance, or any other type of intangible services that Seller agrees to perform for Purchaser, as specified on a purchase order.
   j) “Software” means any software, object code, application programs, components, or computer-operating programs provided by Seller in connection with any Goods or Services (including any Deliverables) under this purchase order.
   k) “Statement of Work” or “SOW” means any document specifying, without limitation, the scope, objective, time period, project road map, and Deliverables of any work that Seller will perform for Purchaser.

2. Acceptance of Purchase Order. The purchase order represents Purchaser’s offer to Seller to purchase the Goods, Services, or any Deliverables identified on a purchase order, which in combination with this Agreement constitutes a binding contract under the terms and conditions stated on the purchase order and herein upon any expression of acceptance by Seller, or commencement of performance, whichever occurs first. In the event that Seller and Purchaser have entered into a separate, signed, master agreement with additional or conflicting terms and conditions, that master agreement will supersede and take precedence over any conflicting terms and conditions in this Agreement; provided, however, upon any expression of acceptance any additional or supplemental terms in this Agreement (not directly conflicting with a signed master agreement) will be binding on Seller, and are enforceable as a separate agreement that will modify and supplement any signed master agreement. Any terms and conditions proposed by Seller in acknowledging or accepting Purchaser’s offer that are different from or in addition to the terms set forth in this purchase order or a signed master agreement shall be subject to and governed by the terms and conditions of this Agreement.

3. Data. Seller acknowledges that it currently has in its possession, or if necessary will request from Purchaser, all applicable specifications, drawings, documents, or requirements (including, without limitation, any project based SOW) necessary for

4. Packing and Shipping. All deliveries of Goods and Deliverables shall be made as specified on the purchase order or SOW, without additional charge for packaging or storage unless otherwise agreed in writing by Purchaser. Seller shall use the delivery method requested by Purchaser, and the least expensive common method of delivery adequate to meet the specified Delivery Date if no delivery method is requested. Purchaser’s PO number must be plainly marked on all packages, bills of lading, and shipping orders. Risk of loss or damage of Goods or Deliverables in transit shall be borne and retained solely by Seller until delivery is made at the location specified on the purchase order. Unless otherwise specified, time is considered to be of the essence, and delivery according to the schedule is a material term of Purchaser’s agreement.

5. Taxes, Duties, Shipping and Delivery Charges. The prices stated in this purchase order include all applicable taxes, duties, shipping and delivery charges, import or export fees, or other charges, except state and local sales and use taxes, value added taxes, or goods and services taxes (“Transaction Taxes”) that by statute may be passed on to Purchaser. Transaction Taxes shall be separately itemized in Seller’s invoice.

6. Payment Terms and Prices. Unless different payment terms are expressly stated on the purchase order, payment terms shall be net forty-five (45) days from the later of: a) the Delivery Date; b) the date of Purchaser’s acceptance of the Goods, Services, or Deliverables; or c) Purchaser’s receipt of Seller’s correctly presented invoice. A “correctly presented invoice” will contain the purchase order number sent to the billing address specified on the purchase order. The default currency for payment will be U.S. dollars (USD), or in the currency of the country in which the Purchaser entity or affiliate identified in a purchase order is located, if the purchase order involves an Exact Software entity outside of the United States of America. Seller represents and warrants that prices quoted to or charged to Purchaser shall not exceed current prices charged to any other customer of Seller for Goods, Services, or Deliverables that are the same, or substantially similar, in type and quantity. Seller shall refund, or Purchaser may set off against any other Seller invoices, any amounts paid by Purchaser in excess of such price(s).

7. Seller's Right to Set Off. Seller shall have the right to set off any amount owing from Seller to Purchaser (or any of Purchaser’s affiliates and subsidiaries) against any amount payable at any time by Purchaser (or any of its affiliates and subsidiaries) to Seller, including but not limited to amounts owed by Seller for credits, refunds, returns, or other charges, fees, or expenses that Seller is obligated to pay.

