

## **PURCHASE ORDER MASTER AGREEMENT**

This Purchase Order Master Agreement (“Agreement”) is incorporated into and made a part of the mutually agreed upon purchase order (“Purchase Order”) between the parties. In the event of any conflict between the terms of this Agreement and the terms of the Purchase Order, the terms of this Agreement shall control. This Agreement shall govern the purchase by Purchaser of products and/or services (“Products” and “Services”) from Seller as described in the Purchase Order. “Purchaser” and “Seller” are also identified in the Purchase Order.

In consideration of the premises and mutual promises contained herein, and intending to be legally bound, Purchaser and Seller agree as follows:

1. **Sale of Products and Services.**

Purchaser agrees to buy from Seller and Seller agrees to provide to Purchaser and its Affiliates the Products and Services described in the Purchase Order. Pricing for the Products and Services shall be in accordance with the Purchase Order. Shipping charges and sales taxes and any reimbursable expenses that are to be paid by Purchaser to Seller shall be expressly identified and described on the Purchase Order. Purchaser shall not be liable for any charges that are not expressly identified and described on the Purchase Order, including, without limitation, any taxes, freight charges, delivery charges, fuel charges, service charges, or other expenses of any nature. Seller shall invoice Purchaser as described in the Purchase Order. Payments shall be made by Purchaser within sixty (60) days of its receipt of a valid, undisputed invoice. Purchaser shall have no obligation to pay any interest on payments. This Agreement is nonexclusive. Purchaser has no obligation to purchase a minimum amount of Products or Services.

2. **Term of Agreement; Termination.**

The term of this Agreement will begin on the date the first Purchase Order between Purchaser and Seller that incorporates its terms is accepted, and this Agreement shall govern any subsequent Purchase Orders that incorporate its terms. Purchaser may terminate this Agreement and/or any Purchase Order for convenience upon thirty (30) days’ written notice.

3. **Ownership.**

Title of all Products shall pass to Purchaser on delivery to Purchaser. Risk of loss shall remain with Seller until delivery of such Products to Purchaser. Seller shall take all reasonable precautions to prevent loss, damage, theft or destruction of such Products during transit. If any Services involve the production of deliverables for Purchaser (“Deliverables”) Seller hereby transfers, conveys and assigns to Purchaser all right, title and interest in and to such Deliverables, including, without limitation, all patent rights, trademark rights, copyrights, and all related goodwill and licenses therefrom granted to Seller (all collectively, “Ownership Rights”). Seller shall execute any other documents deemed to be necessary by Purchaser to effectuate Purchaser’s rights under this Section 4. Seller agrees, represents and warrants that with respect to its employees, vendors, contractors, subcontractors, and any other personnel that may perform work in connection with the Deliverables from time to time (collectively “Personnel”), Seller has secured or, prior to such Personnel performing any work for Purchaser, will secure from such Personnel any and all agreements that are necessary to transfer all Ownership Rights to Purchaser and require the Personnel to execute any other documents deemed to be necessary by Purchaser to effectuate Purchaser’s rights as described herein.

4. **Warranties; Acceptance.**

Seller represents and warrants, to Purchaser, the following:

4.1 ***Performance.*** The Products, Services and Deliverables shall (i) be free from material defects and be performed and produced in a good and workmanlike manner and with due care, and (ii) strictly conform to the specifications, referenced standards, samples, drawings, designs and other requirements (including performance guarantees) provided by Seller to Purchaser.

4.2 ***Intellectual Property.*** The Products, Services and Deliverables and the use thereof do not and shall not infringe any third party patents, copyrights, trademarks, trade names, service marks, or other intellectual property rights.

4.3 ***Compliance with Law.*** Seller is and shall remain in compliance with all federal, state, local and international laws, rules, practices, regulations, regulatory guidance, standards, and orders applicable to the Services (“Applicable Law”).

