

UNIVERSITY SYSTEM OF NEW HAMPSHIRE (USNH) TERMS AND CONDITIONS

Article 1 - General: This document titled "University System of New Hampshire Terms and Conditions," when incorporated as part of a purchase order, signed contract, or other form of agreement, each of which may also be referred to as the "Agreement," encompasses the primary terms and conditions (the "Terms and Conditions") governing the Agreement between the Supplier (referred to herein as "Seller" or "Supplier") and the University System of New Hampshire ("USNH"), a non-profit [501c(3)] institution of higher education, with its principal place of business at 5 Chenell Drive, Concord, NH, 03301 ("Buyer"). USNH includes its member Institutions consisting of: University of New Hampshire (Durham), University of New Hampshire (Manchester), University of New Hampshire Franklin Pierce School of Law, Keene State College, Plymouth State University, as well as its affiliated entities: University of New Hampshire Foundation, Inc. and Keene Endowment Association. The Agreement also includes any additional terms incorporated by the Buyer in the order of precedence set forth in Article 2 below for Purchase Orders and Article 3 below for Signed Contracts unless otherwise indicated by the Buyer in accordance with the process set forth in Article 2 and Article 3 below.

Article 2 – Order of Precedence for Purchase Orders:

The Agreement, along with any mutually agreed-upon changes noted on the purchase order or included in any amendments, shall supersede any additional, conflicting, or differing terms and conditions present in other documents attached to the purchase order. USNH will not be bound by any other terms and conditions not explicitly agreed upon, regardless of their presence in communications between the parties, such as Supplier's quotes, proposals, forms, invoices, emails, or letters. Any quotes or proposals referenced in the Agreement or a Statement of Work are incorporated into and made part of the Agreement, but only insofar as they specify the products or services ordered, their pricing, and delivery details, and only if these terms align with the "University System of New Hampshire Terms and Conditions".

The Agreement also includes any additional terms or conditions specified by the Buyer within the purchase order itself, as well as any attached documents detailing requirements, scopes of work, technical specifications, designs, plans, or other relevant information. Collectively, these elements form the entire agreement between the parties.

The precedence of elements within an Agreement is as follows:

1. Purchase Order Requirements
2. University System of New Hampshire (USNH) Terms and Conditions
3. Purchase Order Changes/Amendments and updated terms or requirements outlined in the Purchase Order by the Buyer
4. Attached documents, such as quotes/proposals, scope of work, or requirements

Article 3 - Order of Precedence for Contracts (including Subcontracts and Subawards): This document, titled "University System of New Hampshire Terms and Conditions," may be integrated into a signed contract between the parties. In such cases, the terms and conditions outlined herein shall take precedence over any conflicting terms, unless a different order of precedence is explicitly stated in the contract and mutually agreed upon by both parties.

The precedence of elements within a Signed Contract is as follows, unless otherwise explicitly stated within the contract:

1. Contract Document
2. University System of New Hampshire (USNH) Terms and Conditions
3. Scope of Work
4. Attachments, Exhibits, Appendixes
5. Other Incorporated documents

Article 4 - Acceptance by Supplier: The Supplier is considered to have accepted these Terms and Conditions upon either of the following: (i) the Supplier's shipment of the ordered products or any portion thereof, or (ii) the performance of any services, in whole or in part, by the Supplier pursuant to the Terms and Conditions. Alternatively, acceptance may also occur upon Supplier's signature as part of a signed agreement, or USNH's receipt of any written communication, including those sent via facsimile, email, or other electronic transmission, indicating the Supplier's acceptance.

Article 5 - Waiver/Amendment: Any waiver of the conditions, covenants, duties, and obligations contained in the Terms and Conditions must be executed through a written agreement or clearly described on a formal Purchase Order (PO) or PO Change Order/amendment by the Buyer. A party's forbearance or indulgence, in any form or manner, shall not be construed as a waiver and will not limit the legal or equitable remedies available to that party. Amendments to these Terms and Conditions may only be made through a written agreement or formal amendment/change and in compliance with all applicable laws and regulations.