8. Warranty. Seller warrants that: (i) it has the full power and legal authority to enter into the purchase order and to perform its obligations under the Purchase Order; (ii) it has the right and unrestricted ability to transfer and assign all Intellectual Property Rights in any Deliverables to Purchaser, including, without limitation, the right to transfer and assign any Intellectual Property Rights arising from work performed by Seller Personnel; (iii) the Goods, Services, and any Deliverables provided to Purchaser do not, and will not, infringe upon any third party’s Intellectual Property Rights, right of publicity or privacy, or any other proprietary or property rights, whether contractual, statutory, or common law; (iv) Seller will not disclose to Purchaser, bring onto Purchaser’s premises, or induce Purchaser to use any confidential or proprietary information that belongs to anyone other than Purchaser or Seller unless such information is covered by a non-disclosure agreement or other agreement including confidentiality protections permitting such disclosure by Seller to Purchaser; (v) any Software supplied by Seller will not contain any Harmful Code; (vi) Seller’s performance conforms in all material respects to Purchaser’s specifications, Seller’s quotation or proposal, and Seller’s brochures or other advertising material, and if not binding upon Purchaser’s premises, or if not referenced in any of this Agreement, then the Goods or Services provided by Seller will be suitable for Purchaser’s intended use; (vii) Seller will not use, transmit, or disclose any Personal Data that is handled or processed by Seller for or on behalf of Purchaser, except to the extent necessary to perform under this
Purchaser, and Seller will comply at all times with all laws and regulations applicable to it as a provider of any Services that involve, or may involve, the handling of Personal Data; (viii) only to the extent that Seller actually processes Personal Data it will: (a) implement and maintain appropriate technical and organizational measures and other protections for handling Personal Data including, without limitation, not loading any Personal Data provided to Seller on any laptop computers or portable storage media that can be removed from Seller’s premises unless such Personal Data has been encrypted and is stored or transmitted solely as necessary for Seller to perform Services under this Agreement; (b) report to Purchaser any loss or breach of security of Personal Data promptly after discovery (“Security Incident”) and in no event later than is required under any/all privacy & data security laws and regulations in any jurisdiction where Seller provides Goods, Services or Deliverables to Purchaser; (c) cooperate fully with Purchaser in investigating any Security Incidents; (d) cooperate fully with Purchaser’s requests for access to, correction of, and destruction of Personal Data in Seller’s possession; (e) comply with all instructions or other requirements regarding the provision or issued by Purchaser from time to time relating to Personal Data; and (f) permit Purchaser and/or its duly authorized representatives, upon reasonable prior notice, to inspect and audit Seller’s business premises and computer systems to enable Purchaser to verify that Seller is in full compliance with its data processing obligations under this Purchase Order and all applicable laws and regulations; (g) collect all consent necessary to transmit, process, or store any Personal Data; (h) on Purchaser’s behalf in performing this Purchase Order, transfer Personal Data across any country border unless it is strictly necessary and unavoidable for the proper performance of any Services, and Seller first provides notice to Purchaser prior to allowing any cross-border transfer; (i) upon Purchaser’s request, Seller shall enter into such other arrangements with Purchaser as Purchaser considers reasonable or appropriate (e.g., adoption of EU Model Clauses, or implementation of protocols under the Privacy Shield framework), in order to ensure that Seller’s ability to transfer Personal Data to Purchaser will not provide Purchaser with Personal Data of any third party or Seller Personnel unless necessary to perform the Services; (xii) Seller will record all consents required for handling Personal Data in fulfilling any legitimate purpose in performance of Services hereunder; (xiii) all Goods, Services, or Deliverables will conform to applicable specifications, drawings, descriptions, and samples, and will be of good workmanship and materials and free from defect, claim, encumbrance or lien, and will be suitable for the purposes for which they were bought and for the cross-border transfer and assign to Purchaser (as the ultimate buyer) all original equipment manufacturer warranties for any Goods supplied to Purchaser; (xiv) all Services will be performed in a professional and workmanlike manner, consistent with prevailing industry standards. If any Goods, Services, or Deliverables provided under a purchase order do not meet the warranties specified herein, Purchaser may, at its option, return to Seller (at Seller’s expense) the defective or nonconforming items for credit, refund, or set-off, or require Seller to correct or replace at no cost to Purchaser, any defective or nonconforming items, including, without limitation, re-performing any Services and providing new Deliverables for any deficient performance. Return shipping to Purchaser of corrected or replacement Goods, Services, or Deliverables shall be at Seller’s expense. Any Goods or Deliverables required to be fixed or replaced (including, without limitation, the re-performance of any Services) shall be subject to the warranty provisions in this section, and Purchaser will retain all rights of inspection, in the same manner, to Goods or materials while in its possession or in transit, and shall inspect its risk with adequate commercial general liability insurance; (b) at Purchaser’s election, credit or refund all fees paid or payable by Purchaser, or re-perform at no additional cost, any Services that are delivered in a manner that fails to comply with Seller’s warranty obligations herein. All Deliverables and any other materials provided in connection with any Services provided by Seller shall be the sole and exclusive property of Purchaser; and (c) at Seller’s expense, and in no event later than is required under any/all privacy & data security laws and regulations in any jurisdiction where Seller provides Goods, Services or Deliverables to Purchaser, including, without limitation, reasonable legal fees and costs) arising out of or resulting from any deficiency in delivery of Goods, Services, or any Deliverables, or from any act or omission of Seller, or Seller Personnel in connection therewith.

