

Blank Rome Purchase Order Terms and Conditions

1. Fees & Payments

Blank Rome requires Supplier to promptly invoice for services and/or products rendered, invoices not received within thirty (30) days of completion run the risk of not being paid. To ensure timely payment, invoices must be reviewed by the Purchase Order owner prior to submitting for payment.

Blank Rome shall have the right to withhold approval and payment with respect to any portion of an invoice that it reasonably disputes in good faith. The withholding by Blank Rome of approval and payment of any invoice (or portion thereof) shall be deemed reasonable to the extent that: (1) such invoice charges for services not completed in accordance with the requirements of this Purchase Order (including, by way of example and without limitation, applicable performance specifications); (2) such invoice bills for costs that are not reasonable, or justifiable, or directly related to the performance of the Services; (3) such invoice includes excessive billable-hours relative to the corresponding portion of the Services; (4) third party claims have been filed or reasonable evidence exists indicating the probable filing of such claims for which Supplier would be responsible pursuant to this Purchase Order; (5) Supplier has failed to make payments to subcontractors properly; or (6) such invoice includes erroneously invoiced items. In such circumstances, Blank Rome may require an immediate payment review meeting with Supplier. If, through subsequently discovered evidence or subsequent observations, Blank Rome becomes aware that it could have withheld approval and payment of any amount (but did not), Blank Rome reserves the right to deduct from later invoices or to obtain credit from the Supplier for such amount. Additionally, Blank Rome may withhold all or any portion of a payment due to Supplier in the event (and during the continuation) of Supplier's material breach of this Purchase Order or in the event that Supplier fails to provide documentation or receipts for reimbursable expenses or otherwise comply with the requirements.

- A. Cancellation Fees – Non-refundable expenses and expenses that cannot be reversed or are incurred prior to Termination shall be reimbursed by Blank Rome.
- B. Payment Terms – Payment Terms will be “net 30” days from receipt by Blank Rome of a correct and conforming invoice.

2. Acceptance

Final acceptance of Deliverables shall be provided by Blank Rome only after successful completion of the Deliverables. Final acceptance shall not occur until all phases of implementation have been successfully performed. Upon completion of any Deliverable, Supplier shall provide a copy thereof to Blank Rome for acceptance and approval. At such time, at Blank Rome request, Supplier will demonstrate to Blank Rome that the Deliverable conforms to the description specified for such Deliverable. If the Deliverable does not conform to the description for such Deliverable specified Blank Rome City shall have ten (10) business days after Supplier's submission of the Deliverable (the "Acceptance Period") to give Supplier written notice which shall specify the deficiencies in detail. Supplier shall use best efforts to promptly cure any such deficiencies. After completing such cure, Supplier shall resubmit the Deliverable for Blank Rome review and testing as set forth above. Upon accepting any Deliverable submitted by Supplier, Blank Rome shall provide Supplier with written acceptance of such Deliverable. If Blank Rome fails to provide written notice of any deficiencies within the Acceptance Period, as provided above, such Deliverable shall be deemed accepted at the end of the Acceptance Period.

3. Termination

Blank Rome may terminate this Purchase Order, in whole or in part, without penalty, at any time, for any reason or for no reason, upon five (5) days' written notice. Termination under this Section shall relieve and release each party from any further liabilities and obligations hereunder except any liabilities or obligations that accrued prior to the effective date of such termination.

4. Supplier Expectations & Ethical Business Practice

Blank Rome endeavors to hold itself and its suppliers to the highest performance, ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. In performing its duties under this Purchase Order, Supplier acknowledges the value and importance of performance and ethical behavior in its performance under this Purchase Order. Without limiting any of Supplier's other obligations hereunder, Blank Rome expects that Supplier will abide by the letter and spirit of Blank Rome's Supplier Performance Expectations and Business Partner Code of Conduct, a copy of which is available at www.blankrome.com in its performance of the Purchase Order.

5. Ownership of Intellectual Property/Limitations on Distribution or Use

The ownership of the intellectual property arising out of the work to be performed under this Purchase Order shall be determined as follow:

Supplier shall secure at its own expense all necessary written consents, authorizations, approvals, and releases for use of any and all material generated under this Purchase Order worldwide. Except where material is supplied by Blank Rome or in the public domain, Supplier will obtain such rights with respect to trademarks, copyrights, patents, personal or contractual rights, or other similar rights which may be necessary for the production of the materials by Supplier under this Purchase Order, and shall present such evidence to Blank Rome upon request.

