

TERMS & CONDITIONS OF PURCHASE

The terms and conditions of this document ("General Conditions") along with the provisions on the face of any Purchase Order in which it is referenced, hyperlinked, or to which it is attached ("Specific Conditions") (together with the General Conditions, the "Contract"), govern the parties' duties, obligations and relationship with respect to the sale by the vendor described on the face of the Purchase Order ("Vendor") and the purchase, acceptance and use by Convergent of the goods and/or services (collectively, "Products") described on the face of the Purchase Order. In the event of any inconsistency between the General Conditions and the Specific Conditions, the Specific Conditions shall override or supplement (as applicable) the Purchase Order to the extent of the inconsistency. For any purchase orders issued for the purpose of obtaining Products for subsequent resale, "Customer" means the entity with whom Convergent has contracted for receipt of the Products provided by Vendor. "Convergent" means the Convergent entity issuing this Purchase Order. Convergent and Vendor shall be individually referred to as "Party" and collectively referred to as "Parties."

1. **Scope of Agreement.** Notwithstanding anything to the contrary in this Contract, this Contract shall be superseded by a fully executed, binding written agreement between the Parties that is active and in force on the date of the Purchase Order covering the Products listed on the Purchase Order; in such, cases the terms and conditions of such written agreement shall take precedence and this Contract shall not apply. Otherwise, this Contract constitutes the entire agreement between the Parties and may only be amended by written agreement signed by Vendor and Convergent's authorized representatives. Any terms or conditions set forth in or incorporated by reference in any of Vendor's proposals, price sheets, invoices, confirmations, or other documents are not incorporated into this Purchase Order, and Convergent specifically rejects such terms and conditions.
2. **Acceptance.** Vendor shall be deemed to have made an unqualified acceptance of this Contract on the earliest of the following to occur: (a) Convergent's receipt of a copy of this Contract (or any document in which this is referenced, hyperlinked, or to which it is attached) signed or otherwise accepted by Vendor, (b) Vendor's affirmative acknowledgment of this Contract or Purchase Order, (c) Vendor's commencement of manufacture or delivery of the Products, (d) Vendor's acceptance of any payment from Convergent, (e) Vendor's failure to object to these terms and conditions within ten days of receipt of this Contract (or any document in which this is referenced, hyperlinked, or to which it is attached) or (f) any other event constituting acceptance under applicable law.
3. **General Conditions.** Vendor shall obtain, fabricate, manufacture, or provision the Products according to the terms herein. Vendor shall supply the Products in accordance with this Contract and at all times act diligently, prudently, honestly, faithfully and in the best interest of Convergent and (if applicable) Convergent's Customers.
4. **Reseller.** Where contemplated by the Parties, Convergent may issue Purchase Orders in its capacity as a reseller or distributor of the Products. In such event, Vendor authorizes Convergent to resell the Products to Customers and grants Convergent a nonexclusive, nontransferable, nonassignable right and license to market, distribute and sell the Products to Customers. Convergent acknowledges and agrees that the rights granted hereunder to market, distribute and sell Products are limited solely to those Products identified in the Purchase Order (and any subsequent versions or releases of those Products) and shall not apply to any other products. Nothing contained herein shall restrict Convergent from having the right to obtain or retain the rights to resell any other products, including products that are similar to or may compete with the Products.
5. **Timing.** Time is of the essence for performance of all obligations of this Contract. If delivery of acceptable Products is not completed by the time specified by Convergent, then Convergent reserves the right, without liability, in addition to its other rights and remedies, to terminate all or any part of this Contract including the applicable Purchase Order by notice effective when received by Vendor and to purchase substitute Products elsewhere and charge Vendor with any loss incurred. Convergent may delay delivery or acceptance of Products in the event of conditions beyond the reasonable control of Convergent, including, without limitation, acts or order of any government or agency or official thereof or failure of the government to act where such action is required, pandemic or epidemic, diseases, quarantines, unavoidable casualties, acts of any civil or military authority, riot, insurrections and civil disturbances, war, strikes, lockouts or other labor disputes, fire or unusually severe weather, other catastrophes or any other similar occurrences beyond Convergent's reasonable control. Vendor shall hold the Products pending Convergent's direction and Convergent shall be liable only for direct and reasonable increased costs incurred by Vendor by reason of Convergent's instructions.
