

This contract consists of these General Terms and Conditions, the cover page(s) to which these General Terms and Conditions are attached ("Cover Page"), and any referenced attachments (collectively, this "Contract"). If there is a conflict between these General Terms and Conditions and any other part of this Contract, these General Terms and Conditions will control unless and only to the extent the other part of this Contract specifically provides that a term or condition supersedes a specific term or condition in these General Terms and Conditions. As used in this Contract, "Company Parties" means Company, its affiliates and subcontractors (other than Contractor Parties), and their respective directors, officers, agents, and employees; "Contractor Parties" means Contractor, its affiliates and subcontractors, and their respective directors, officers, agents and employees; "Person" means any living person, regardless of the relationship to Company or Contractor; and each of Company and Contractor may be referred to as a "Party," and collectively as the "Parties."

1. **WORK.** Contractor will provide to Company the goods and/or services described in the section of this Contract entitled Work Description and/or "Scope of Work" (collectively, "Work"). Contractor will cause the Work to strictly conform to the description of the Work in the Work Description and/or Scope of Work and any specifications applicable to the Work. Contractor shall perform the Work (or, to the extent permitted hereunder, cause the Work to be performed) notwithstanding any labor dispute, boycott, strike, lockout or other industrial disturbance by Company or Company Parties. At any time during the term of this Contract, Company may change the Work, including the quantity, specifications, or any schedule or exhibit. In such event, Company will equitably adjust the compensation, schedule, or other terms to account for such change.
2. **PAYMENT TERMS.** Contractor will perform the Work for the price set forth in this Contract. Contractor may not charge Company more than the "TOTAL PRICE" shown on the Cover Page without the prior written approval of Company. Contractor will submit invoices with sufficient detail and documentation to allow verification of all charges. Company will pay the undisputed invoice amount within ninety (90) days following the later of satisfactory completion of the Work and receipt of a correct invoice. Contractor will pay all taxes and duties applicable to the Work.
3. **CONTRACTOR COMPLIANCE.** Contractor will comply, and cause the Contractor Parties to comply, with the following, all of which are incorporated herein by this reference: (a) good industry practices and all laws, legislation, rules, regulations, and other governmental or regulatory requirements applicable to the Work and the exercise of rights and performance of its obligations under this Contract; (b) all Company procedures and requirements, including standards specified by Company and/or set forth in this Contract regarding safety, security or health; (c) Company's Contractor Environmental Requirements ("Environmental Requirements"); and (d) Company's Standards of Conduct and Integrity for Suppliers ("Standards"). The current versions of the Environmental Requirements and Standards are available to Contractor at <https://www.pplelectric.com/utility/about-us/for-ppl-suppliers.aspx/>. Contractor is responsible for reviewing and complying with any changes to the Environmental Requirements and/or Standards published by Company at the above-referenced web address.
4. **CONTRACTOR PERSONNEL AND SUBCONTRACTORS**
  - (a) Contractor will request from Company the clearance of Contractor Parties' personnel prior to their entrance onto Company property or access to any Company systems. Contractor will supply all reasonable information requested by Company regarding such personnel. Company, at its sole discretion, may (i) determine whether and to whom to grant any clearance or access; (ii) request the removal and replacement of any personnel provided by Contractor to perform the Work; or (iii) revoke access to Company property or systems. Contractor will promptly comply with such request and not use such personnel again to perform the Work. Contractor will provide Company with Company-approved replacements at no additional cost to Company and in a timely fashion so as not to impact the performance of the Work.
  - (b) If key personnel are designated in this Contract, Contractor will assign them to the Work. Once assigned, they will not be removed, replaced, or reassigned by Contractor without Company's prior written consent. If any key personnel become unavailable for reasons beyond Contractor's control, Contractor will immediately notify Company, submit justification in sufficient detail (including proposed replacement) to permit evaluation of the impact on the Work, and secure the approval of Company for any replacement.
  - (c) Contractor will use only its own employees to perform the Work unless Company consents to the use of subcontractors in the Work Description, Scope of Work, or otherwise in writing. If Company consents to such use, every subcontract will include, at a minimum, contractual provisions that preserve and protect the rights and remedies of Company pursuant to this Contract, and provide Company with protection at least equal to that provided by this Contract. Contractor shall be responsible and liable for the performance of Work and any acts or omissions of its subcontractors under this Contract as if such Work, acts, or omissions were those of Contractor. Contractor will (i) designate Company as a third party beneficiary of all contracts with such subcontractors and (ii) ensure that each subcontract is by its terms assignable to Company at Company's option in the event of any termination by Company of this Contract for cause.
5. **DAMAGE TO PROPERTY.** Contractor will take all reasonable steps to avoid damaging or interfering with Company Parties' work and property. Contractor will not interfere with, disconnect, destroy, damage, or otherwise disturb Company Parties' work or property (including data and systems) without first obtaining Company's written consent. Contractor will reimburse Company for the cost of replacement or repair of Company Parties' work or property (including data and systems) damaged as a result of the acts or omissions of Contractor Parties.
6. **TERMINATION.** Company may terminate this Contract or any portion of the Work for its convenience, without cause and without any requirement of changed circumstances related to this Contract, at any time upon notice to Contractor. Either Party may terminate this Contract or any portion of the Work for cause at any time in the event of a material breach of this Contract by the other Party that is not cured within ten (10) days of receipt by the breaching Party of notice of such breach. In addition, Company shall have the right to terminate this Contract for cause if Contractor becomes insolvent or bankrupt and, in the event of any involuntary bankruptcy, such event is not cured or discharged within thirty (30) days. Upon termination for any reason, Contractor will: (a) terminate the Work specified in such notice, (b) assemble and deliver to Company any tangible Work in a deliverable status to the extent possible, and (c) hold for Company's direction or disposition as specified in the notice any raw materials or Work in process not in a deliverable state; and Company