Article 6 - Taxes: The University System of New Hampshire is exempt from certain taxes. As New Hampshire does not impose state sales tax, sales of goods and services to USNH are not subject to such taxes. Any taxes imposed on the Supplier on account of Buyer's purchase of goods shall be borne solely by the Supplier. USNH shall not be liable for any taxes arising from this Agreement.

Article 7 - Notices: Any notice required to be given under the Agreement must be sent by either overnight delivery, email with receipt, or certified mail with return receipt requested, addressed to the other Party's representative at the specified address provided by that Party. If no address is otherwise specified, notices shall be made to the University System of New Hampshire at the following address: USNH Procurement Services, 5 Chenell Drive, Suite 301, Concord, NH 03301.

Article 8 - Agency: The Supplier represents that they have the authority to enter and perform under this Agreement and that the person accepting the Agreement on behalf of the Supplier is duly authorized to do so. The Supplier further confirms that this authorized individual has read and understood the terms and conditions of this Agreement.

Article 9 - Assignment and Subcontracts: The Supplier shall not assign or subcontract this Agreement or any rights or obligations arising from it without the Buyer's prior written consent. The purchase of parts and materials normally acquired by the Supplier or required by this Agreement shall not be considered as assignments or subcontracts.

Article 10 - Cancellation and Termination: The Buyer may terminate or cancel this Agreement for any reason, including convenience, upon written notification to the Supplier unless otherwise stated by the Buyer on the Purchase Order or written into a signed contract. Termination or cancellation for convenience by the Buyer entitles the Supplier to payment only for items that have been delivered, received, accepted, and not subsequently rejected.

The Buyer may terminate or cancel the Agreement immediately, without prejudice to any right or remedy, after giving the Supplier written notice, in the following cases:

1. The Supplier becomes insolvent or makes an assignment for the benefit of creditors
2. A petition is filed to declare the Supplier bankrupt
3. Delivery is not made within the specified time or within a reasonable time if no time is specified; or
4. The quantity or quality of the articles delivered does not meet the specified requirements
5. Suppliers' obligations under this agreement are breached
6. Discontinuance of grant funding for purchases funded in whole or in part by a federal/state award or subaward

For all purchase orders placed under a federal grant, contract, or other federally sponsored program, the Buyer has the right to cancel such orders in accordance with the paragraph headed "Cancellation and Termination" and the right to terminate the performance of work under this Agreement, in whole or in part, in the circumstances and with the effect set forth in the "Termination Clause" contained in Section 52.249-1 of the Federal Acquisition Regulation (FAR) and 2 CFR Part 200.340 of Uniform Guidance (UG). The provisions of these clauses shall not limit or affect the rights or remedies of the Buyer stated in other clauses of this order or provided by law in the event of default or breach by the Supplier.

Article 11 - Choice of Law and Legal Remedies/Severability: This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of this Agreement is declared illegal or unenforceable by a competent court within this jurisdiction, the remaining provisions shall remain in full force and effect.

Article 12 - Compliance with Laws: The Supplier agrees that all products provided, or services performed under this Agreement are in compliance with the applicable provisions of all federal, state, and local laws, ordinances, and all lawful orders, rules, and regulations thereunder. Such compliance shall be a material requirement of this Agreement.

Article 13 - Debarment and Suspension: In accordance with Executive Orders 12549 and 12689 (Debarment and Suspension), the Supplier certifies, by entering this transaction, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Supplier shall immediately notify USNH if changes to their status occur during this transaction.

Article 14 - Default: In the event of default by the Supplier, including failure to deliver any item ordered within a reasonable time after acceptance of this Agreement, or if the Buyer rightfully rejects the goods or services or revokes acceptance, the Buyer may, without waiving any other remedy permitted by law, hold the Supplier liable for all additional costs incurred. Furthermore, in such event, the Buyer, at its option, may be relieved of any duty to accept items that are subsequently delivered pursuant to this Agreement.

