

EY Terms & Conditions

1. **Scope of Goods and/or Services.** Vendor shall provide to Ernst & Young U.S. LLP ("EY") the goods and/or services described on this Order, at the times, for the price, at the locations (the "Locations"), and otherwise as set forth on the Order. Vendor shall perform any services professionally and competently, in a good and workmanlike manner, and in accordance with the standards set forth in the Order and otherwise prevailing in Vendor's business in the Locations. EY may reduce the scope of the Services upon reasonable notice, and shall pay Vendor pro rata for any reduced Services at the rate specified in the Order, without penalty. Upon the placement of an order by EY, any and all good(s) ordered, leased or purchased hereunder, whether tangible or intangible, shall be deemed identified. EY may reduce any quantity of goods or services ordered or leased upon reasonable notice, and shall pay Vendor pro rata for the reduced amount of good(s) or services delivered at the rate herein specified, without penalty. Risk of loss shall pass to EY only upon delivery to EY. Orders not shipped on the date specified by EY, or promised by Vendor, are subject to cancellation at EY's option. Vendor shall ship the least expensive means possible, unless otherwise specified by EY. The services shall be subject to EY's reasonable approval, but payment by EY shall not constitute either approval or a waiver of any of EY's rights with respect thereto or otherwise hereunder.
 2. **Acceptance.** Performance by Vendor shall be deemed acceptance of all the terms and conditions set forth herein. All good(s) and/or services received by EY will be subject to inspection and rejection during the 90-day period following delivery, and rejected material, including overruns, will be returned at Vendor's risk of loss and expense, including, without limitation, transportation charges. Any and all good(s) stated herein shall be properly packaged and conform to the descriptions, quantity, price, and specifications (if applicable) set forth herein. Failure to reject goods or services within said 90-day period goods or services 90-day shall not be deemed an acceptance thereof. Payment by EY shall constitute neither acceptance of the goods or services supplied hereunder nor a waiver of any of Buyer's rights with respect thereto or otherwise hereunder.
 3. **Warranties.** The good(s) delivered pursuant to this Order are warranted to be well made, commercially viable and constructed from good materials, and with proper use and care are capable of performing the purpose for which they were purchased, as well as any other good of the same kind, size, and rated capacity used under like conditions of equal or better quality. Any services performed hereunder shall be performed in a good and workmanlike manner, consistent with the highest applicable industry practices. The good(s) and/or services shall comply with any positive statement appearing on any catalogue, container, or label associated with the good(s), any warranty implied in law, and, in the event Vendor is not the manufacturer of the good(s), all warranties provided by the manufacturer shall pass through to EY for its benefit. Notwithstanding the foregoing, negative statements, including, without limitation, Vendor's disclaimers, any limitation of liability or any reduction of any applicable statute of limitations shall be deemed a counteroffer, void, and of no effect.
 4. **Invoices.** EY shall pay Vendor the undisputed Charges invoiced in accordance with this Section 4 via electronic bank transfer within ninety (90) days of receipt. All invoices shall be submitted electronically to us.ap@ey.com. EY shall not pay any Charges invoiced more than 180 calendar days from the date such Charges should have been invoiced. Vendor shall be deemed to have waived the right to be paid for such amounts. If EY disputes an invoice in good faith, EY shall notify Vendor of the amount and nature of the dispute. EY may withhold payment of the disputed amount until the dispute is resolved. Notwithstanding anything to the contrary, Vendor shall continue to perform its obligations under the Agreement. EY's purchase order number and requisitioner's name, quantity, date, and description shall appear on all invoices, packages and shipping papers. All shipments shall be prepaid and accompanied by a packing slip. Invoices shall be sent together with an original copy of the bill of lading addressed as indicated on the purchase order or agreement within seventy-two (72) hours after shipment has been made, but no sooner than EY's receipt of the good(s). "Charges" means the charges or license fees payable by EY to Vendor under the applicable agreement or as set out in the Purchase Order.
 5. **Reporting.** Quality, status and other reports, including corrective action details, shall be submitted to EY promptly in writing upon request.
 6. **Indemnification.** Vendor agrees to indemnify, defend, save, and hold EY, its affiliates, partners, employees, and agents, harmless from and against any and all third-party claims and expenses (including attorneys' fees) collectively, "Losses") arising out of the performance, non-performance, or alleged breach of this Order by Vendor, including, without limitation, any act of the shipper, its agents, or representatives, any defects in the good(s) and/or services provided to EY, any misappropriation or infringement of any copyright, patent, maskwork, trademark, trade secret, or other proprietary right of EY or any third party and any willful misconduct or negligence on the part of Vendor.
7. **LIMITED LIABILITY.** EY'S ENTIRE LIABILITY ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE, OR ALLEGED BREACH BY EY OF THIS ORDER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED IN EACH INSTANCE TO ACTUAL MONEY DAMAGES PROVEN, EXCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES; WHETHER EY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES. SUCH DAMAGES SHALL BE LIMITED IN EACH INSTANCE TO THE PRICE OF THE GOOD(S) AND/OR SERVICES SPECIFIED IN THIS ORDER GIVING RISE TO SUCH CLAIM. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ORDER, VENDOR'S RECOURSE WITH RESPECT TO ANY MATTER (INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OF EY HEREUNDER) SHALL BE LIMITED SOLELY TO THE ASSETS OF EY, AND VENDOR SHALL HAVE NO RECOURSE AGAINST, AND SHALL BRING NO CLAIM AGAINST, ANY INDIVIDUAL PARTNER, EMPLOYEE, OR AGENT OF EY.
8. **Assignment.** Neither this Order nor any interest herein may be assigned, delegated, or otherwise transferred without the prior written consent of EY. EY may assign its rights hereunder to any of its affiliates or any other member firm of the global Ernst & Young Organization. Vendor may not subcontract any of the goods and/or services without the prior written consent of EY, which EY may withhold in its sole discretion and which may be conditioned on a subcontractor's providing to EY the representations set forth below.
 9. **Compliance.** Vendor warrants that its performance of this Order and all actions in connection therewith shall comply with all applicable, federal state, and local laws, including, without limitation, the Fair Labor Standards Act of 1938, as amended, and unless exempted, Section 503 of the Rehabilitation Act of 1973 (as amended); and Section 402 of the Vietnam Era Veterans' Readjustment Act of 1974.
 10. **Cancellation/Termination.** EY may cancel or terminate this Order, with or without cause, at any time, upon written notice to Vendor. In the event of any termination or cancellation, EY shall pay only for goods actually delivered and accepted by EY or for services performed in accordance herewith through the date of such termination or cancellation.
 11. **Governing Law.** This Order shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made, and fully to be performed therein, by residents thereof.
 12. **Binding Effect.** Except as may be agreed in writing by the parties, this Order shall not be binding upon EY unless signed by an EY purchasing agent or such other authorized persons as have been designated in writing to Vendor by the EY purchasing agent (any of which, an "EY representative"). Any alterations, modifications or additions made to this agreement will be deemed a counter offer, void, and of no effect, unless expressly accepted in writing, signed by an EY representative.
 13. **No Use of Name.** Vendor shall not use, or permit the use of, the name, trade name, service marks, trademarks, trade dress, or logo of EY in any form of publicity, press release, advertisement, or otherwise without EY's prior written consent.
 14. **Additional Representations and Undertakings.** Vendor represents and warrants, on and as of the date hereof, that (1) the goods and/or services to be provided hereunder are priced at market rates, (2) this Order does not contain terms and conditions that are, in the aggregate, more favorable than those being