will, subject to right of offset, pay Contractor in accordance with the terms of this Contract for all Work properly completed prior to the termination date and delivered to Company in conforming condition. Upon termination for Company's convenience only, Company will, in addition to the above, reimburse Contractor for the actual out-of-pocket costs reasonably incurred by Contractor in connection with such termination, which shall not include unallocated overhead, anticipated profits, or any other claims related to Work not performed after termination for convenience. The provisions of Sections 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16 and 18 and any other indemnity, warranty, confidentiality, or insurance obligations under this Contract will survive termination or expiration of this Contract.

7. **REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants that: (a) any goods or services furnished as part of the Work will (i) comply with any applicable description of the Work, including without limitation the Scope of Work, and (ii) conform to the requirements and specifications set forth in this Contract; (b) Contractor has not made and will not make any commitments inconsistent with Company's rights under this Contract; (c) goods furnished as part of the Work shall be new (unless otherwise specified in the Work Description and/or Scope of Work), first class and free of defects in design, material, workmanship and title, and no lien or security interest has attached or will attach to the Work; and (d) services furnished as part of the Work shall be performed (i) by technically competent and qualified personnel, and (ii) in accordance with generally accepted professional standards associated with the particular industry, trade, or discipline involved. In the event that the Work does not conform to these warranties at any time from commencement of the Work until one year after Company's final acceptance of the Work, Contractor, at no cost or expense to Company, will re-perform the Work to correct any nonconformity in a manner and time acceptable to Company. In the event Company does not require Contractor, or Contractor is unable in the manner and time set forth by Company, to correct any nonconformity, Contractor will not invoice Company for any non-conforming Work and will reimburse Company within thirty (30) days of Company's request if an invoice has been previously paid for the non-conforming Work.
8. **INTELLECTUAL PROPERTY.** Unless otherwise provided in this Contract, all Work is hereby deemed "work made for hire." To the extent any part of the Work is not "work made for hire," Contractor hereby assigns to Company all intellectual property rights to the Work and any other materials included in the Work or otherwise delivered to Company in connection with this Contract. Contractor shall execute documents as reasonably requested by Company in order to document, record, or perfect Company's ownership of all intellectual property rights in the Work. Company grants to Contractor a right to use the Work solely to the extent necessary for performing its obligations under this Contract. Without limiting the foregoing, Contractor will not be permitted to use any Company-provided software for the benefit of any entities other than Company without the prior written consent of Company, which may be withheld at Company's sole discretion. Notwithstanding this Section 8, if this Contract specifically provides that Contractor will retain its ownership in the Work or a portion thereof, then the Work or such portion specified will not be deemed "work made for hire," Contractor will retain ownership to its own pre-existing intellectual property rights, and Contractor hereby grants to Company Parties an unlimited, fully-paid, perpetual, irrevocable, transferable license to use the Work.