Article 15 - Delivery/Title/Risk of Loss: All quotations and proposals shall be submitted F.O.B. destination, freight pre-paid, unless specifically indicated otherwise by Buyer. Quotations and proposals shall include all costs that USNH is or may be responsible for, any costs not clearly stated on the Agreement shall not be the responsibility of USNH. Title to goods/products provided under this Agreement shall transfer to the Buyer upon receipt of goods/products at the Buyer's destination. The Supplier shall make all deliveries of Products in accordance with the quantities and schedule set forth in the Agreement. The Supplier shall address all deliveries to the DELIVERY ADDRESS noted on the purchase order and shall include the Attention to, Room/Floor/Suite, and USNH's purchase order number on all packages and correspondence. All deliveries shall include a packing slip. The Supplier shall pack, mark, and ship all Products in accordance with the shipping instructions contained in the purchase order and any requirements of common freight carriers. Unless the purchase order expressly states otherwise, all Products shall be shipped according to the Incoterms 2020 Delivered Duty Paid (DDP) to the DELIVERY ADDRESS designated on the purchase order. The Supplier assumes all risk of loss of or damage to all Products ordered and all work in progress, materials, and other items related to the purchase order until the same have been received and accepted by USNH at the destination specified on the purchase order. The Supplier is responsible for obtaining any necessary insurance and bears the sole risk of loss. The Supplier is also responsible for unloading the Products upon delivery, ensuring the Products are safely and properly unloaded at the Buyer's destination.

Article 16 - Product Documentation: All Products delivered by the Supplier will include all documentation, such as operator/user manuals, training materials, guides, and other materials relating to their use and operation, whether in writing, electronic means, or otherwise (collectively "Documentation"). USNH may keep, modify, copy, and internally distribute the Documentation for USNH's internal business purposes.

Article 17 - Equal Employment Opportunity: The Supplier agrees not to discriminate in any manner against employees or applicants for employment on the basis of race, color, religion, creed, age, sex, disability, veteran status, or national origin. If this agreement is funded in any part by monies of the United States, the Supplier

shall comply with requirements under Section 503 of the Rehabilitation Act, 29 U.S.C. 793, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), 38 U.S.C. 4212, and all laws, rules, regulations, and orders of the United States and the State of New Hampshire. The Supplier further agrees to permit the University System, the State, the United States, or any designated representatives of the aforementioned, to have access to any of the Supplier's books, records, and accounts for the purpose of ascertaining compliance with the aforesaid laws, rules, regulations, and orders, and the covenants and conditions of the agreement.

Article 18 - Exculpation: Neither the currently existing nor any successor directors, officers, employees, agents, trustees, or beneficiaries of the Buyer are personally liable for the performance of or failure to perform any term or condition contained in this order.

Article 19 - Force Majeure: Neither party shall be held responsible for any losses resulting if the fulfillment of any term or provision of the contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, said party is unable to prevent. The Supplier shall exercise due diligence in promptly notifying the Buyer of conditions which will result in delay.

Article 20 - Gratuities: The Supplier shall not offer or give gratuities or gifts, in any form, to any employee or relative of any employee of the University System of New Hampshire.

Article 21 - Hold Harmless and Indemnification: The Supplier agrees to defend, indemnify, and hold harmless the Buyer, USNH, its Trustees, Officers, employees, and agents from and against any and all third-party claims, liability, losses, damages, costs, or expenses (including reasonable attorney's and expert's fees) arising out of or resulting from the Supplier's performance under this Agreement, including products delivered or services performed by the Supplier, its agents, servants, employees, or subcontractors. This obligation includes claims involving injury or death, damage to property, or other harm resulting from (in whole or in part) the negligence, recklessness, or intentional conduct of the Supplier, its officers, employees (direct or indirectly employed), agents, or Suppliers in the performance of the order. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Buyer that would otherwise exist. The Buyer shall give the Supplier prompt and timely notice of any claims, threatened or made, or any lawsuit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Agreement.

Article 22 - Inspection, Testing, and Rejection: Materials and services purchased under this order are subject to Buyer's inspection and approval within a reasonable time after delivery. Buyer reserves the right to return, at Supplier's expense, any defective materials that do not meet Buyer's specifications and standards, or materials shipped in excess of the requirements of this order. Buyer also reserves the right to reject inadequate services or services furnished in excess of the requirements of this order, whether paid for or not. Inadequate services will be reworked, and all costs associated with the rework will be charged to the Supplier.

Article 23 - MSDS Requirement: All suppliers of hazardous materials shall provide material safety data sheets (MSDS) with each order, as mandated by New Hampshire RSA 277-A.

