

**Georgia Transmission Corporation Purchase Order Terms and Conditions**

1. **Agreement** – The following terms and conditions shall apply to the purchase of the good(s) or related service(s) identified on the accompanying Purchase Order (hereinafter referred to as “PO”), from Georgia Transmission Corporation (hereinafter referred to as “Purchaser” or “GTC”) to the person, firm, corporation, or entity to which the PO is addressed (hereinafter referred to as “Seller”). Seller shall include those entities that manufacture and/or provide said Goods. These terms and conditions, together with the specifications contained on the accompanying PO, and any addenda referred to herein and attached to the accompanying PO (which are hereby incorporated into and made a part of the PO), are referred to collectively as “PO,” set forth the complete agreement between the parties and supersede all other agreements of the parties, written or oral. This PO may not be modified hereafter except by the written agreement of the parties.
  
2. **Definitions** –
  - (a) **“Affiliates”** means those companies that are involved in the generation, transmission, and/or distribution of electricity or other services directly related to electricity, and that are owned by some or all of the Georgia electric membership corporations that are owners and members of the Purchaser.
  - (b) **“Confidential Information”** includes, but is not limited to, information that is trade secret under applicable law, Critical Energy Infrastructure Information as defined by 18 C.F.R. § 388.113, business plans, processes, models, designs, photographs, plans, drawings, data, samples, equipment, pricing information, studies, reports, specifications, parts lists, technical data, information regarding GTC’s Members, and other business and technical information. Confidential Information also includes any other information, document or thing that either party marks or labels as “Confidential” or “Proprietary” and information connected to the Parties’ performance such as records, notes, reports, analyses and any work product.
  - (c) **“Goods”** shall refer to those articles, materials, supplies, equipment, hardware, software, drawings and data, including any part thereof, or otherwise, to be furnished under this PO, as well as all services, including design, delivery installation, inspection, programming, testing, and expediting, as specified or required to be rendered in connection therewith.
  - (d) **“Interactive Remote Access”** means user-initiated access to Purchaser Equipment through employment of a remote access client or other remote access technology.
  - (e) **“Purchaser Equipment”** means all electronic devices, computers, computer networks, software, hardware, equipment, and other similar and related items of Purchaser or its Affiliates, including assets subject to the NERC Critical Infrastructure Protection (“CIP”) reliability standards.
  - (f) **“Removable Media”** includes any storage media that are capable of transferring executable code; that can be used to store, copy, move, or access data; and that are temporarily connected to a system or network. Examples include, but are not limited to, floppy disks, compact disks, USB flash drives, external hard drives, and other flash memory cards/drives that contain nonvolatile memory.
  - (g) **“Seller Equipment”** means all electronic devices, computers, computer networks, software, hardware, equipment and other similar and related items that are managed or utilized by the Seller, its Subcontractors, or any entity or person under the Seller’s or a Subcontractor’s supervision or control.
  - (h) **“Seller Resources”** means all Subcontractors and all employees, agents, and representatives of Seller and Subcontractors that will assist with or be involved in providing the Good.
  - (i) **“Subcontractor”** means any subcontractor, manufacturer, vendor, supplier or similar entity who contracts with the Seller to provide any of the Goods furnished under the PO.
  
3. **Acknowledgement & Acceptance** – Seller must return to Purchaser an acknowledgement with Purchaser’s PO number within seven (7) days from the date of this PO. If this PO is not accepted as exactly written, it must be returned immediately to Purchaser with explanation. Seller shall be deemed to have accepted this PO without reservation if: (a) Seller commences performance pursuant to this PO; or (b) Seller does not object to the PO in writing within seven (7) days from the date of this PO. While this PO was initiated by Purchaser, Seller had the opportunity to review, ask for clarification of the terms and seek advice of legal counsel. Purchaser shall not be bound by the terms of any confirmation form, acceptance invoice, bill of lading or other document that purports to vary any of the terms or conditions of this PO. This PO expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms proposed by the Seller are rejected unless expressly assented to in writing by the Purchaser. No contract shall exist except as herein provided. All correspondence shall reference the PO number.
  
4. **Changes** – Purchaser shall have the right to make changes to the PO, including but not limited to packing, testing, shipping, destinations, specifications, designs, and postponements of delivery schedules. Seller shall immediately notify Purchaser of any increases or decreases in prices caused by such changes, and any agreed-upon equitable adjustment in prices or other

**Proprietary and Confidential**

terms hereof shall be set forth in a written amendment to this PO executed by both parties. Upon Purchaser's request, Seller will submit an itemized listing of costs if any such changes affect the original price. Seller may request that Purchaser allow exceptions to the specifications for the Goods; provided that no exceptions shall be made without Purchaser's written approval.