9. **CONFIDENTIALITY.** As used in this Contract, "Confidential Information" means information or material, whether tangible or intangible and in whatever form provided, that is provided by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Contract before or after the effective date and that should reasonably have been understood to be confidential or proprietary to the Disclosing Party because of legends or other markings, the circumstances of disclosure or the nature of the information itself, and includes information or materials that contain, reflect or are derived from the Confidential Information. Confidential Information also includes any information owned by a third party that was (i) disclosed by such third party to Disclosing Party subject to a confidentiality agreement, and (ii) disclosed by Disclosing Party to Receiving Party solely for use by Receiving Party in connection with this Contract. The Receiving Party agrees it will: (a) use the Confidential Information solely in connection with and pursuant to this Contract; (b) use reasonable precautions and exercise due care to maintain the confidentiality of the Confidential Information; and (c) not publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information except with the Disclosing Party's prior written consent or as otherwise permitted in this Contract. Contractor may disclose Company's Confidential Information to Contractor Parties only to the extent they need the Confidential Information in connection with Contractor's performance of its obligations hereunder and are bound by confidentiality obligations no less protective of Company than those in this Contract. Company may disclose Contractor's Confidential Information to Company Parties only to the extent they need the Confidential Information in connection with Company's performance of its obligations hereunder and are bound by confidentiality obligations no less protective of Contractor than those in this Contract. Contractor will be liable for any use or disclosure of Company's Confidential Information by Contractor Parties in violation of this Contract, and Company will be liable for any use or disclosure of Contractor's Confidential Information by Company Parties in violation of this Contract. Upon request, the Receiving Party will promptly return or, at the Disclosing Party's request, destroy all copies of the Disclosing Party's Confidential Information other than those retained solely for archival or administrative purposes. The restrictions on use and disclosure of Confidential Information in this Section 9 will not apply to any information or materials to the extent: (u) already known to the Receiving Party before receipt from the Disclosing Party; (v) it is or becomes publicly available other than through the acts of the Receiving Party; (w) it is received by the Receiving Party from a third party who, to the Receiving Party's knowledge, is not prohibited from disclosing the information to the Receiving Party by a contractual, fiduciary or other duty; (x) developed or derived by the Receiving Party without the aid, application or use of the Confidential Information; (y) authorized for disclosure in writing by the Disclosing Party, to the extent of such authorization; or (z) the Receiving Party is advised by legal counsel that it is required to disclose by law or legal process, provided, however, that prior to any such disclosure, the Receiving Party will give the Disclosing Party as much advance notice of the requirement as is practical, will cooperate with the Disclosing Party at the Disclosing Party's expense to protect against disclosure, and if disclosure is still required, then disclose only such part of the Confidential Information that its legal counsel advises it must disclose and only to the extent of its compliance with such law or legal process. In the event that Company provides Contractor with access to any non-public personal information of Company employees or customers ("Personal Information") in connection with the performance of this Contract, Contractor will comply with all Company procedures and practices for protecting the confidentiality, security and integrity of Personal Information, in addition to the requirements of this Section 9, and the exceptions to the use or disclosure of Confidential Information in clauses (u) through (x) above shall not apply to Personal Information. In the event that Company provides Contractor with access to, or any of the Work is performed with respect to, (i) Company's BES Assets and BES Cyber Systems, including associated BES Cyber Assets, (ii) Company's Cyber Assets used in access control and monitoring of Company's Electronic Security Perimeter(s), (iii) Company's Cyber