Article 24 - Insurance Requirements: Unless otherwise specified on the Form, the Supplier shall purchase and maintain, at its sole cost and expense, adequate insurance coverage necessary for the delivery of Products and performance of Services under the Agreement throughout its term. Such insurance must include, but is not limited to, the types and amounts of coverage detailed in the insurance requirements listed on the USNH Procurement Webpage or any additional requirements stipulated in the Agreement. The Insurance Addendum is hereby incorporated by reference and made a part of these Terms and Conditions. The Supplier shall provide evidence of such insurance prior to the delivery of any Products or the provision of any Services to USNH.

Article 25 - Samples: Any sample, whether supplied by Buyer or Supplier, is to be returned at Supplier's expense, unless noted by Buyer or Supplier that the sample does not need to be returned.

Article 26 - Export Control: Supplier agrees to notify USNH (contact listed on the Agreement) in writing before providing any ITAR-controlled articles, services, or technical data or before providing any EAR-controlled articles, technology, or software classified at a level greater than EAR99.". Supplier must also notify USNH if they are providing information beyond a standard user manual (i.e., "Use" technology as defined under EAR, or "Technical Data" as defined under ITAR) necessary for operation, installation, maintenance, repair, overhaul, or refurbishing of the Goods.

Article 27 - Dates of Performance: Delivery and completion dates must be stated on the Agreement. If not, Supplier shall deliver Products or provide Services promptly. Supplier must inform USNH of any anticipated delays immediately; however, notice of delay does not alter the terms of the Agreement unless agreed upon by both parties in writing. If Supplier is unable to perform by specified deadlines, USNH may approve a revised date or cancel the Agreement and any associated purchase orders, and Supplier is liable for any resulting loss or expense. Supplier's sole remedy for a delay caused by USNH is an extension equal to the duration of the delay.

Article 28 - Covered Telecommunications Equipment or Services: Supplier affirms that Goods and Services provided under this Agreement will not involve the use or provision of "covered telecommunications equipment or services" as a significant component or critical technology in any system, as defined by Federal Acquisition Regulation (FAR) Section 52.204-25.

Article 29 - Patient Protection and Affordable Care Act (PPACA): If Services involve Supplier providing temporary or supplementary staffing, the following warranties apply: For Applicable Large Employers, Supplier offers health coverage to full-time employees performing Services for USNH, includes the cost of enrolling these employees in its health plan within Service fees, and charges higher fees due to offering health coverage to such employees. For non-Applicable Large Employers, Supplier either offers group health coverage meeting Minimum Essential Coverage and Affordable requirements to full-time employees performing Services for USNH or ensures these employees have individual coverage satisfying PPACA requirements for mandated individual coverage. Supplier acknowledges USNH relies on these warranties to ensure compliance with PPACA Employer Shared Responsibility provision.

Article 30 - No Third-Party Rights: This Agreement, either expressly or implicitly, does not intend to create any rights for individuals or entities not party to the Agreement, and no third-party beneficiaries shall arise from this Agreement or by operation of law.

Article 31 - Other Applicable Laws: Any provision required by valid federal, state, or local laws, ordinances, rules, or regulations to be included in a contract of this type shall be deemed incorporated into this Agreement.

Article 32 - Warranties: Supplier warrants that the title to any goods will be good and transferred rightfully, free from liens or encumbrances. Supplier guarantees that products furnished will conform to agreed specifications, be free from defects, and not infringe upon third-party rights. Buyer will notify Supplier of any infringement claims, allowing Supplier to defend or settle. Supplier warrants items are suitable for intended use and will indemnify Buyer against claims, damages, or expenses arising from warranty breaches.

Article 33 - Price Warranty: Supplier warrants that the prices and terms for Products or Services provided under this Agreement are no less favorable than those currently extended to any other customer for the same or similar Products or Services. If Supplier reduces its prices and/or improves its terms for others regarding such Products or Services during the term of this Agreement, Supplier shall adjust the prices and/or terms accordingly.

Article 34 - Accessibility Compliance: Supplier warrants that its Products and Services under this Agreement comply and will continue to comply with all applicable New Hampshire and Federal laws and regulations, including but not limited to WCAG conformance levels A and AA (ISO/IEC 40500:2012). Supplier shall promptly resolve any noncompliance issues at no cost to USNH and indemnify it against any claims resulting from noncompliance. Failure to comply constitutes a material breach and may lead to Termination for Cause.