5. **Delivery** – Delivery shall be strictly in accordance with the specific schedule date instructions embodied in the PO. Time is an essential element of this PO unless stated otherwise herein. Purchaser has the right to cancel all or part of a PO, without obligation of any kind to Seller, should delivery of any shipment not be made on schedule. At any time Seller believes that its deliveries will not be made as scheduled, Seller shall give prompt written notice to Purchaser of the length of and reason for such anticipated delay. Within ten (10) days from receipt of such notice, Purchaser may, without any liability to Seller and without prejudice to any other rights or remedies, cancel all or any portion of the undelivered PO, unless the delay is caused by Purchaser. Purchaser may accept Goods without waiving any rights by law or in equity to recover damages from Seller for late delivery, including but not limited to delay charges incurred by Purchaser for contractor work at the project site that is required for Purchaser's use of the Goods. Seller shall not visit any of Purchaser's project sites without prior express written permission from Purchaser's designated representatives or project manager assigned to the project site.
6. **Packaging and Shipping** – Seller must ensure that all Goods are suitably packed, marked, insured and shipped in accordance with Purchaser's written specifications and with the customs of the common carriers used by Seller, so as to ensure delivery in an undamaged state and to secure the lowest transportation costs for the Goods. Seller is responsible for any and all damages to materials due to improper preparation for shipment, receiving, handling, and storage. Unless otherwise indicated on page 1 of this PO, all shipments shall be made F.O.B. Purchaser's designated delivery location and all shipping charges shall be prepaid. No charge for packing, shipping, carting or insurance shall be payable by Purchaser except as agreed per PO. Seller shall affix to each package bill of lading or delivery a receipt for the Goods, and each such shipment shall be accompanied by an itemized packing slip, in the absence of which Purchaser's count shall be conclusive.
7. **Invoicing and Set-Off** – Seller must submit separate invoices for each PO (clearly noting Purchaser's PO number) to **accountspayable@gasoc.com** on or after the date of shipment. Goods, installation costs, and sales tax shall be itemized separately. Freight shall be itemized on the original invoice with the Goods, if applicable. Separate invoices for freight will not be accepted. Purchaser may set-off any current or future amount owed to Seller by Purchaser against any amount owed or payable to Purchaser under this PO or other transactions between Purchaser and Seller.
8. **Title and Risk of Loss** – Title to the Goods shall pass to Purchaser when Purchaser accepts the Goods in accordance with the PO. Seller bears the risk of loss for the Goods prior to delivery and acceptance at the designated delivery point, including, if applicable, during any period of time the Goods are in Seller's storage facility, and, if applicable, after non-conforming Goods are rejected by Purchaser as provided in Section 10.
9. **Inspection and Testing, Acceptance and Notice** – (a) Purchaser's inspection and testing of the Goods shall be on Purchaser's premises unless otherwise directed by Purchaser; provided that Purchaser may also inspect the Goods during manufacture, at no cost to the Purchaser, upon reasonable notice to the Seller. All costs and expenses of any testing or inspection required of Seller by the PO or industry standards shall be paid by Seller. If Purchaser's separate or additional inspection or testing reveals that the Goods conform to the requirements of the PO, the costs incurred to conduct and perform such inspections or testing, including independent third parties, shall be borne by Purchaser; otherwise, all such costs shall be borne by Seller. Purchaser's inspection of the Goods or failure to inspect the Goods shall not release or discharge Seller from any of its obligations under this PO.  
  
(b) Purchaser shall be deemed to have accepted the Goods upon the earlier of: (i) the date of Purchaser's written notification to Seller of acceptance; or (ii) Purchaser not rejecting the Goods within fourteen (14) days from the date of Purchaser's receipt of the Goods. Upon Purchaser's acceptance of the Goods, Seller warrants that Purchaser shall have good, free, clear and marketable title to the Goods, unencumbered by any lien, encumbrance, claim or security interest arising, by operation of law or otherwise. Payment shall not constitute acceptance.  
  
(c) In the event that Seller receives notice or bulletins relating to recalls, alerts or other issues or concerns regarding the Goods, or parts thereof, Seller agrees to promptly provide such information to Purchaser by email to **suppliernotice@gatrans.com**. Seller agrees that it will put the manufacturer and/or provider of Goods on notice of these terms and conditions, and ensure compliance therewith.