6. **Delivery.** Seller shall deliver the Products F.O.B. Destination. Unless otherwise specified, Vendor shall pay all shipping and delivery costs. Vendor shall pack, mark and ship Products in accordance with Convergent's specifications, so as to prevent damage or deterioration, and in compliance with all applicable packaging laws. Vendor shall include with each shipment such documents as Convergent may require from time to time, including, without limitation, a packing slip showing Convergent's purchase order number, item numbers and sufficient other particulars to identify the Products, certificates of analysis and a Bill of Lading showing quantities delivered by lot number (collectively, the "Delivery Documents"). Convergent's count shall be accepted as final on all shipments not accompanied by packing lists. Convergent will not pay any charges for any containers, packaging, boxing, crating, marking, delivery, transportation, storage or other charges unless otherwise specified herein, and Vendor will pay all premium freight costs over normal freight costs if Vendor needs to use an expedited shipping method to meet delivery dates due to its own acts or omissions. Convergent shall have the right at any time to specify the carrier and/or the method of transportation to be employed in conveying the Products, upon proper adjustment being made to cover any difference in transportation cost agreed upon herein. Deliveries are to be made only in quantities and at times specified in schedules furnished by Convergent. Convergent may from time to time change delivery schedules. Time is of the essence with respect to delivery of Products. Vendor shall immediately notify Convergent of any actual or potential delivery delays. Title to and risk of loss of Products shall remain with Seller until delivery to the F.O.B point.
7. **Invoicing and Payment.** Vendor shall submit invoices in accordance with the instructions indicated in the Specific Conditions. If not so specified, Vendor shall submit its invoice after the Products have been received and accepted. Sixty (60) days following receipt of correct invoice from Vendor, Convergent shall pay Vendor the amount due. Payment to Vendor shall not constitute acceptance of Products.
8. **Cancellations/Returns:** Convergent may, in its sole discretion, on written notice to Vendor, without liability or penalty, terminate any order, in whole or in part, prior to the delivery or provisioning of the Products with or without cause. Convergent may return for a full refund Products purchased under this Contract to Vendor for any or no reason; provided that: (a) Convergent returns the Products undamaged within 30 business days of receipt; and (b) returns are made at Convergent's expense and risk of loss. Refunds shall be promptly issued using the same method used for payment. Vendor shall pay all applicable taxes, all transportation charges, both ways on rejected items. In the event delivery and/or quantity of any items is not in accordance with the Purchase Order, Convergent shall have the right to cancel the Purchase Order, in whole or in part, by written notice thereof to Vendor.
9. **Inspection and Acceptance.** Convergent and the Customer shall have the right to inspect the Products prior to acceptance. Notwithstanding inspection, test or acceptance, should any items be found not compliant as to delivery, quality and/or quantity, Convergent may, as it sees fit, use such portion or said items that are in accordance with the order, or are urgently required, without notice to Vendor, and such use shall not be deemed an acceptance of the whole, as to delivery, quality and/or quantity, and shall not prejudice Convergent's right to reject that portion of said Products that are not compliant, or to recover back from Vendor any amount already paid for such Products.
10. **Pricing.** All pricing is firm. Convergent shall not be billed at prices higher than stated on the Purchase Order unless authorized by an amendment issued and executed by Convergent. The price and all unit prices shown in the Purchase Order shall be deemed to include all costs of and compensation for Vendor's performance hereunder. Vendor represents that the price charged for the Products covered by this Purchase Order is the lowest price charged by Vendor to buyers of a class similar to Buyer under conditions similar to those specified in this Purchase Order and that prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Vendor agrees that any price reduction made in Products of the type covered by this Purchase Order subsequent to the placement of this Purchase Order will be applicable to this Purchase Order. If prices in effect on the date of this Purchase Order are reduced prior to date of shipment or billing, the Products subject to this Purchase Order shall be billed at such lower price. Except as otherwise provided in this Purchase Order, the agreed price of this Purchase Order is not subject to increase for any reason whatsoever, including without limitation, changes in the cost of any Products to be furnished and/or installed hereunder or increases in wages.
11. **Security Interest.** Convergent hereby grants Vendor a security interest in all Products sold by Vendor to Convergent until Convergent has paid Vendor in full for such Products, but only for amounts which are due and outstanding under the Purchase Order, and only to the extent such Products have not been installed for and/or transferred to Customers.