Assets that authorize or log access to Company's Physical Security Perimeter(s) or (iv) any information relating to Company's BES Cyber Systems or BES Cyber Assets, then Contractor shall, and shall cause each applicable Contractor Party to, review and comply with all applicable North American Electric Reliability Corporation ("NERC") Standards, and all applicable Company policies and procedures that are provided to Contractor and identified by Company as pertaining to the Work. Capitalized terms used in the preceding sentence that are not defined in the Contract shall have the meaning assigned to them in the NERC Glossary of Terms Used in Reliability Standards, as amended, supplemented or modified from time to time.

In addition to the obligations under this Section 9, and except as provided in the disclosure requirements of 10 CFR Part 21, Contractor may not make any public statement or other announcement (including issuing a press release or pre-briefing any member of the press or other third party) relating to the Work or the terms or existence of this Contract without the prior written approval of Company, at its sole discretion. The obligations set forth in this Section 9 shall remain in effect for three years after the expiration or termination of this Contract. Notwithstanding the foregoing, with respect to any Personal Information, the restrictions of this Section 9 shall remain in effect indefinitely from the date such Personal Information was first disclosed to or obtained or discovered by Receiving Party.

10. INDEMNITY. For purposes of this Section 10: "Claims" means claims, demands, suits, allegations, or causes of action, whether at law or in equity, and whether based on statute, regulation, rule, ordinance, code, or standard or on theories of contract, tort, strict liability or otherwise (even if such claims may be later proven false, fraudulent, or groundless regardless of whether a lawsuit has been filed); "Losses" mean all losses, liabilities, fines, penalties, obligations, assessments, awards, deficiencies, costs and expenses whatsoever and Damages, including the costs of settlements, litigation, arbitration, judgments, penalties and interest, documented attorneys' fees, consultants' fees and other professional fees and disbursements and expenses (including documented attorneys' fees and litigation expenses incurred in establishing or enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers); and "Damages" means any and all losses, costs, damages, injuries, liabilities, penalties and interest, including legal fees and expenses, suffered or incurred by any Company Party as a result of any Claim. For the avoidance of doubt, Claims includes, but is not limited to, investigations conducted by any governmental agencies and entities. Contractor shall indemnify, defend, and hold harmless Company Parties from and against all Claims and Losses related to, arising out of, based upon, occasioned by, or in connection with Claims brought against any or all Company Parties:
- (a) arising from or in any manner relating to any Contractor Party's performance of the Work, presence or activity at Company's property, or failure to comply with the terms of this Contract, whether (i) arising from or in any manner relating to the active, passive, concurrent, or sole negligence, including gross negligence, or other legal fault of one or more Contractor Parties, the active, passive, concurrent or sole negligence, including gross negligence, or other legal fault of one or more Company Parties, or the active, passive, or concurrent negligence, including gross negligence, or other legal fault of both one or more Contractor Parties and one or more Company Parties, or (ii) based on tort, contract, or any other legal theory.
  - (b) by or on behalf of employees of Contractor and/or any or all subcontractors ("Contractor Party Employees") whether or not such Contractor Party Employees have been declared to have "common law" or "employee" status with respect to the Work performed under this Contract. Such Claims include those arising from or in any manner relating to injuries to or death of Contractor Party Employees, whether (i) arising from or in any manner relating to the active, passive, concurrent, or sole negligence, including gross negligence, or other legal fault of one or more Contractor Parties, the active, passive, concurrent or sole negligence, including gross negligence, or other legal fault of one or more Company Parties, or the active, passive, or concurrent negligence, including gross negligence, or other legal fault of both one or more Contractor Parties and one or more of Company Parties, or (ii) based on tort, contract, or any other legal theory. Contractor expressly acknowledges and agrees that the indemnity provided for in this Section 10(b) shall not be limited by the provisions of any Workers' Compensation Act or other similar statute or provisions. On behalf of Contractor Parties, as between Company Parties and Contractor Parties, Contractor expressly waives any and all immunity Contractor Parties may have for injuries to or death of Contractor Party Employees under the Pennsylvania Workers' Compensation Act or similar statutes or provisions.
  - (c) Any governmental body, agency, other regulatory authority or other third party (including Contractor Party Employees) to the extent arising from failure to pay premiums, contributions, or taxes payable under any workers' compensation, unemployment compensation, disability benefit, pension benefit, medical benefit, or tax withholding laws as well as liability under immigration laws, state or federal anti-discrimination statutes, state or federal wage payment or wage and hour laws, the Occupational Safety and Health Act, the Employee Retirement Income Security Act, the Affordable Care Act, or any other state or federal statute which exposes an employer to liability arising out of the employment relationship for which Company is alleged to be liable.
  - (d) by or on behalf of third parties arising out of or connected with any infringement or alleged infringement of any patent, copyright, trademark, service mark, trade or business secret, or other intellectual property right of such third parties in connection with any Contractor Party's performance and delivery of the Work hereunder or Company's use thereof. In addition to the indemnity obligation set forth in this Section 10(d), Contractor at its expense shall (i) use its best efforts to procure for Company a license to use such goods or services or part thereof on terms no more restrictive than those contained in this Contract; (ii) if the result described in (i) above is not possible, even after the use of Contractor's best efforts, then Contractor shall use its best efforts to modify the goods or services so as not to infringe any third party's intellectual property rights, provided that such modification results in the goods or services being equally suitable and functionally equivalent; and/or (iii) if the results described in (i) and (ii) above are not possible, even after the use of Contractor's best efforts, then Contractor shall provide Company with substitute or replacement goods and/or services and a right to use the same, provided that such goods and/or services shall (alone or in combination with the portion of the goods and/or services not subject to the third party's Claim) perform in an equally suitable and functionally equivalent manner. In the event Contractor is not able to accomplish either of (i), (ii), or (iii) above, then such failure shall constitute a material breach by Contractor hereunder entitling Company to exercise all rights and remedies in connection therewith (including the right to terminate this Contract upon written notice to Contractor and to require Contractor to refund a pro rata portion of any amounts paid by Company for the relevant Work).