**Proprietary and Confidential**

- 10. Non-conforming Goods** – (a) Purchaser may reject any Goods that do not conform to the specifications and warranties of the Goods and with the terms and conditions hereof. Purchaser's acceptance of any non-conforming Goods shall not constitute a waiver of its right to reject future deliveries, nor deprive Purchaser of its right to revoke its acceptance of and to return non-conforming Goods previously delivered. Purchaser may elect to remedy any non-conformity in the Goods delivered and Seller shall reimburse Purchaser for all reasonable costs and expenses thereof.
- (b) Purchaser may revoke its acceptance of any non-conforming Goods, either before or after incorporation of them into any project, within eighteen (18) months of the date the Goods are accepted by Purchaser or twelve (12) months from the date of use by Purchaser in its operations, whichever is longer, or such other time as may be specified on the PO.
- (c) Purchaser may return non-conforming Goods at Seller's expense (including transportation and handling costs); F.O.B. Purchaser's designated delivery location. At Purchaser's option, Seller must replace the non-conforming Goods with Goods complying with the specifications and warranties for the Goods, F.O.B. Purchaser's designated delivery location. If Seller fails to so replace non-conforming Goods, Purchaser may replace them at Seller's sole cost and expense. Seller may not substitute other goods for returned or rejected Goods without Purchaser's written instructions and agreement. Purchaser reserves all other rights and remedies to which it may be entitled against Seller for non-conforming Goods.
- 11. Warranty** – (a) In addition to warranties from Seller, the manufacturer or otherwise, Seller warrants that the Goods delivered hereunder will conform strictly to the specifications, drawings, and/or sample(s) specified or furnished, will be new and of recent manufacture and original equipment not refurbished unless otherwise indicated, and will be fit and sufficient for the purpose intended, of merchantable quality, of good material and workmanship free from defect for a period of eighteen (18) months from the date the Goods are accepted by Purchaser pursuant to Section 9, or twelve (12) months from the date Purchaser first uses the Goods in its operations, whichever is longer, or such other time as may be specified on the PO, and shall be in conformity with all applicable federal, state and local laws respecting the Goods. Material cannot be fraudulent or counterfeit.
- (b) Seller further warrants that the Goods furnished hereunder shall conform to all terms, addenda, representations, affirmations, promises, descriptions, samples or models forming the basis of this PO. Seller further warrants that all services performed for or on behalf of Purchaser will be performed in a competent workmanlike manner and shall be free from faults and defects. None of the foregoing warranties and no other implied or express warranties may be disclaimed, or excluded, or modified except by written agreement signed by an authorized Purchaser representative. Seller agrees to hold Purchaser harmless from all losses, damages or expenses, including, but not limited to, damage to collateral equipment and attorney's fees, which Purchaser may suffer from breach of these warranties.
- (c) All manufacturer's warranties and guaranties relating to the Goods are transferred and assigned to Purchaser upon delivery of the Goods even if prior to payment for such Goods. The warranties in this Section shall survive any inspection, delivery or acceptance of, or payment for, the Goods by Purchaser. Upon any claim by Purchaser under Seller's warranties in this Section, Seller shall replace such Goods with Goods conforming to the specifications and warranties, F.O.B. Purchaser's designated delivery location. Purchaser shall return such Goods F.O.B. Purchaser's designated delivery location at Seller's expense. In the event of failure by Seller to so replace such Goods, Purchaser may purchase replacement goods and the cost and expense thereof shall be paid by Seller, including cost of removal, packaging and transportation.
- 12. Use, Application or Installation** – The Goods will be used, applied or installed by Purchaser, unless otherwise specified. Seller shall furnish technical direction and instructions to Purchaser or its agent(s) regarding the use of the Goods. If any portion of the Goods shall prove unfit for use within twelve (12) months from date of initial use as a result of faulty or inadequate technical direction or instruction by Seller, Seller shall replace such portion of the Goods at no expense to Purchaser.
- 13. Remedies** – Purchaser's remedies hereunder shall be cumulative and in addition to all other remedies at law or in equity. Without prejudice to Purchaser's rights and remedies expressed herein or elsewhere, any breach by Seller may be deemed a total breach and Purchaser may hold Seller accountable for damages and losses resulting from such breach. In addition to and not as a limitation or alternative to the foregoing remedies, Purchaser may elect to rescind this PO, in whole or in part, refuse to accept further delivery of any Goods ordered hereunder and hold Seller accountable for damages arising or resulting therefrom. Seller shall not be liable for any consequential, indirect or incidental damages. Notwithstanding the foregoing, nothing in this Section shall be deemed to limit Purchaser's right to recover any damages, whether direct or indirect and whether or not consequential, from Seller as a result of Seller's failure to comply with the Buy American requirements in Section 22, including without limitation damages in respect of increased financing costs.

- 14. Indemnity** – Seller must indemnify, hold harmless and defend, if requested by Purchaser, Purchaser and Purchaser’s members, owners, subsidiaries, affiliates, officers, directors, employees and agents (the “Indemnified Parties”) against, any and all demands, claims, lawsuits, judgments, awards, liabilities, costs and expenses of any kind or nature (including attorney’s fees and experts’ fees) arising out of or related to this PO, or any defect in or non-conformity of the Goods or any related services, or from the negligence, strict liability or willful misconduct of Seller, its agents, employees, subcontractors or suppliers, including the failure to comply with the terms and conditions of this PO.