Purchaser reserves the right to inspect and test all Goods or Deliverables as a condition of Purchaser’s acceptance, regardless of the time, place, or standard of performance. Purchaser’s acceptance shall constitute Purchaser’s final acceptance of any Goods or Deliverables found to be defective or deficient in any material respect due to any flaw, defect, or latent deficiency that was not reasonably apparent to Purchaser at the time of delivery. Delivery Date or inspection. Purchaser expressly reserves the right to exercise any remedies available to it, at law or in equity, for incomplete, deficient, or defective Goods or Services, including, the right to rescind its acceptance, or to require Seller to cure any defect or deficiency in a commercially reasonable time, or to require Seller to re-perform deficient Services at no additional cost to Purchaser. Any rejected Goods or Deliverables may be returned to Seller or held by Purchaser, both at Seller’s risk and expense, subject to Seller’s disposal instructions.

9. Inspection. Purchaser reserves the right to inspect and test all Goods or Deliverables as a condition of Purchaser’s acceptance, regardless of the time, place, or standard of performance. Purchaser’s payment shall constitute Purchaser’s final acceptance of any Goods or Deliverables found to be defective or deficient in any material respect due to any flaw, defect, or latent deficiency that was not reasonably apparent to Purchaser at the time of the purchase order, or disclose any materials intended for use in connection with this purchase order, without Purchaser’s prior written consent. Any knowledge or information which Seller may disclose to Purchaser in connection with the purchase of any Goods or Deliverables, or perform the Services, strictly within the time specified in this purchase order, or if no time is specified, within a reasonable time; (b) if the Goods, Services, or Deliverables do not conform to the purchase order or if Seller fails to perform any of its material obligations hereunder, or so fails to make progress as to endanger performance of Seller’s obligations as specified in a purchase order; or (c) if Seller’s financial condition, in Purchaser’s sole judgment, shall at any time become unsatisfactory for Purchaser to pay for any of the Goods or Deliverables. Purchaser shall not be liable to Seller for any amount in the event of a cancellation as permitted hereunder. Purchaser is entitled to pursue any remedies available at law or in equity, and Seller shall be liable to Purchaser for any direct or proximate damages suffered by Purchaser due to Seller’s default. Upon request, Seller shall cooperate and assist Purchaser with any transition to an alternative third party seller of the Goods, Services or Deliverables.