- (e) with respect to non-payment of any amounts due to any or all of the subcontractors pursuant to any or all of the subcontracts that are payable in connection with the Work.
- (f) arising from or in any manner relating to any act or omission of any Contractor Party that results in, or causes in whole or in part, a breach or disclosure of data or information from Company's computer systems or systems of third parties on which Company's data and information, including Personal Information, is stored, unless such act or omission was expressly and specifically required pursuant to the Scope of Work and made in accordance with all of the terms and conditions of this Contract.

Contractor's duty to defend arising under this Section 10 shall be with counsel reasonably acceptable to Company, and Contractor shall cause such counsel to consult with Company on all major decisions relating to Claims. Contractor shall not, without the prior written consent of each applicable Company party, settle or compromise, or permit a default judgment or a consent to entry of any judgment with respect to, any Claim for which Contractor has indemnification obligations under this Contract, unless such settlement or compromise or judgment is solely for the payment of money and includes a full, unconditional release of each applicable Company Party with respect to all liability related to such Claim. Company reserves the right to defend itself at its own expense and, in the event that Contractor fails to timely assume or diligently conduct the defense of any Claim under this Section 10 or Company reasonably concludes that there may be legal defenses available to any Company Party which are different from or additional to, or inconsistent with, those available to Contractor, Company shall have the right to select up to one separate counsel to participate in such action or proceeding on its own behalf at Contractor's expense. Contractor's monetary obligations under this Section 10 shall not be limited to the amount of insurance coverage carried or required to be carried by Contractor under this Agreement or limited in any way by any limitation on the amount or type of Damages, compensation or benefits payable by or for Contractor or any subcontractor or Company Party under any insurance policy or workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

Contractor acknowledges that the Parties are contractually allocating the risks described in Section 10 to Contractor. **It is the intent of Section 10 to absolve and protect Company from any and all Losses or Damages arising in whole or in part out of any alleged active, passive, or concurrent negligence, including gross negligence, of Company Parties.** The defense and indemnity provided in this Section 10 shall survive the expiration or termination of this Contract, including to the extent third party liability arises after performance of this Contract.