Seller must indemnify and defend Purchaser and the Indemnified Parties against, any and all demands, claims, lawsuits, judgments, awards, liabilities, costs and expenses arising out of or related to any claim that the Goods, or any part thereof, as well as any device or process necessarily resulting from the use thereof, infringe any patent(s), copyright(s) or other intellectual property rights. Seller shall pay all damages and costs awarded therein. If the Goods, or any part thereof, or Purchaser’s use of any part of the Goods, are enjoined, Seller shall, at its own expense, either procure for Purchaser the right to continue to use the Goods or shall replace the Goods with non-infringing Goods.

- 15. Purchaser’s Property** – All materials, including tools, furnished or specifically paid for by Purchaser are the property of Purchaser, are subject to removal by Purchaser at any time at Purchaser’s expense, must be used only in filling orders from Purchaser, must be kept separate from other materials or tools, and must be clearly identified by Seller as the property of Purchaser. Seller assumes all liability for loss or damage to such materials or tools, except for normal wear and tear, and agrees to supply detailed statements of inventory as agreed upon. In the event Seller uses Purchaser’s machinery or equipment in the performance of any services that might be required under this PO, such machinery or equipment shall be considered as being under the sole custody and control of Seller during this period of such use by Seller. Any documents or materials provided by Seller to Purchaser becomes the property of Purchaser and can be used at Purchaser’s discretion.

- 16. Assignment** – Seller shall not assign any right, obligation or interest in this PO without the prior written consent of Purchaser. Any purported or attempted assignment, subcontracting, or transfer not authorized in writing by Purchaser will be null and void.

- 17. Non-Waiver** – Failure of Purchaser to insist upon strict performance of any of these terms and conditions, or failure or delay to exercise any rights or remedies provided herein by law or equity, or to properly notify Seller in the event of breach, or the acceptance of, or payment for, any Goods hereunder, or approval of design, shall not release Seller from any of the warranties or obligations of this PO and shall not be deemed a waiver of any right of Purchaser to insist upon strict performance of these terms and conditions, regardless of when shipped, received or accepted. Any purported oral modification or rescission of this PO will not result in a waiver of any of these terms and conditions. If any provision of this PO is declared invalid, void, unlawful or otherwise unenforceable, the remaining provisions of this PO shall remain in full force and effect.

- 18. General Compliance & Governing Law** – (a) Seller acknowledges that Purchaser may use Federal loan funds in connection with this PO. Seller shall comply with all applicable federal, state, county, municipal and local laws, rule, stipulations, executive orders, regulations and ordinances. Seller acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended; the Anti-Kick-Back Act of 1986 (41 U.S.C. 51 et seq.), and the regulations issued pursuant thereto (29 C.F.R. Parts 3 and 5); 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended; and 40 U.S.C. § 3145. Seller shall obtain any licenses and permits which it may be required to hold in order to perform its obligations under this PO. Seller shall be solely responsible for and shall pay all costs and expenses associated with fines or other penalties incurred with noncompliance with any federal, state or local law, rule, regulation or ordinance pertaining to the Goods.

(b) This PO shall be governed in all respects by the laws of the State of Georgia without regard to its conflict of laws principles. The Superior Court of Walton County, Georgia shall have jurisdiction over and be the appropriate venue for any dispute between the parties that is not submitted to arbitration pursuant to Section 33.

(c) GTC maintains a conflicts of interest policy pursuant to which every employee and Director of GTC is expected to avoid situations that might reasonably be construed as intended to influence their independent judgment. The Seller, its subcontractors, suppliers, and their respective employees are strongly discouraged from acts which create conflicts of interest, or any appearance of conflicts of interest.

- 19. Safety Compliance** – (a) Seller shall comply with any safety regulations and programs of Purchaser applicable to Purchaser’s premises. Seller represents and warrants that all equipment and work practices shall conform to all industrial safety standards,

**Proprietary and Confidential**

including but not limited to, those established under the Federal Occupational Safety and Health Act of 1970 (Public Law 91-596) ("OSHA"), Georgia High Voltage Safety Act (O.C.G.A. § 46-3-30 et. seq.), the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, et. seq) and the National Electrical Safety Code (NESC), and all applicable federal, state and local laws, rules and regulations. If Purchaser determines that the nature of the work being performed by Seller (such as work to be performed in the vicinity of energized equipment) requires Seller's employees, subcontractors or suppliers to attend Integrated Transmission System ("ITS") classes, Seller shall coordinate with Purchaser's designated representative and shall cause such individuals to attend ITS classes at Purchaser's training center before commencing the work.