12. **Warranty. A. Product Warranties.** Vendor warrants to Convergent that for a period of 1 year from the acceptance of the Product by any Customer (the "Warranty Period"): (a) the Product is free from defects in material and workmanship and fit and safe for use consistent with applicable product documentation and specifications; (b) the Product will conform to and perform substantially to the applicable product documentation and specifications; (c) the Product is free from defects in design; (d) the Product will comply with all applicable laws, rules, and regulations; and (e) Convergent and its Customers will receive the Products, free and clear of all encumbrances; and (f) the Products are new and do not contain used or reconditioned parts. To the extent the Products include software, Vendor further warrants that for the Warranty Period: (g) the Products contain no Harmful Code; and (h) Vendor has not incorporated open source materials into the Products in such a way that creates obligations for Vendor or End Users to grant, or purport to grant, any rights with respect to the Products or associated software or systems. "Harmful Code" means vulnerabilities, viruses, worms, time bombs, key-locks, Trojan horses and other malicious code, files, scripts, agents or programs that could disrupt or interfere with the operation of the Products or equipment or networks upon which the Products operate. **B. Intellectual Property Warranties.** Vendor represents and warrants that: (a) the Products are either (i) the original work of Vendor and Vendor owns all intellectual property rights in the Products; or (ii) Vendor has obtained all necessary right, title, and interest to comply with its obligations under the Contract; (b) neither the Products, nor the marketing, sale, and use of the Products, nor anything in or contemplated by the Contract, infringes on or misappropriates any third-party Intellectual Property Rights; and (c) Vendor has obtained all necessary releases, licenses, and other authorizations to allow Convergent and Customer to make full use of all Products. **C. Services Warranties.** If applicable, professional services or support services shall be performed in a good, timely and workmanlike manner using personnel of required skill, experience, and qualifications in conformity with industry standards and, if applicable, agreed-upon service level agreements; and for professional services, if applicable, for the duration of the Warranty Period. During the applicable Warranty Period, if Products do not comply with the warranties in this Contract, in addition to other remedies available at law or in this Contract, Vendor shall: (a) remedy any non-conformance in order to bring the Product into conformance; (b) repair or replace such Products; or (c) render a refund plus any inspection, test, and transportation charges paid by Convergent. For hardware Products, Convergent shall ship, at Vendor's expense and risk of loss, such Products to Vendor and Vendor will, at Vendor's expense and risk of loss, return any repaired or replaced Product to a location designated by Convergent in a timely manner. If services do not comply with the warranties in this Contract, in addition to other remedies available at law or in this Contract, Vendor shall promptly reperform the services or otherwise remedy any non-conformance with the services. Vendor shall Indemnify Convergent from all Losses arising out of Vendor's failure to remedy a breach of warranty in a timely manner.
13. **Consequential Damages.** TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY FOR INDEMNIFICATION, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY NOR ANY OF ITS RESPECTIVE REPRESENTATIVES SHALL BE LIABLE TO ANY PARTY TO THIS CONTRACT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
14. **Indemnity.** To the maximum extent permitted by applicable law, Vendor shall indemnify, defend, and hold harmless (hereinafter, "Indemnify") Convergent (including but not limited to Convergent's owners, officers, directors, and employees) and its affiliates, end users, successors, and permitted assigns (collectively, "Indemnified Party") from and against any and all losses, damages, liabilities, obligations, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to all direct or consequential compensatory or punitive damages, reasonable attorneys' fees, costs, expenses, and the costs of enforcing any right to indemnification under this Contract (collectively, "Losses"), whether based on tort, contract, warranty, or any other theories of recovery, relating to, arising out of, or resulting from: (a) breach under this Contract by Vendor; (b) any negligent or more culpable act or omission of Vendor (including any gross negligence, recklessness, or willful misconduct) in connection with the performance of Vendor's obligations under this Contract or the Product; (c) any Product malfunction of any defective Products; (d) Vendor's misrepresentation of the product's functions, features, or capabilities; (e) information data security or privacy incidents, harms, or damages caused by Vendor; (f) any bodily injury, death of any

person or entity, or damage to real or tangible personal property caused by the acts or omissions of Vendor; (g) any failure by Vendor to comply with any applicable law; and (h) claims by or on behalf of Vendor's personnel.

15. **IP Infringement.** Vendor is in the best position to know and understand the Products it is providing. As such, Vendor agrees to indemnify, defend, and hold Convergent harmless from any and all costs incurred as a result of any claim for infringement of any intellectual property rights, including but not limited to patents, copyrights, trademarks, or trade secrets, whether registered or unregistered. This indemnification shall not apply to the extent the infringement is due to any special designs provided by Convergent, or changes, modifications, or unique uses by Convergent. Convergent agrees upon receiving a request from Vendor after being put on notice of such claims, to allow Vendor to defend or settle any suit or controversy and Vendor agrees to satisfy any judgment or settlement of such claims. If a court prohibits future use of any Products because of an infringement, then Vendor shall have the option to procure the rights to use said Products for Convergent from the complaining party, or replace said Products with non-infringing Products, or to refund the purchase price of said Products to Convergent.
16. **Data Privacy.** If Convergent is purchasing Products in its capacity as a reseller or distributor of the Products and sells such products to a Customer, and to the extent Customer personal data is processed by Vendor's Products or by Vendor, Vendor agrees and acknowledges that Customer is the data controller and that Vendor (and not Convergent) shall be considered the data processor of such Customer personal data. Upon request, Vendor shall cooperate with Customer to execute directly with Customer any required or desired data processing addendum ("Vendor DPA") or information security addendum. Convergent expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility, for the Customer personal data that is processed by the Products or Vendor except to the extent of processing by Convergent personnel. Vendor will comply with all applicable privacy and data protection laws with respect to any personal data that Vendor processes or in connection with the performance of any services for Customer.