11. CFATS. Contractor shall be responsible for complying with any applicable Department of Homeland Security ("DHS") Chemical Facility Anti-Terrorism Standards ("CFATS") requirements, codified at 6 CFR Part 27, related to a Company property and/or facility. The DHS CFATS program regulates certain chemicals of interest ("COI") identified in Appendix A to CFATS, 6 CFR Part 27, and imposes certain requirements on facilities that possess a COI. Contractor must notify Company at least thirty (30) days in advance of any plans to bring any COI onto the relevant Company property and/or facility, and must obtain Company's written approval prior to bringing any COI onto the relevant Company property and/or facility. If providing such notice and obtaining such approval is not possible within this time frame, Contractor shall notify Company as soon as reasonably possible, and in any event must have Company's written approval prior to bringing any COI onto the relevant Company property and/or facility.
12. OTHER REGULATORY COMPLIANCE PROVISIONS.
  - (a) Company and Contractor shall, unless specifically exempted by law, perform its obligations under this Contract in full compliance with all applicable equal employment opportunity and affirmative action requirements including, but not limited to, those relating to: (i) equal employment opportunity and non segregated facilities; (ii) the utilization of minority business enterprises; (iii) Executive Order 11246, as amended and the implementing regulations at 41 CFR Part 60-1 et seq.; (iv) the Vietnam Era Readjustment Assistance Act of 1974, and the implementing regulations at 41 CFR Part 60-300 et seq.; (v) the Rehabilitation Act of 1973 and the implementing regulations at 41 CFR 60-741 et seq. and other requirements relating to the employment of veterans and disabled persons, and all amendments thereto and all regulations, rules and orders issued thereunder; and (vi) the notification requirements established by 29 CFR Section 471, including displaying the required poster found at 29 CFR Section 471 Appendix A of Part A. **These laws, regulations and executive orders prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, national origin, religion, sex, sexual orientation or gender identity. Moreover, these laws, regulations and orders require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**
  - (b) Contractor shall use its best efforts to assure that Small, Small Disadvantaged and Women Owned Small Business Concerns ("SSDWOSBCs") are given equitable opportunity to compete for procurements resulting from this Contract. In this regard, Contractor shall comply with the requirements in 48 CFR 52.219-8, which is hereby incorporated by reference. Contractor shall also agree to participate in the SSDWOSBC set aside plan as required by 48 CFR 52.219-9.
  - (c) On or before the fifth (5th) day of each calendar month, Contractor shall provide Company with a report detailing Contractor's spend during the previous month with diverse businesses in support of the Work. Contractor shall submit such reports to [SPReporting@pplweb.com](mailto:SPReporting@pplweb.com).
13. RECORDS AND INSPECTIONS. Contractor will, and will cause any Contractor Parties to, maintain books, records, accounts, documents and other information and accounting procedures and practices relating to this Contract ("Records") sufficient to analyze Contractor's (and its subcontractors') fees and charges and the performance and compliance with this Contract. Records will be retained for a minimum of three years after final payment. Contractor will conduct such audits of itself and its subcontractors to verify continuing full compliance with this Contract. During the term of this Contract and for a period of one year after final payment, Company or its