(b) If required by Purchaser, Seller agrees that it shall comply with the applicable safety standards established under OSHA and the regulations promulgated thereunder at all times when performing services as part of the Goods provided to Purchaser under this PO. Before work begins, OSHA requires the disclosure of certain known information regarding hazardous conditions that may be present or arise depending on the services being performed, the project site or other factors. If Purchaser determines that a disclosure pursuant to applicable OSHA standards is warranted, then Purchaser shall provide Seller with a Hazard Information Sheet ("HIS") and a Contactor Representative Information Transfer Acknowledgement ("ITA"). Seller must execute and return the ITA before commencing any services under the PO. Upon Purchaser's request, Seller agrees to sign additional ITAs, recertifying Seller's commitment to the OSHA standards. Seller, in turn, shall ensure that each of its employees, subcontractors and suppliers, prior to beginning work, is instructed about the hazardous conditions relevant to their services that the Seller is aware of, including the information in the HIS, and that proof that the information has been transmitted to subcontractors and suppliers will be provided by Seller at the request of Purchaser. Seller shall advise Purchaser of any hazardous conditions found during the performance of the services that were not disclosed previously. Seller shall also provide such information to Purchaser by email to **GTC-Hazard-Info@gatrans.com** as soon as possible after discovering the hazardous condition. Seller and Purchaser further agree to conduct any meetings necessary to coordinate their respective work rules before Seller performs any services under the PO.

- 20. Hazardous Substances & Environmental Compliance** – Seller is responsible for adhering to all federal, state, and local environmental laws, regulations, ordinances, and other legal mandates pertaining to the protection of the environment, health and public welfare, as well as any corporate environmental goals, requirements, policies, or mandates promulgated by Purchaser. Seller must notify Purchaser of any hazardous substances included in the PO and provide a Safety Data Sheet for any such item. Seller shall notify Purchaser immediately of any spill or potential issue. Seller shall promptly and thoroughly clean up any leaks or spills of any hazardous substance or waste including leaks or spills during shipment. Seller shall not dispose of any hazardous substance or waste on Purchaser's property.
- 21. Equal Opportunity** – (a) At all times while Seller is performing under this PO, Seller must comply with federal law regarding equal employment opportunity. Unless otherwise exempted by rules, regulations or orders of the Secretary of Labor, the Seller agrees that, to the extent applicable, the following clauses are incorporated by reference into this PO, and Seller agrees to comply and require any subcontractors and suppliers to comply with the requirements of each of the following clauses:
- (1) The equal opportunity clause of Executive Order 11246, as amended, and set forth in 41 C.F.R. 60-1.4(a) and 41 C.F.R. 60-1.4(b);
  - (2) The Equal Opportunity Clause for Workers with Disabilities, pursuant to the Department of Labor ("DOL") Regulations under § 503 of the Rehabilitation Act of 1973, as amended, as set forth in 41 C.F.R. 60-741.5(a). Purchaser and Seller shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities;
  - (3) The Equal Opportunity Clause for VEVRAA Protected Veterans, pursuant to the DOL Regulations under § 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and set forth in 41 C.F.R. 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans;
  - (4) The notification requirements to employees regarding their rights under federal labor laws pursuant to Executive Order 13496 and 29 C.F.R. part 471, appendix A to subpart A; and
  - (5) All applicable rules and related implementing regulations for the above.
- (b) By accepting this PO, Seller certifies that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 C.F.R. 60-1.8.

**Proprietary and Confidential**

(c) Seller shall include the provisions of items (1) through (5) of subsection (a) above in, and make such provisions applicable to, every subcontract or purchase order entered into by Seller in connection with this PO unless exempted by any applicable rules, regulations or orders (including, with respect to item (1), the rules, regulations and orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, dated September 24, 1965) so that such provisions shall be binding upon each applicable subcontractor or supplier. Seller shall take such action with respect to any such subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the agency, Seller may request the United States to enter into such litigation to protect the interests of the United States.