10. Default. Purchaser may, by written notice to Seller, cancel this purchase order or any performance hereunder for default: (a) if Seller fails to material risk the Goods or Deliverables, or perform the Services, or any defective or deficient in any material respect, nor limit Seller’s liability in connection with any of the Goods or Deliverables; (b) if Seller fails to perform any of its material obligations hereunder, or so fails to make progress as to endanger performance of Seller’s obligations as specified in a purchase order; or (c) if Seller’s financial condition, in Purchaser’s sole judgment, shall at any time become unsatisfactory for Purchaser to pay for any of the Goods or Deliverables. Purchaser shall not be liable to Seller for any amount in the event of a cancellation as permitted hereunder. Purchaser is entitled to pursue any remedies available at law or in equity, and Seller shall be liable to Purchaser for any direct or proximate damages suffered by Purchaser due to Seller’s default. Upon request, Seller shall cooperate and assist Purchaser with any transition to an alternative third party seller of the Goods, Services or Deliverables.

11. Change Orders. Purchaser and Seller agree to enter into Change Orders as may be signed by authorized representatives of the parties. All Change Orders shall be in writing and signed by authorized representatives of both parties. Seller agrees to notify Purchaser of any Change Order in writing, and in no event shall the terms of this purchase order, together with any drawings, specifications or other descriptions, the time, method or place of delivery or any other terms, be deemed to be modified by the execution of a Change Order.

12. Data Protection. Seller agrees that it will: (a) comply with all instructions or other requirements of Purchaser to the right of warranty, or change the terms of this purchase order, together with any drawings, specifications or other descriptions, the time, method or place of delivery or the method of shipment or packaging, or to suspend delivery of any Goods or Services ordered under this purchase order. Upon receipt of such notice, Seller shall promptly make such changes. If any requested change causes a material change in the scope of Seller’s performance, or results in a material change in the cost or time required for performance under the purchase order, Seller shall promptly notify Purchaser of the proposed Change Order and, upon Purchaser’s written acceptance, such Change Order shall be adopted to modify and amend this purchase order. Seller shall not substitute, replace or supplement any Goods or Services ordered under this purchase order, or change the specifications related to any Goods or Services, without first notifying Purchaser in writing and receiving Purchaser’s written consent via a Change Order.

13. Intellectual Property and Proprietary Rights. Seller shall, at its expense, indemnify, defend, and hold harmless Purchaser, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users, from any and all losses, damages, or liability (including, without limitation, reasonable legal fees and costs) for or resulting from any infringement of any existing or future copyrights, patents, trademarks, misappropriation of any trade secrets, or violation of any other intellectual property or industrial rights with respect to any of the Goods or Deliverables. The fact that Purchaser furnishes specifications to Seller with respect to any of the Deliverables shall neither relieve the Seller from its obligations hereunder, nor limit Seller’s liability in connection with this section, nor constitute an undertaking by Purchaser to hold Seller harmless against any infringement claim that arises out of compliance with the specifications.

14. Confidential Information. Seller shall not disclose to any third party or use any confidential information, data or other materials received from Purchaser in connection with the purchase order, or disclose any materials intended for use in connection with this purchase order, without Purchaser’s prior written consent. Any knowledge or information which Seller may disclose to Purchaser in connection with the purchase of any Goods or Deliverables, or perform the Services, strictly within the time specified in this purchase order, or if no time is specified, within a reasonable time; (b) if the Goods, Services, or Deliverables do not conform to the purchase order or if Seller fails to perform any of its material obligations hereunder, or so fails to make progress as to endanger performance of Seller’s obligations as specified in a purchase order; or (c) if Seller’s financial condition, in Purchaser’s sole judgment, shall at any time become unsatisfactory for Purchaser to pay for any of the Goods or Deliverables. Purchaser shall not be liable to Seller for any amount in the event of a cancellation as permitted hereunder. Purchaser is entitled to pursue any remedies available at law or in equity, and Seller shall be liable to Purchaser for any direct or proximate damages suffered by Purchaser due to Seller’s default. Upon request, Seller shall cooperate and assist Purchaser with any transition to an alternative third party seller of the Goods, Services or Deliverables.
Deliverables shall not be deemed to be confidential information—unless Purchaser otherwise specifically agrees in writing—and Purchaser’s receipt of such information shall be free from any restrictions on use and transmission.