designee will have the right to access Contractor's and its subcontractors' facilities and systems during normal business hours for the purposes of inspection of the Work and to review, audit and verify Contractor Parties' fees and charges, performance and compliance with this Contract. Contractor and its subcontractors will cooperate with Company's representatives in furnishing such access, Records and assistance as may be reasonably requested. Any such audit will be at Company's expense. However, if an audit reveals the overcharging of Company by Contractor of any amount, Company may offset such amount against payments not yet made to Contractor by Company under this Contract and/or Company shall be entitled to an immediate refund of such amount from Contractor. In addition, if an audit reveals (a) the overcharging of Company by Contractor of three percent (3.0%) or more, or (b) any other material breach of this Contract, Contractor will promptly reimburse Company for all costs and expenses of the audit and correct any other material breach revealed by any such audit. Company may then perform additional audits at Contractor's expense until an audit shows no overcharges or material breach.

14. **ASSIGNMENT AND DELEGATION.** Contractor will not assign any of its rights or delegate its performance arising under or relating to this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner, to any third party without the prior written consent of Company. For the purposes of this Section 14, change of control is deemed an assignment of rights. Any assignment or delegation in violation of this Section 14 will be null and void.
15. **DAMAGES.** To the extent permitted by applicable law, in no event will either Party be responsible or liable to the other Party for any indirect, incidental, consequential, special, exemplary, or punitive damages, even if that Party has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy of any kind, under any contract, negligence, strict liability or other theory, arising out of or relating in any way to this Contract or its implementation. For purposes of clarity, the foregoing shall in no way limit the Contractor's indemnity obligations as set forth elsewhere in this Contract.
16. **GOVERNING LAW; FORUM; JURY WAIVER.** All matters arising under or relating to this Contract will be governed by the laws of the Commonwealth of Pennsylvania, notwithstanding conflicts of law rules. Contractor will bring any legal action or proceeding arising out of or relating to this Contract in federal courts in the Eastern District of Pennsylvania or in the state courts in Lehigh County, Pennsylvania. Contractor consents to the exclusive jurisdiction of such courts for the purpose of all legal actions and proceedings arising out of or relating to this Contract. Each Party waives, to the fullest extent permitted by law, any objection that it may now or later have to the laying of venue as provided in this Section 16 and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.
17. **FORCE MAJEURE.** Except as otherwise expressly provided herein, neither Party shall be responsible or liable to the other for any loss or damage for failure or delay in the performance of their respective obligations due to causes that were beyond the reasonable control (each, an "event of Force Majeure") of the performing Party, including without limitation: acts of civil or military authority (including courts and regulatory agencies), acts of nature (excluding normal or seasonal weather conditions), war, riot, terrorism, insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, and unusually severe floods. Whenever either Party has knowledge of any kind that an event of Force Majeure is delaying or threatens to delay the timely performance of the obligations called for by this provision, that Party shall promptly give written notice thereof, including all relevant information with respect thereto, to the other Party. Subject to the provisions of this Section 17 set forth below, the time for performance under this Contract (including the transmittal of monies but not the obligation to pay) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, and such extension of time shall constitute the sole remedy of either Party with respect to such delay:
- (a) Neither Party may claim the benefit of this Section 17 unless the delay and/or failure to perform are due to causes beyond its reasonable control and without its fault or negligence.
  - (b) Any delay and/or failure to perform by a supplier or subcontractor at any tier of either Party shall not be excusable unless such delay and/or failure to perform arises out of causes beyond the control of the Party claiming the benefit of this provision, and the supplies or services to be furnished by that Party's supplier or subcontractor are not obtainable from other sources at comparable costs in sufficient time to permit its obligations to be met pursuant to this Contract.
  - (c) The Party claiming the benefit of this Section 17 shall use all reasonable diligence to remove the cause of delay and/or failure to perform as quickly as possible, but shall not be required to settle strikes or other labor difficulties against its best judgment.
  - (d) In all cases the time extension due to an event of Force Majeure shall be held to a minimum but under no circumstances shall it exceed the actual time lost.