- 22. Buy American** – In the performance of this PO, Seller shall use or furnish or cause to be used or furnished only unmanufactured articles, materials and supplies which have been mined or produced in the United States or any eligible country, and only manufactured articles, materials and supplies which have been manufactured in the United States or any eligible country substantially all from articles, materials and supplies mined, produced or manufactured, as the case may be, in the United States or any eligible country, except to the extent the Rural Utilities Services (RUS) shall have previously determined that such shall be impracticable or that the cost thereof shall be unreasonable. (See 7 C.F.R. 1726.15 and 7 C.F.R. Part 1787). For purposes of this Section, an “eligible country” is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and United States suppliers to the markets of that country, as determined by the United States Trade Representative. Seller shall provide to Purchaser such information, documents, and certificates as may be requested by Purchaser or the Administrator of the RUS from time to time with respect to any Goods furnished under this PO, including without limitation Rural Utilities Service Form 213. Seller shall verify that the Goods comply with the requirements of this Section prior to Seller’s execution of the PO.
- 23. Debarment And Suspension** – Seller represents and warrants that neither it nor any of its “principals” (as defined in 2 C.F.R. Part 180) is presently debarred, suspended, proposed for debarment, voluntarily excluded or declared ineligible by any Federal department or agency from participation in any “covered transaction” (as defined in 2 C.F.R. Part 417). Seller agrees to comply with Subpart C [Responsibilities of Participants Regarding Transactions] of 2 C.F.R. Part 417, in connection with the performance of this PO. Seller further agrees to cause any person, firm, corporation or entity performing services or providing goods (i) which relate to performance under this PO and (ii) the payments for which are expected to equal or exceed \$25,000 (or such other amount as is specified from time to time in 2 C.F.R. Part 417.220(b)), to provide a representation and warranty and agreement substantially identical to the representation and warranty and agreement set forth in the first two sentences of this Section.
- 24. Lobbying** – Federal regulations (i) prohibit Purchaser from using Federal appropriated funds to pay any person for influencing or attempting to influence certain Federal officers or agents in connection with the making of a Federal loan and (ii) require Purchaser to include the lobbying certification set forth in Appendix A to 2 C.F.R. Part 418 (the “Lobbying Certification”) in its contracts under the Federal loan. On or before the Seller’s return of the PO acknowledgement required by Section 3 hereof, Seller shall execute and deliver to Purchaser the Lobbying Certification if Seller does not already have a Lobbying Certification on file with Purchaser. If Seller already has a Lobbying Certification on file with Purchaser, Seller represents, warrants and agrees that the representations made in such Lobbying Certification are true and correct as of the date of this PO. By accepting this PO, Seller represents, warrants and agrees that Seller (i) has read and understands the Lobby Certification; (ii) will sign additional Lobbying Certifications whenever Purchaser requests; (iii) will perform all of the requirements set forth in the Lobbying Certification; and (iv) will cause any person, firm, corporation or entity with whom Seller contracts to provide goods and services with respect to Seller’s performance under this PO to execute and deliver a Lobbying Certification to Seller.
- 25. Buy America** – If required by Purchaser, and specified in this PO, Seller shall comply with the Federal Highway Administration’s Buy America requirements found in 23 U.S.C. Sec. 313 and 23 C.F.R. 635.410.
- 26. Security Requirements** –  
If as part of provision of the Goods under the PO: (1) any Seller Resources will have or are anticipated by Purchaser to need: (A) vendor remote access (including Interactive Remote Access and system-to-system remote access) to Purchaser Equipment; or (B) on-site electronic access to Purchaser Equipment; or (C) unescorted physical access to specified areas where such Purchaser Equipment is housed; or (D) information access related to such Purchaser Equipment; or (2) the Seller will provide software or equipment for use by or with Purchaser Equipment; or (3) Confidential Information will be stored on or transmitted using Seller Equipment; then the following provisions shall apply:

**Proprietary and Confidential**

(a) Seller shall take, and cause its Subcontractors to take, reasonable and necessary measures to ensure that Seller Equipment does not harm, or allow harm, to Purchaser Equipment. Such reasonable and necessary measures shall include, as applicable to the type of access Seller is granted: (1) continuous use of network firewall protection configured to deny by default any unnecessary communications with Purchaser Equipment; (2) continuous use of up-to-date malware prevention and detection software; (3) maintaining up-to-date security patches and upgrades for all software; (4) configuring all Seller Equipment consistent with the principle of least privilege; (5) checking for viruses and data integrity before sending any data to Purchaser Equipment and not sending any data with detected viruses or failed data integrity validations; (6) implementing policies and procedures to address the security of access that are consistent with Purchaser's access management policies and procedures; (7) coordinating with Purchaser on all controls for remote access to Purchaser Equipment, regardless of interactivity; (8) ensuring that Seller Resources accessing Purchaser Equipment, facilities, or information are uniquely identified and that accounts are not shared; (9) training all personnel with access to Purchaser Equipment on utilization of such security measures; and (10) maintaining appropriate licenses for all Seller Equipment and, upon Purchaser's request, providing evidence of licenses. Seller shall not be permitted to use Removable Media on Purchaser Equipment. Seller will permit and cooperate with Purchaser's scan of Seller Equipment to detect viruses and malicious codes and ensure compliance with the provisions of this subsection.

(b) Seller shall provide: (1) evidence of verification of software integrity and authenticity of all software (including operating systems, firmware, and patches provided by Seller or its Subcontractor related to the Goods or Seller Equipment; and (2) a method approved by Purchaser to verify the software integrity and authenticity, including the identity of the software source, of all software (including operating systems), firmware, and patches related to the Services.

(c) Seller shall maintain and adhere to policies or procedures to address the disclosure and remediation of vulnerabilities and material defects related to the Goods and Seller Equipment, including the following:

(1) Prior to furnishing the Goods, Seller shall notify Purchaser of known vulnerabilities and material defects related to the Goods and Seller Equipment, including the potential impact, the status of mitigation or remediation efforts, and any recommended compensating security controls;

(2) Seller shall notify Purchaser within five (5) calendar days of newly discovered vulnerabilities or material defects related to the Goods and Seller Equipment, including content as set forth in (1) above. This obligation shall continue for five (5) years after the Goods are furnished to Purchaser;

(3) Security-related technical issues shall be communicated to a single technical point of contact (e.g., a company email address or phone number), as specified by the Purchaser; and

(4) Seller consents to Purchaser's disclosure of any vulnerabilities or material defects in the Goods and Seller Equipment provided to Purchaser to: (A) the Electricity Information Sharing and Analysis Center, the Industrial Control Systems Cyber Emergency Response Team, or any equivalent entity; (B) any entity when necessary to preserve the reliability of the Purchaser's systems or facilities as determined by Purchaser in its sole discretion; or (C) any entity required by applicable law, notwithstanding any other limitation in this Agreement.