Neither party shall use any intellectual property owned by the other party or its Affiliates without the express written consent of the other party.

6. Publicity

Supplier agrees not to advertise or otherwise make known to others any information regarding this Purchase Order. Supplier further agrees not to use or reference in any advertising, press release, interview, presentation to prospective clients, article, promotional material, websites, or other communication, any Blank Rome company or representative name, endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, or picture without the prior written consent of Blank Rome, which consent may be withheld at Blank Rome's discretion.

7. Data Privacy and Security

- A. "Personal Information" shall mean any information or set of information that identifies, or is used by, or on behalf of, Blank Rome to identify an individual, including without limitation, Blank Rome employees.
- B. Supplier represents and warrants that in the event that Supplier provides Personal Information to Blank Rome, including, without limitation, any individually identifiable health information, Supplier represents and warrants that it has obtained all necessary consents, approvals, and authorizations to provide the Personal Information to Blank Rome, and it is not violating any laws, rules or regulations, or the rights of any individual or entity, by providing such Personal Information to Blank Rome. Upon request by Blank Rome, Supplier shall provide documentation of any applicable consents, approvals, and authorizations. No Personal Information, other than the Personal Information necessary for Supplier to carry out the Services hereunder, shall be provided by Supplier to Blank Rome under this Purchase Order.

8. Compliance with Laws

- A. Supplier shall, and shall cause each of its officers, directors, employees, contractors, temporary workers, subcontractors, agents, and other representatives (collectively, "Representatives") to perform and provide all Services and carry out all other activities hereunder in compliance with all applicable laws, governmental regulations, rules, requirements, ordinances, directives and other requirements of federal, supranational, national, state, provincial and local authorities (individually, a "Law" and, collectively, "Laws"). Supplier acknowledges that it is Blank Rome's intent that all activities hereunder shall comply with all applicable guidelines established by applicable legal industry associations and organizations, as the case may be, and all Laws applicable to the conduct of legal and other activities applicable to the Services to be performed hereunder. Supplier is not authorized to, and Supplier agrees it will not knowingly take any action in the name of or otherwise on behalf of Blank Rome or any Blank Rome Affiliate which would violate any of the foregoing. Supplier shall notify Blank Rome if it becomes aware of any noncompliance with any such Laws by Supplier, its Representatives, or any of them.
- B. Supplier represents and warrants that it is, and agrees that at all times during the Term it shall be, authorized to conduct business in each country, state, and locality in which it must be so authorized to perform the Services hereunder and under each Purchase Order.
- C. Supplier shall pay and provide all salaries, compensation, and benefits to which its employees, officers, and directors shall be entitled and, in accordance with applicable Laws and Supplier's published policies and procedures, pay all expenses, federal, supranational, national, state, provincial and local payroll taxes, FICA contributions, FUI, SUI and other similar amounts relating to Supplier's employees, officers and directors.

9. Indemnification; Limitation on Damages

- A. Each Party shall indemnify and hold harmless the other Party, its subsidiaries and other Affiliates, and their respective Representatives from and against all liabilities, losses, claims, costs, expenses (including reasonable attorneys' fees) and damages arising out of or resulting from any willful misconduct or negligent act or omission of the indemnifying Party or its Representatives, any breach of this Purchase Order by the indemnifying Party, or any violation by the indemnifying Party or its Representatives of any Law.
- B. In addition, Supplier shall indemnify and hold harmless Blank Rome, its subsidiaries and other Affiliates and their respective Representatives from and against all liabilities, losses, claims, costs, expenses (including reasonable attorneys' fees) and damages arising out of or resulting from any failure by Supplier to pay any of the amounts required to be paid by it pursuant to Section 10.c above or to any subcontractor or other person or entity providing services or materials to Supplier in connection with Supplier's provision of any Services or Deliverables hereunder.
- C. Supplier shall not assert and hereby waives any claim or cause of action it may now have or hereafter acquire against Blank Rome and its Affiliates on any theory of liability for any one or more of special, indirect, incidental, exemplary, consequential or punitive damages in connection with or as a result of this Purchase Order or the transactions contemplated hereby, it being the intention of the Parties and an inducement to Blank Rome to enter into this Purchase Order that Blank Rome may only be liable under this Purchase Order for actual and direct damages.