Article 35 - Payment: USNH payment term options are available on the Procurement website and within the PaymentWorks supplier portal, the days noted in each option begin from the later of: (i) delivery and USNH's acceptance of Supplier's Products or Services or; (ii) USNH's receipt of Supplier's invoice. Payment terms shall be those selected by the Supplier at the time of onboarding into the PaymentWorks solution or those agreed to in writing in a signed contract between the parties. USNH shall not be responsible for any shipping, handling, fuel surcharges, insurance, or other fees unless expressly noted on the purchase order. USNH shall not be responsible for any late penalty fees or interest unless specifically stated on the purchase order. Unless the Supplier is setup for CXML/EDI, Supplier's invoices must be submitted electronically to the BILL TO email address referenced on the purchase order and must include USNH's purchase order number and comply with invoicing requirements listed on the USNH Procurement Website.

Article 36 - No Solicitation of USNH employees: During the Agreement and for a period of one year after conclusion of the provision of services, Supplier will not directly recruit or solicit any USNH personnel (excluding student-employees) who are involved with the Agreement or services thereunder to leave USNH employment. The Supplier shall be free to directly or indirectly employ or retain former USNH personnel in any capacity (including, without limitation, as employees or as individual consultants or as employees of another firm), so long as the Supplier did not solicit such personnel to leave USNH employment.

ARTICLES RELATED TO PURCHASES WHERE DATA SECURITY AND COMPLIANCE APPLY

Article 37 - Data Security Compliance: The Supplier shall employ appropriate security practices to protect USNH data under the "Supplier's Control", here defined as data on the Supplier's networks and on the servers and other devices connected to Supplier's network, while on Supplier's personal computers and backups, in Supplier's e-mail, while being transmitted or transported by the Supplier, and while stored in Supplier's office or other facilities. The Supplier understands that "Restricted Information", as defined by USNH, requires protection mandated by legal requirements and that as a service provider to or representative of USNH, the Supplier has the same duty to protect that information as does USNH. The Supplier agrees to provide the information necessary to complete the USNH Vendor Security Assessment Review process (inclusive of SOC2 compliance), if required based on the institutional information involved. USNH reserves the final determination whether the information provided by the Supplier is applicable and sufficient to ensure appropriate cybersecurity practices and controls will be used to protect the institutional information. The Supplier affirms that the Supplier is aware of and understands all laws and regulations that are applicable to the services provided under this contract. These laws and regulations may include, but are not limited to FERPA, HIPAA, GLBA, FTC Red Flags Rule and NH RSA 359-C:20. The Supplier shall be responsible for compliance with all notification, reporting, and other legal requirements relating to any unauthorized release of data under the Supplier's Control, or other breach of security including but not limited to NH RSA 359-C:20, entitled "Notification of Security Breach Required." Supplier shall also be responsible for compliance with all notification, reporting, and other legal requirements relating to any unauthorized release of data or other breach of security that arises out of any act or failure to act on the part of Supplier, regardless of whether such act or failure to act was negligent, grossly negligent, or intentional. Under any circumstance covered by this article, USNH, at its sole discretion, may also comply with any notification, reporting, or other legal requirement, provided, however, that USNH's compliance shall not relieve Supplier of any of its responsibilities set forth in this article or otherwise existing under applicable law. USNH has developed an Identity Theft Prevention Program pursuant to the Federal Trade Commission's (FTC) Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. The Supplier is or shall become familiar with the Red Flags Rule. That can be done through the following link to the FTC web site video: <http://www.ftc.gov/bcp/edu/microsites/redflagsrule/video.shtm>. The Supplier shall train self and employees to look for Red Flags. Whether or not the Supplier's services are directly subject to the Red Flags Rule, if the Supplier encounters a potential Red Flag such as but not limited to a person presenting identifying information or materials that do not belong to them, or repeatedly presenting incorrect authentication credentials such as incorrect passwords, the Supplier shall take steps to stop inappropriate access to services and/or information, and shall notify USNH immediately by contacting the hiring administrator who signed this agreement. Supplier must agree to Buyer's Data and Security Compliance Document when required by Buyer. A copy of the Buyers Data and Security Compliance Document can be found on the USNH Procurement Website: <https://www.usnh.edu/it/departments/cybersecurity/cybersecurity-policies-standards/usnh-data-security-addendum>