offered by Vendor to other buyers with similar levels of spending, and (3) entering this type of order is in the ordinary course of Vendor's business with customers such as EY. Vendor further represents and warrants that the aggregate amounts contemplated to be paid by EY hereunder, and under all other agreements between Vendor and EY in effect during the twelve-month period ending on the last date of performance of the services or delivery of goods, shall not exceed 5% of Vendor's total revenues during such period. None of Vendor or any Vendor personnel from time to time substantially involved in providing the goods and/or services ("Service Providers") will, at any time while the Services are being performed, be a partner, executive officer, or member of the Board of Directors, or a direct or indirect substantial equity owner (or otherwise with control), of any audit client of EY (collectively, "Client Personnel"). In addition, Vendor shall maintain in effect while delivering goods and/or performing services insurance, issued by a nationally-recognized insurance company of sound financial status covering (a) personal injury or death, in an amount not less than \$1,000,000 per person and per occurrence; (b) property damage, in an amount not less than \$1,000,000; (c) excess general liability coverage, in an amount not less than \$5,000,000; (d) workers' compensation in statutorily required amounts; and (e) vehicle accidents, in an amount not less than \$1,000,000 per occurrence. Vendor shall deliver certificates of insurance evidencing required coverage and showing EY as certificate holder and additional insured on the general liability policy prior to beginning work and anytime upon EY's request.

15. **Arbitration.** Any dispute or claim arising out of or relating to this Order shall be resolved solely by arbitration conducted in accordance with the CPR Rules for Non-Administered Arbitration in New York, New York, before a panel of three arbitrators to be selected in accordance with the screened selection process set forth in the Rules. No potential arbitrator may be appointed unless he or she has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any Ernst & Young audit client.

16. **Confidential Information.**

A. The parties may, from time to time, provide to one another confidential information, including any information identified as confidential or proprietary, or which ought reasonably under the circumstances to be treated as confidential and/or proprietary, such as this Order, or information relating to a party's business, operations, products, services or methodologies (collectively, "Confidential Information"). Confidential Information shall not include information that (1) is or becomes part of the public domain through no act or omission of the receiving party; (2) was in the receiving party's lawful possession prior to initial disclosure by the disclosing party; (3) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (4) is independently developed by the receiving party. For a period of three years from the date hereof, each party shall hold all Confidential Information relating to the other in confidence and shall treat such Confidential Information with the same degree of care that it uses to protect its own confidential information, which shall be no less than a reasonable degree of care. The parties shall protect the Confidential Information of the other from any unauthorized use by, or disclosure to, any third parties.

B. Vendor shall not, at any time, use any Confidential Information received from EY for any purpose other than fulfillment of this Order. Vendor shall not remove any tangible embodiment of any EY Confidential Information from EY's premises without the prior written consent of EY. Upon EY's request, Vendor shall promptly return to EY or, if so directed by EY, destroy all tangible embodiments of all EY Confidential Information (in every form and medium), and certify such return or destruction in writing.

C. Notwithstanding anything herein to the contrary, a receiving party shall be entitled to disclose Confidential Information to the extent required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford it an opportunity to seek a protective order.

D. In connection with the fulfillment of this Order, Vendor may have access to data relating, and that can be linked, to a specific individual ("Personal Data"). In addition to Vendor's other obligations hereunder, Vendor shall (1) access or use Personal Data only if reasonably necessary for fulfilling its obligations hereunder; (2) take reasonable measures to safeguard Personal Data from improper use and disclosures; (3) maintain a record of any disclosure of Personal Data to a third party, and make such record available to EY upon request; and (4) disclose Personal Data to a third party only if reasonably necessary to fulfill Vendor's obligations under this Agreement, and only if the recipient has committed to abide by the restrictions imposed by this Section.

Unless a valid, mutually executed agreement exists between the parties, the terms of this Purchase Order shall govern this purchase.