4.4 ***Acceptance.*** Purchaser shall have forty-five (45) days (the “Acceptance Period”) after a Product or Deliverable is delivered or a Service is performed to evaluate such Product, Deliverable or Service to determine whether it conforms to the warranties stated in this Section 4. Purchaser shall, within seven (7) days after the end of the Acceptance Period, send to Seller either a written notice of acceptance or a written notice of rejection that includes a detailed description of any non-conformities with the warranties stated in this Section 4. If Purchaser rejects the Product, Deliverable or Service, Seller shall have thirty (30) days (the “Remediation Period”) to correct the nonconformities and deliver a corrected version to Purchaser. The Acceptance Period shall then begin anew with respect to such corrected version. If Seller fails to deliver a corrected version to Purchaser during the Remediation Period, Purchaser shall have no obligation to pay for the rejected Product, Deliverable or Service. All fees paid by Purchaser in connection with the rejected Product, Deliverable or Service shall be refunded to Purchaser by Seller within ten (10) days of Seller’s receipt of a request for such refund.

5. **Confidentiality.**

5.1 All information, whether oral or written or via computer disk or electronic media, to which a party is given access or which is made available by one party to the other, whether directly or through a third party at the disclosing party’s request, is referred to hereinafter as “Confidential Information.” Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data, organizational records and cost structures, product and business requirements, and information about or from a party’s vendors or employees whether received before or after the date hereof. Confidential Information also includes (i) all customer and consumer information, (ii) employee information, (iii) information that is either nonpublic personal information or personally identifiable information, including, without limitation, names, addresses, telephone numbers, fax numbers, electronic mail addresses, web universal resource locators (URLs), Internet Protocol (IP) addresses, vehicle identifiers, account numbers, birthdates, social security numbers, fingerprint or biometric data, genetic information, demographic, financial and transactional information, all medical records and information relating to medical records, including, without limitation, all medical record numbers, health plan beneficiary numbers, dates of admission, account numbers, and certificate/license numbers, all whether received before or after the Effective Date (“Personal Information”). The term “Purchaser” also includes any parent, subsidiary or affiliate of Purchaser. Personal Information is a subset of Confidential Information.

5.2 Except as expressly provided below or with the disclosing party's prior written consent, the receiving party agrees: (i) to hold all Confidential Information of the disclosing party in confidence, (ii) that Confidential Information of the disclosing party will not be accessed by, disclosed, made available or transferred to any third party, (iii) that it will not use any Confidential Information except as necessary in connection with this Agreement, and (iv) that Confidential Information shall be protected as required by law and regulations. Notwithstanding anything to the contrary in this Agreement, Purchaser may disclose information relating to this Agreement to its auditors, regulators, agents and contractors. Seller agrees to comply with all laws and regulations that are applicable to Personal Information, and, to the extent applicable to Seller's activities, all industry standards that apply to Personal Information. Seller shall have adequate and appropriate measures, policies and procedures to (a) ensure the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the disclosing party or its customers and (d) ensure the complete, secure and permanent disposal of such Confidential Information as may be directed by PNC or required by applicable law.

5.3 Seller shall notify Purchaser (and Seller shall require its Personnel to notify Purchaser) immediately if there is any actual or suspected (a) unauthorized or unlawful access to or disclosure of any Confidential Information or (b) unauthorized access to any facility, computer network or system containing any Confidential Information. With the exception of Personal Information, which shall be protected in all circumstances, it is understood and agreed that no information shall be deemed to be Confidential Information to the extent it: (i) is or becomes publicly available through no fault of the receiving party; (ii) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or (iii) is independently developed by the receiving party without reference to the disclosing party's Confidential Information. All data and Confidential Information that is submitted by Purchaser to Seller in connection with the Services or that is produced as a result of the performance of the Services is and shall remain the property of Purchaser. Seller shall have an absolute obligation, upon Purchaser's written request, to promptly return such data to Purchaser in a format that is acceptable to Purchaser.