Notwithstanding anything to the contrary in the foregoing and for the avoidance of doubt, the following shall not constitute an event of Force Majeure:

- (i) late or interrupted delivery of, or failure of, any Contractor Party's tools, machinery, equipment, spare parts or consumables or materials, except to the extent caused by any event or circumstance that would otherwise qualify as an event of Force Majeure;
- (ii) non-performance or delay in performance by any Contractor Party unless such non-performance or delay is caused directly by an event of Force Majeure;
- (iii) boycotts, strikes, lockouts, other industrial disturbances or unavailability of, or with respect to, laborers or Contractor Parties, or collective bargaining agreements of any Contractor Party;

- (iv) boycotts, strikes, lockouts, or other industrial disturbances with respect to Company or Company Parties, or collective bargaining agreement of Company or any Company Party;
- (v) the failure of any Contractor Party to engage appropriately qualified subcontractors or personnel or an adequate number of personnel for the performance of the relevant tasks;
- (vi) wear and tear or random flaws in materials or any Contractor Party's tools, equipment or machinery or breakdown in or degradation of any Contractor Party's tools, equipment or machinery, except to the extent caused by any event or circumstance that would otherwise qualify as an event of Force Majeure; or
- (viii) economic hardship, labor unavailability; any changes in costs, prices, market conditions or wage rates; any inability or failure to pay money; or any inability to raise financing.

**18. MISCELLANEOUS.**

- (a) Time. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under this Contract and each, every and all of the terms, conditions and provisions herein, and that prompt and timely performance of all such obligations, terms, conditions and provisions is strictly required. Any waiver of strict performance with the terms, conditions and provisions herein must be expressly agreed to in writing by Company.
- (b) Independent Contractor. Contractor is an independent contractor, and nothing in this Contract will be construed as creating a partnership, joint venture, principal and agent, or employer and employee relationship between Company and any Contractor Parties. Contractor will have no authority to hire any Persons on behalf of Company or incur any debt, liability or obligation of any nature for or on behalf of Company. All Persons whom Contractor employs will be deemed solely the employees of Contractor and will not be considered employees of Company for any purposes.
- (c) Insurance. Contractor's insurance policies applicable to the Work and this Contract shall identify Company as an additional insured and provide waiver of subrogation in favor of Company. If a specific insurance requirement is included elsewhere in this Contract, such specific insurance requirement will supersede the following sentence. Contractor shall at a minimum carry insurance coverages of such types and in such amounts as is customary for the type of Work being performed by Contractor hereunder.
- (d) Notices. Each Party giving a notice under this Contract will give the notice in writing to the address on the Cover Page or to such other address designated by the Parties. Unless otherwise specified, the notice to Company is to be provided to the Company Analyst at the address shown directly below for this individual on the Cover Page. Notice is effective only upon delivery to such address.
- (e) General Meaning. The term "including" in this Contract will be deemed to mean "including but not limited to."
- (f) Amendments. No change, amendment or modification of any of the provisions of this Contract will be binding unless in writing that identifies itself as an amendment to this Contract and is signed by Company and Contractor.
- (g) Entire Agreement. This Contract constitutes the final agreement between the Parties and is the complete and exclusive expression of the Parties' agreement on the matters contained in this Contract. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Contract are expressly merged into and superseded by this Contract. Any language on Contractor's invoices or other preprinted Contractor forms shall not modify the terms of this Contract and shall not be enforceable against Company.
- (h) Enforceability. The Parties desire that the rights and obligations set forth herein be enforced to the maximum extent permitted by applicable law. If any provision of this Contract or its application to either Party or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application of that provision to the other Party or to other circumstances is not affected and is to be enforced to the fullest extent permitted by applicable law, provided that such enforcement does not materially change the underlying business arrangement. This Contract is binding upon, and inures to the benefit of, the Parties' respective permitted successors and assigns.
- (i) No Waiver. It is understood and agreed that any delay, waiver, or omission by Company to exercise any right arising from any breach or default by Contractor of any of the terms of this Contract shall not be construed to be a waiver by Company of any subsequent breach or default by Contractor.