15. Termination. Purchaser, at its option, may terminate this purchase order for convenience, in whole or in part, by providing Seller with five (5) days advance written notice. Purchaser will pay Seller for all Goods or Services rendered or performed and accepted through the effective date of any termination; and thereafter Purchaser will have no further payment obligation in connection with any terminated purchase order. In addition, either party may terminate a purchase order, any SOW hereunder, or both, with immediate effect upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either party makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, formal proceedings under any bankruptcy, insolvency or debtor’s relief law, if such proceedings are not dismissed within 60 days; or (iv) either party files a voluntary dissolution or is liquidating, dissolving or ceasing to do business in the ordinary course.

16. Compliance with Law. Each party shall comply with all applicable laws and regulations, including without limitation, U.S. government Export Administration Regulations, civil, criminal, and administrative laws and regulations, and all applicable privacy and data protection laws and regulations.

17. Delays. In the event an actual or potential labor dispute or other force majeure event beyond the reasonable control and without the fault or negligence of either party delays or threatens timely performance of the respective party’s obligations, the party shall promptly give notice of delay and reasons therefore. Each party shall take all reasonable steps to avoid or remove the cause of any delay, and mitigate the harm of such delay and resume performance if suspended as soon as the cause of delay is removed. In the event either party’s performance is delayed, or is expected to be delayed, by more than five (5) business days, upon written notice the other party may terminate this purchase order for its convenience.

18. Assignment and Subcontract. Neither party shall assign or subcontract under this purchase order nor any rights or obligations under this Agreement may be delegated, assigned, or subcontracted by Seller without Purchaser’s prior written consent. Any assignment not made in accordance with these terms and conditions is void. Purchaser may assign this Agreement and any Purchase Order hereunder at its discretion on the condition that any successor-in-interest following an assignment of this Agreement and any purchase order hereunder agrees to continue to be bound by this Agreement.

19. Advertising. Without the prior written consent of Purchaser, Seller may advertise or publish the fact that Seller has contracted with Purchaser to furnish Goods or Services, or use any Purchaser names, brands, or logos.

20. Personal Injury and Property Damage Indemnification. Seller agrees at its expense to indemnify, defend, and hold harmless Purchaser, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users from any and all loss, claims and liability, including, without limitation, reasonable legal fees and costs, for death, injury or disability of any person, or damage to or destruction of any property interest (including, without limitation, the loss of use of any property or the presence of hazardous substances at any property) caused by or resulting from the acts or omissions of Seller or Seller Personnel in connection with the performance of this purchase order. During its performance, Seller shall maintain in full force and effect, at its sole cost and expense, sufficient insurance coverage as more fully described in Section 21 of this Agreement, to cover personal injury and property damage losses caused by or resulting from the acts or omissions of Seller or Seller Personnel.

21. Insurance Requirements. During its performance of any purchase order, Seller shall maintain in full force and effect, at its sole cost and expense, commercial general liability insurance (CGL) coverage of at least $1 million for covered losses in connection with any activities performed under this purchase order. In addition, if any Seller Personnel are assigned to deliver professional consulting services as part of the Services provided to any Purchaser client or customer on Purchaser’s behalf (including the performance of any consulting work, or provision of any content or Deliverables to be incorporated into any of Purchaser’s commercial software products, or as a part of Purchaser’s delivery of consulting services to any Purchaser client or customer), then Seller will be required to secure and keep in full force an “Errors and Omissions” insurance policy from an insurance company of established reputation and an A.M. Best issuer rating of at least “A” covering the Services to be provided in an amount of at least $2,000,000 per occurrence. Upon written request, Seller will provide Purchaser with a certificate naming Purchaser as an “additional insured” under Seller’s CGL and E&O policy/policies. All policies shall provide that coverage may not be materially changed, canceled, or non-renewed without thirty (30) days’ prior written notice to Purchaser. The insurance requirements set forth herein are not intended, and shall not be construed, to modify, limit or reduce any of Seller’s indemnification obligations to Purchaser, or to limit Seller’s liability under this Agreement in any manner.