(d) Seller shall notify Purchaser within four (4) hours when: (1) access by Seller Resources to Purchaser Equipment or other facilities is no longer needed to provide the Goods or Seller Equipment, (2) Seller Resources with such access are terminated, suspended, or otherwise no longer active, (3) any adverse changes to any such individual Seller Resource's background history are identified, or (4) Seller reasonably believes that any Seller Resources pose a threat to the safe working environment at or to any Purchaser property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee or Purchaser information.

(e) Upon occurrence of any of the events specified in Section 26(d), Seller will take all steps reasonably necessary to immediately deny such Seller Resources electronic and physical access to Purchaser information and Purchaser Equipment, including, but not limited to, removing and securing individual credentials and access badges, access tokens or key fobs, and laptops, as applicable, and will return to Purchaser any Purchaser-issued property. Seller will immediately notify Purchaser what steps were taken.

(f) Seller shall notify Purchaser immediately, but, in no case later than twenty-four (24) hours following discovery, of any incident related to the Goods or Seller Equipment that poses a cybersecurity risk or other security risk to Purchaser or Purchaser Equipment, or Purchaser's Confidential Information. The notice shall include a detailed summary of the facts and circumstances of the incident, including dates and times of all significant events, the cause (known or suspected), any Confidential Information known or reasonably believed to have been disclosed, and the measures being taken to remedy the

**Proprietary and Confidential**

occurrence and to prevent recurrence. Seller shall promptly supplement its notice to Purchaser when new information becomes available.

(1) When an incident that poses a cybersecurity or other security risk to Purchaser or Purchaser Equipment is identified, Seller shall immediately implement its incident response plan, coordinate its activities thereunder with Purchaser, and cooperate with Purchaser in efforts to determine the risk to Purchaser or Purchaser Equipment posed by the incident. Seller shall cooperate with the Purchaser in any investigation of the incident, disclosures to affected parties and identifying and implementing remedial measures. Further, when Seller notifies Purchaser of such an incident, Seller shall provide a coordination resource to Purchaser on all reasonable and necessary responses related to the incident.

(g) Seller is responsible for all damages, costs and expenses (including regulatory fines and penalties) incurred by Purchaser arising from the breach by Seller or its Subcontractors of the requirements in this Section 26. Seller shall reimburse the Purchaser for any such damages, costs, and expenses within thirty (30) days from written demand by Purchaser.

(h) Where technically and reasonably feasible, equipment, data provided to the Seller or where appropriate, its Subcontractors, as well as any backup, shall reside within a secure facility of Seller's choice, restricted to the continental United States. Seller shall notify Purchaser of any service, data and/or backup that cannot be restricted to the United States.

- 27. Insurance** - Seller shall maintain in full force and effect insurance in the types and coverage amounts shown on the insurance addendum attached to the PO, if applicable. Seller will provide certificates of insurance to Purchaser evidencing Seller's coverages and limits required to fulfill this PO. Seller waives and will require its insurers to waive all rights of recovery against Purchaser. Prior to the performance of any work or installation at Purchaser's premises, Seller shall provide certificates of insurance satisfactory to Purchaser. Seller will cause its insurer to name Purchaser as an additional insured to the coverages required. These policies may not be canceled, nonrenewed, or materially changed without giving thirty (30) days prior written notice to Purchaser. Seller must ensure that each subcontractor and supplier complies with the insurance requirements in this Section.
- 28. Accounting and Records** – Seller shall maintain complete and accurate records of all amounts billable to and payments made by Purchaser under the PO according to generally accepted accounting principles. Seller shall keep these records, together with records showing Seller's payments related to the Goods, for at least ten (10) years after final payment under the PO. Purchaser and its authorized agents and representatives may audit such records during such ten (10) year period. Upon ten (10) days written notice to Seller, Purchaser may access these records at Seller's offices during normal business hours to determine the accuracy of Seller's invoices. During the performance of a PO, Purchaser or its designated representative shall have access to any manufacturers or distributor's facility, records and documents pertaining to this PO for inspection and audit.
- 29. Termination** - (a) Purchaser may terminate this PO at any time, in which event it shall pay to Seller the proportionate part of the purchase price representing the Goods delivered or services provided. Except to the extent provided in the remainder of this Section, Seller waives any and all claims for additional compensation or charges (including any claim for lost profits) as a result of termination, and Seller's sole remedy if Purchaser terminates this PO is to receive the compensation provided in the preceding sentence. If this PO covers Goods manufactured or fabricated to Purchaser's custom specifications and Purchaser terminates this PO for reasons other than Seller's default, upon notice of termination, Seller shall stop all performance hereunder and Purchaser shall pay to Seller the costs incurred (subject to a detailed summary accounting with verification) prior to Seller's receipt of the notice of termination related to the fabrication of any unfinished or unshipped Goods and Purchaser shall have no other obligation to Seller.
- (b) Purchaser may cancel any unfilled part of this PO without any liability to Seller if any proceeding, whether voluntary or involuntary, in bankruptcy or insolvency, is instituted by or against Seller, or if an assignee for the benefit of creditors or a receiver is appointed for Seller, or in the event of default by Seller.
- 30. Survival** – The terms and conditions of this PO that, by their sense, context and nature survive the termination, cancellation, expiration and/or completion of this PO, will so survive.
- 31. Force Majeure** – Neither party, without fault or negligence, shall be in default of its obligations hereunder because of force majeure, which includes only acts of God, pandemic, epidemic or other outbreak of widespread illness, acts of the public enemy, riot, civil commotion, expropriation or condemnation of Purchaser's or Seller's facilities, hurricanes, floods, droughts,