10. Confidentiality

- A. Supplier and its Representatives (as defined in Section 9.A above) may have access to certain materials, information, and/or data, which Blank Rome considers to be confidential and proprietary, relating to the intellectual property, know-how, businesses, operations, finances and/or commercial, marketing, research and development and/or other plans and strategies of Blank Rome or its Affiliates. All such materials, information and/or data, together with all copies, summaries, notes, analyses and/or studies thereof or pertaining thereto and any data, reports, studies, analyses and/or other work product produced by Supplier as part of the Services, whether written or recorded in electronic or other format and on whatever media, are herein collectively referred to as "Confidential Information." Confidential Information also includes third-party confidential information supplied by Company to Supplier hereunder.
- B. During the Term and for a period of at least ten (10) years thereafter (including following any termination), Supplier shall, and shall cause each of Supplier's Representatives to, hold in confidence and refrain from disclosing and/or using for the benefit of Supplier, any of its Representatives or any third party any and all Confidential Information disclosed to or obtained by Supplier and/or any of

its Representatives. Supplier will not, and will not permit any of its Representatives to, use Confidential Information for any purpose other than in carrying out Supplier's obligations under this Purchase Order without the prior written consent of Blank Rome. These restrictions shall not apply to information which (i) is or becomes public knowledge (through no act or omission of Supplier or any of its Representatives); (ii) is lawfully made available to Supplier by an independent third party which does not owe to Blank Rome any duty of confidentiality with respect to such information (and such right can be properly demonstrated by Supplier); (iii) is already in Supplier's possession at the time of initial receipt from Blank Rome (and such prior possession can be properly demonstrated by Supplier); (iv) is independently developed by Supplier or its Representatives (and such independent development can be properly demonstrated by Supplier); or (v) is required by Law or order of any governmental authority or agency to be disclosed by Supplier; provided, however, that Supplier shall give Blank Rome sufficient advance written notice to permit it to seek a protective or similar order and Supplier shall disclose only the minimum Confidential Information required to be disclosed in order to comply, whether or not Blank Rome seeks or obtains any such protective or other similar order.

- C. Supplier shall provide the Confidential Information received under this Purchase Order only to Supplier's Representatives who are directly involved in the performance of the Services and who are bound, by contract or otherwise, to maintain the confidentiality of the Confidential Information. Supplier agrees to (i) advise Supplier's Representatives of the proprietary nature of the Confidential Information and the terms and conditions of this Purchase Order requiring that the confidentiality of such information be maintained and (ii) use all reasonable safeguards to prevent unauthorized use by such Representatives. Supplier shall be responsible for any breach of this Purchase Order by any of Supplier's Representatives.
- D. All Confidential Information which Supplier or any of its Representatives shall obtain or be given access pursuant to or in connection with this Purchase Order shall be and remain the sole property of Blank Rome, and Supplier shall have no rights or interests (except as expressly provided herein) to or in such Confidential Information. Immediately upon expiration or termination of this Purchase Order, Supplier shall return to Blank Rome all Confidential Information (including all copies thereof) then in the possession of Supplier or any of its Representatives.

11. Relationship with Company

Supplier agrees that, in its relationship with Blank Rome under this Purchase Order, it is acting in the capacity of an independent contractor and that it has no authority to represent or act on behalf of Blank Rome without Blank Rome's prior written consent. Supplier shall not hold itself out to any third person as purporting to act on behalf of, or serving as the agent of, Blank Rome, and Supplier is not authorized to enter into any Purchase Orders, whether oral or written, on Blank Rome's behalf.

12. Insurance

Supplier shall, during the Term, at its own cost and expense, maintain, and shall assure each of its subcontractors maintains, in full force and effect the insurance coverages according to best industry standards.

13. Governing Law

THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

14. Conflict of Terms

In the event of a conflict or inconsistency between the terms and conditions set forth in this Purchase Order and the terms and conditions set forth in the Statement of Work or Master Services Agreement, those in the Statement of Work or Master Services Agreement shall take precedence, prevail, and control with respect to this Purchase Order.