22. Indemnation Obligations. In the event of any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the “Indemnifying Party”) may be obligated to defend, indemnify and hold the other party (the “Indemnified Party”) harmless, Seller shall defend, indemnify and hold Purchaser harmless from and against any/all Claims as incurred, arising out of, or in connection with: (i) any act or omission of Seller or Seller Personnel in the delivery of any Goods or Deliverables, or performance of any Services; and (ii) any/all third party Claims incurred, arising out of, or in connection with Seller’s gross negligence or willful misconduct in performing its obligations under this Agreement; and (iii) any alleged infringement of a third party’s Intellectual Property Rights, or other proprietary rights as described in Section 13. Purchaser will indemnify and hold Seller harmless from and against any/all third party Claims incurred, arising out of, or in connection with Seller’s gross negligence or willful misconduct by Purchaser or Purchaser Personnel in performing its obligations under this Agreement. Each party will indemnify and hold the other party harmless from and against any and all third party Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party that result in personal injury (including death) or damage to tangible property, or loss or breach of Personal Data.

For all obligations arising under this section, the Indemnifying Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnifying Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnified Party’s behalf. If a third party enjoin against or interfere with Purchaser’s use of any Goods or Deliverables, then Seller will use its best efforts to cooperate or settle. The Seller may either: (i) assign the right to use Goods or Deliverables as necessary to permit Purchaser’s continued use; or, if (i) and (ii) are not commercially reasonable, then (iii) Seller will promptly refund to Purchaser all amounts paid for which a third party enjoins or interferes with Purchaser’s use of the Goods or Deliverables. Nothing in this Section shall limit any other remedy available to either of the parties.

23. Relationship of Parties. Neither this purchase order nor any of the parties hereto are the agents, partners or joint venture of Seller or Purchaser and are independent contractors. Nothing in this purchase order shall be deemed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other party.

24. Waiver. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of its rights hereunder.

25. Entire Agreement. Unless another agreement expressly references and incorporates this Agreement and modifies or replaces any terms or conditions hereunder with new or different terms and conditions, this purchase order and Agreement, together with any Data referenced in Section 3 of this purchase order, constitutes the entire agreement and an exclusive statement of the terms between the parties with respect to the purchase and sale of any Goods, Services, or Deliverables. This Agreement supersedes and replaces all previous negotiations, communications, representations, or agreements between the parties concerning the subject of any purchase order. No alteration, modification or amendment of any of the provisions in this purchase order shall be binding unless in writing and signed by Purchaser’s authorized representative. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

26. Governing Law and Venue. This purchase order shall be governed by the federal laws and regulations of the United States of America, and the laws and regulations of the State of Ohio, without giving effect to any principle of law that would result in the application of the laws of any other jurisdiction. Seller and Purchaser consent to the exclusive jurisdiction of, and venue in, the state and federal courts within Franklin County, Ohio, U.S.A for any disputes hereunder.

27. Survival. Any provision in this Agreement and purchase order that by its nature would reasonably be expected to be performed after the termination of this purchase order shall survive and be enforceable after such termination.

28. Limitation of Liability. In no event shall Purchaser be liable for any consequential, incidental, indirect, special, or punitive damages, even if Purchaser knew or should have known of the possibility of such damages.

29. NON-DISCRIMINATION IN EMPLOYMENT. In accordance with Executive Order 11246, as amended by Executive Order 13175 (Equal Employment Opportunity), 53 USC 2012 (Vietnam Era Veterans Readjustment Assistance Act of 1974), Section 503 of the Rehabilitation Act of 1973 (Handicapped Regulations), and the implementing regulations found at 41 CFR 60-162, 41 CFR 60-250 and 41 CFR 60-741, respectively, are hereby incorporated by reference. Seller agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color or national origin. Seller will take affirmative action to ensure that Equal Employment Opportunity is implemented in employment of Seller Personnel, including promotion, demotion, transfer, recruitment advertising, layoff or termination rates of pay, or other forms of compensation or training, including apprenticeship. All other applicable provisions of the Rules and Regulations of the Office of Federal Contract Compliance are herein incorporated by reference.