**Proprietary and Confidential**

fires, explosions, sabotage, terrorism, war, police or hostile action, or other catastrophes, acts or omissions of a governmental authority. Each party shall give notice to the other as soon as possible of any event of force majeure which potentially affects its performance hereunder. Force majeure shall not operate to excuse, but only to delay the PO's fulfillment.

**32. Confidentiality** – Seller acknowledges that all specifications, drawings, technical information, data and other Confidential Information furnished to Seller in connection with this PO are submitted confidentially and solely for Seller's use in performing its obligations hereunder and may not be transmitted to any other person, firm, corporation or entity, or used in connection with the manufacture or sale of any materials or products, other than the Goods, without the specific written authorization from Purchaser. The recipient of Confidential Information shall, at the conclusion of the PO, or upon its termination, return, upon request, or certify the destruction of the Confidential Information (originals and copies) to the disclosing party. Seller shall be responsible for any breach of this Section by its employees, agents, subcontractors or suppliers and shall hold harmless and indemnify Purchaser from any damages caused by any unauthorized disclosure. Seller shall provide written notice of any breach of this provision within five (5) business days after the date Seller causes or becomes aware of such breach.

**33. Dispute Resolution** – (a) Any dispute arising out of or relating to the PO shall be resolved in accordance with this Section. Any dispute shall first be referred to representatives designated by the Seller and Purchaser for resolution on an informal basis, with the resolution process initiated upon written notice by either party's designated representative to the other ("Dispute Notice"). The designated representatives shall meet promptly (and as often as they reasonably deem necessary), negotiate in good faith and endeavor to reach a resolution of the dispute within fifteen (15) days after the Dispute Notice. If the designated representatives do not resolve the dispute within the fifteen (15) day time period, each party shall designate a senior representative of its executive management within twenty (20) days after the Dispute Notice, and the dispute will promptly be referred to such senior representatives. The senior representatives must then meet within fifteen (15) days after both senior representatives have been designated to attempt to resolve the dispute.

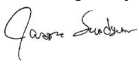
(b) If the senior representatives of each party do not meet within the fifteen (15) day period or are unable to resolve the dispute within ten (10) days after their initial meeting regarding the dispute, the parties shall confer with each other as to whether mediation of the dispute through a third-party neutral mediator is mutually agreeable. If mediation is agreeable, then the parties shall mutually select such neutral and proceed to mediate the dispute within sixty (60) days of such selection.

(c) In the event the parties are unable to resolve the dispute through the informal procedures or mediation above, Purchaser may, in its sole discretion and election, require that said dispute be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") according to its Commercial Arbitration Rules. The arbitration must be heard and determined by a panel of three (3) arbitrators selected by the AAA, and each arbitrator must be an attorney having experience and familiarity with similar disputes. The arbitration proceeding must occur in Atlanta, Georgia. Each party must bear its own costs relating to arbitration, and the parties must equally divide the arbitrators' fees. No arbitration award may provide any remedy beyond those permitted under this PO, and any award purporting to provide a remedy beyond those permitted under the PO must be vacated.

(d) No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Purchaser may, without waiving any remedy under this PO, seek from the Superior Court of Walton County, Georgia any interim or provisional relief that Purchaser deems necessary to protect its Confidential Information and property rights, pending arbitration.

(e) Pending final resolution of any claim, legal action or arbitration proceeding, unless otherwise directed by Purchaser, Seller shall diligently proceed with performance under the PO and Purchaser shall continue to make payments to Seller in accordance with the PO.

Approved and Issued by:

DocuSigned by:  
  
981D171F193040C...

2/23/2021