Article 38 - PCI Compliance: In the event that the Supplier, during its engagement by the Buyer, has access to or collects, accesses, uses, stores, processes, disposes of, or discloses credit, debit, or other payment cardholder information, the Supplier shall maintain compliance with the Payment Card Industry Data Security Standard ("PCI DSS") and, if applicable, Payment Application Data Security Standard ("PA DSS") requirements at all times. This includes staying up-to-date with changes to these standards and promptly implementing all necessary procedures and practices to remain in compliance, as well as promptly notifying the Buyer of any non-compliance, all at the Supplier's sole cost and expense. Both parties are responsible for the security of cardholder data in their control or possession, as mandated by the PCI Security

Standards Council ("PCI SCC"), while performing their individual and mutual responsibilities under these Terms and Conditions. Upon engagement and annually thereafter, the Supplier must submit to the Buyer their attestation of compliance.

ARTICLES RELATED TO PURCHASES USING FEDERAL FUNDING

Article 39 - Federal Funds:

Part 1 - Procurements on Federal Contracts: The following clauses apply, when applicable, to procurements involving the use of federal funds on a federal contract which are subject to Federal Acquisition Regulations (FAR). Suppliers shall comply with the following clauses, as applicable. Supplier shall promptly notify USNH if they are or become non-compliant with any of these provisions. (1) FAR 52.203-13, Seller Code of Business Ethics and Conduct; (2) FAR 52.203-17, Seller Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights; (3) FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements; (4) FAR 52.219-8, Utilization of Small Business Concerns; (5) FAR 52.222-17, Non-displacement of Qualified Workers; f. FAR 52.222-21, Prohibition of Segregated Facilities; g. FAR 52.222-26, Equal Opportunity; (6) FAR 52.222-35, Equal Opportunity for Veterans; (7) FAR 52.222-36, Equal Opportunity for Workers with Disabilities; (8) FAR 52.222-37, Employment Reports on Veterans; (9) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act; (10) FAR 52.222-41, Service Contract Labor Standards; (11) FAR 52.222-50, Combating Trafficking in Persons; (12) FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements; (13) FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements; (14) FAR 52.222-54, Employment Eligibility Verification; (15) FAR 52.222-55, Minimum Wages Under Executive Order 13658; (16) FAR 52.222-62, Paid Sick Leave under Executive Order 13706; (16) FAR 52.224-3, Privacy Training; (17) FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; (18) FAR 52.233-1, Disputes; and (19) FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

Part 2 - Procurements on Federal Grants and Cooperative Agreements: The following clauses apply, when applicable, to procurements involving the use of federal funds on federal grants and cooperative agreements which are subject to CFR Title 2, Subtitle A, Chapter II, Part 200. Suppliers shall comply with the following clauses, as applicable. Supplier shall promptly notify USNH if they are or become non-compliant with any of these provisions. (1) Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements". (2) Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (3) Byrd Anti-Lobbying. Supplier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. (3) Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ARTICLES RELATED TO TRADEMARKS, USE OF NAME, AND INTELLECTUAL PROPERTY

Article 40 - Intellectual Property, Copyright, Patents, Trademarks, and Data Rights: As used in these Terms and Conditions, "Intellectual Property" means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright, and other intellectual property rights (and goodwill) relating to the foregoing. As used in this Section, "Deliverables" means all products, prototypes, samples, hardware, equipment, or other materials, tangible or intangible, required to be delivered or actually delivered to USNH under these Terms and Conditions. As to work made for hire, Supplier acknowledges that USNH owns all Deliverables and all Intellectual Property made under the Agreement. Supplier will inform USNH of any Intellectual Property made under the Agreement, and USNH has the right to determine disposition of all Intellectual Property, including any filings for formal intellectual property protection. As to work not considered work made for hire, Supplier agrees to assign and hereby does assign all rights, title, and interest in all Intellectual Property and Deliverables made under the Agreement to USNH and Supplier agrees to execute any necessary documents to effectuate such assignment as part of the Agreement. Deliverables must be new and original, and Supplier must obtain USNH's written permission before using any pre-existing materials, including use of any open-source software and/or code, any use of artificial intelligence, generative or otherwise, and/or use of any materials generated by any form of artificial intelligence. Supplier grants to USNH a non-exclusive, royalty-free, perpetual, irrevocable worldwide license for any purpose to any pre-existing materials owned by Supplier and used in the performance of the Agreement.