## 6. **Indemnity; Insurance.**

Seller shall indemnify and hold Purchaser harmless against all costs, expenses (including, without limitation, attorneys' and legal fees), damages and other liabilities associated with any demand, claim, action, suit or proceeding (collectively, "Claims") that arise out of Seller's acts or omissions, violation of Applicable Law, or breach of this Agreement. Seller shall also indemnify and hold Purchaser harmless against all costs, expenses (including, without limitation, attorneys' and legal fees), damages and other liabilities associated with any Claim that is based in whole or in part on allegations that the Products, Services or Deliverables (collectively, the "Materials") or any use of the Materials infringe any patent, copyright or trademark or misappropriate any trade secret. If Purchaser's use of the Materials is enjoined or threatened, Seller shall, in the priority order indicated and at no additional cost to Purchaser: (1) procure for Purchaser the right to continue using the Materials; (2) modify the Materials so as to render them non-infringing but still functionally equivalent to the original Materials; or (3) provide substitute non-infringing Materials that are both functionally equivalent to the original Materials and acceptable to Purchaser. If Purchaser reasonably believes that the Materials may infringe any third party intellectual property right, then Purchaser may, in its sole discretion, terminate in whole or in part this Agreement. In the event of such a termination, Seller shall issue to Purchaser a prompt refund of all fees paid by Purchaser in connection with the infringing Materials. Seller agrees to maintain, at Seller's sole expense, insurance in the amounts required by Purchaser.

7. **Notices.**

All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or by nationally recognized overnight courier service, or if sent by facsimile transmission with confirmation of delivery, to the address set forth in the Purchase Order.

8. **Miscellaneous.**

8.1 ***Corporate Graphics & Information.*** Seller will not display or use Purchaser's corporate identity graphics or Purchaser's name without Purchaser's express written consent.

8.2 ***Audits.*** Seller shall permit Purchaser, any government entity, or Purchaser's designee to access and audit Seller's facilities and systems and the facilities and systems of Seller's Personnel (or will obtain for Purchaser the right of access, as the case may be) and applicable books and records as often as is reasonably necessary to facilitate Purchaser's compliance with any federal or state law, rule, regulation, or guidance applicable to Purchaser, and to confirm Seller's compliance with this Agreement. In connection with Purchaser's obligations under certain laws, regulations, regulatory guidance and guidelines, Purchaser periodically performs an analysis of each of its vendors' practices and financial strengths. Seller shall comply with the reasonable requests of Purchaser that are made in connection with such analysis of Seller. If any audit results in a conclusion that Seller is not in compliance with Applicable Law, audit or regulatory requirement or guidance, or other requirement or policy set forth or described in this Agreement, or results in the identification of any control deficiency or other error or deficiency that could reasonably be expected to have an adverse impact on Purchaser, then Seller will promptly and at its sole expense correct the noncompliance, error or deficiency.

8.3 ***Successors and Assigns.*** Seller shall not assign or transfer its obligations under this Agreement to any third party without the prior written consent of Purchaser.

8.4 ***No Subcontracting or Off-Shoring.*** Seller shall not subcontract or delegate performance of all or any part of its obligations hereunder without the prior written consent of Purchaser. Purchaser's consent to any subcontracting or delegation of its performance by Seller shall not relieve Seller of any of Seller's duties or obligations hereunder. Seller shall be liable for all acts or omissions of its Personnel and anyone employed directly or indirectly, by such Personnel. Seller shall not use off-shore resources to perform any or all of Seller's obligations hereunder without the prior written consent of Purchaser, which may be provided in Purchaser's sole discretion. At any time and in its sole discretion, Purchaser may require Seller to return processes outside of the United States to Seller locations located in the United States of America.

8.5 ***Third Party Software Product.*** Purchaser may use a third party software product to facilitate the automated ordering and payment of Products and Services under this Agreement. If requested by Purchaser, Seller agrees to use this solution.

8.6 ***General.*** No delay or failure on the part of either party to exercise any right or power arising hereunder will act as a waiver of such right. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the other provisions shall not be affected or impaired. This Agreement supersedes all other agreements and understandings, both written and oral, between the parties with respect to the subject matter contained herein. This Agreement may only be amended by a writing that is signed by each party. The parties consent to the execution of documents and the presentation of notices using an electronic signature process selected by Purchaser. This Agreement shall be governed by the laws of the

Commonwealth of Pennsylvania, without regard to its conflicts of law's provisions. Seller hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in Allegheny County, Pennsylvania. Seller understands it shall serve as an independent contractor, and under no circumstances shall it be, or be deemed to be, a partner, agent, servant, distributor, or employee of Purchaser in its performance hereunder. The provisions set forth in Sections 4, 5 and 6 shall survive the termination or expiration of this Agreement for any reason.