Article 41 - Intellectual Property Indemnity: Supplier shall indemnify, defend, and hold USNH harmless against all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising from or in connection with any actual or claimed infringement of any patent, copyright, mask work, trademark, trade secret, or other intellectual property, proprietary, or contractual right of any third party concerning the Products or Services provided under the Agreement.

Article 42 - Use of the University System of New Hampshire Name and Trademarks: The Supplier shall not use nor permit its subcontractors to use the name of "University System of New Hampshire," or the name of any component institution, or any variation, adaptation, or abbreviation thereof, or the name of any of its trustees, officers, faculty, students, employees, or agents, or any trademark owned by the University System of New Hampshire without the prior written consent of USNH including on any consumer goods, products, or services for sale or distribution to the public. The Supplier shall not, without the prior written consent of USNH, list USNH as a client in any written materials or disclose the name of USNH as a client reference to prospective customers or for any other reason. Supplier shall not

speak publicly on behalf of USNH, make any written, oral, or electronic communications, or issue any press releases referring to this Agreement or any aspect of its relationship with USNH unless specifically permitted in writing by USNH to do so on each occasion. All purchase orders placed under a federal grant or contract or other federally sponsored program which require experimental, developmental, or research work to be performed by the Supplier to fulfill the provisions of the order will be governed by 37 CFR part 401 and any implementing regulations. In addition, the Federal Government retains its right to license patents under FAR 52-227-11.

ARTICLES RELATED TO THE PROVISION OF SERVICES

Article 43 - Certification: The Supplier certifies, under the pains and penalties of perjury, that they have filed all required tax returns, paid all taxes, and complied with all applicable laws relating to taxes in applicable jurisdictions. Additionally, the Supplier has complied with all applicable laws relating to workers' compensation and payment of wages. In accordance with federal law, the Supplier shall verify that all workers assigned to the Contract are legally authorized to work in the United States, without engaging in unlawful discrimination. The Supplier shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Article 44 - Travel Expenses: Unless specifically agreed to in the Agreement, USNH shall not be responsible for any travel, meals, or any other incidental expenses associated with the performance of this contract. If travel reimbursement has been agreed to in the Agreement, all travel must comply with the USNH Travel Policy posted on the USNH website.

Article 45 - Assigned Personnel; Character of Services: Supplier will provide the Services as an independent contractor and furnish all equipment, personnel, and supplies sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as USNH may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should USNH inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and those individuals will not again be assigned to provide Services without USNH's written permission. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of USNH for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate USNH, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to USNH for all Services performed by Supplier's employees, agents, and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions, and other taxes with respect to such employees, agents, and subcontractors. No act or direction of USNH shall be deemed to create an employer/employee or joint employer relationship. USNH shall not be obligated under any contract, subcontract, or other commitment made by the Supplier.

Article 46 - Premises Where Services Are Provided: A. Cleaning Up: Supplier shall keep USNH premises and adjoining areas clean, free from waste or rubbish caused by its employees or sub-suppliers. Upon completion, Supplier shall remove rubbish, tools, scaffolding, and surplus materials, leaving the premises "broom clean" or equivalent. If not promptly removed, USNH may remove the rubbish and charge Supplier for the cost. B. Environmental, Safety, Health, and Fire Protection: Supplier shall take precautions to protect the health and safety of USNH employees and the public, minimize hazards, and comply with applicable environmental, health, safety, and fire protection regulations. Non-compliance may result in a stop order, with resumption at USNH discretion. Supplier bears sole responsibility for the safety of its employees and others on USNH premises and shall maintain good order, confine its activities to designated areas, and prevent injuries or accidents. Supplier must comply with relevant USNH safety rules and regulations when on USNH premises.