17. **Information Security.** Vendor shall implement administrative, technical and organizational measures to ensure the information security, confidentiality, integrity, availability and resilience of the Products and Vendor's information systems appropriate to the information security risks presented by such Products and systems. Vendor shall validate the effectiveness of such measures at least annually.
18. **Changes.** At any time prior to shipment, Convergent may make changes to the Products to be delivered. In such an event, the contract price and timetable shall be modified accordingly in writing. Vendor may not begin work on the changes until written authorization has been received from Convergent, at which time the changes become part of the Purchase Order.
19. **Confidentiality and Conflict of Interest.** Any and all information concerning Convergent or the Customer's business is strictly confidential and shall not be used or disclosed for any other purposes but to supply the Products. Vendor shall conduct its business and provide its Products in such a manner as not to create a situation of conflict of interest with Convergent or the Customer.
20. **Convergent's Customer(s).** If Convergent is purchasing Products in its capacity as a reseller or distributor of the Products, Vendor's warranties, guarantees, and obligations in any agreement between Vendor and Convergent, including obligations to indemnify and hold harmless shall be in favor of both Convergent and all Customers (regardless if identified specifically herein), and both Convergent and Customers shall have the right to enforce them.
21. **Termination.** Convergent may terminate this Purchase Order, in whole or in part, for convenience or cause. In the event of termination for convenience, Convergent shall pay Vendor for Products provided up to the effective date of the termination. Vendor shall not be entitled to any further recovery, including loss of anticipated profits. All provisions naturally and reasonably providing rights to the parties subsequent to termination or expiration of this Purchase Order shall survive such termination or expiration. If termination is due to Vendor's default or breach of any condition hereof, including, without limitation, breach of warranty or by Vendor's delay, except delay due to causes beyond Vendor's control and without Vendor's fault or negligence, Convergent shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall indemnify Convergent for any damages arising out of or resulting from, Vendor's breach or default. If it is determined that Convergent improperly terminated this Purchase Order by breach or default, such termination shall be deemed to be for Convergent's convenience.
22. **Assignment.** Vendor may not assign this Purchase Order without the consent of Convergent, which consent shall not be unreasonably delayed, conditioned, or withheld.
23. **Waiver.** No delay or omission by Convergent to exercise any right or power accruing upon any non-compliance or default by Vendor with respect to any of the terms of this Purchase Order shall be construed as a waiver of such non-compliance or default of any preceding or succeeding breach. Convergent shall not be deemed to have waived any matter under this Purchase Order unless it has given Vendor a written notice of such waiver.
24. **Safety.** Vendor shall take all reasonable safety precautions in the performance of this Purchase Order and shall comply with all safety measures initiated by Convergent at the delivery location and with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property. Vendor shall immediately report to Convergent any injuries to any employees or agents or Vendor's subcontractors or suppliers, which occur at the delivery location. Vendors operating without a safety program will be required to comply with Convergent's Subcontractor Safety Guidelines.
25. **Insurance.** Vendor shall maintain the following insurance coverage during the term of this Purchase Order and shall provide certificates of insurance to Convergent prior to commencement hereunder: Worker's Compensation – Statutory Limits; Commercial General Liability – \$2,000,000 per occurrence/aggregate \$2,000,000 general aggregate; Employer's Liability – \$1,000,000 per occurrence /aggregate; Automobile Liability – \$2,000,000 per occurrence/aggregate; Excess/Umbrella Liability - \$5,000,000 per occurrence/aggregate; Professional Services/IP/Cyber - \$10,000,000 per occurrence/aggregate. The liability insurance policies, including Commercial General liability, Automobile liability, and Umbrella liability, shall be endorsed to provide: (1) that Convergent, including its directors, trustees, officers, partners, agents, representatives, and employees, and all other parties as required by the contract between Vendor and Convergent are named additional insureds, (2) that the insurance afforded by the policies contain a waiver of subrogation in favor of Convergent, and (3) that the coverage afforded to Convergent is primary and any other insurance in force for Convergent will be excess and will not contribute to the primary policies.
26. **End User Agreement.** If Convergent is purchasing Products in its capacity as a reseller or distributor of the Products, then Vendor, and not Convergent, is solely responsible for Customer executing any end user agreement with Vendor. Convergent is not a party to the end user agreement and has no liability or obligations whatsoever under, arising out or relating to any end user agreement.
27. **Compliance With Statutes and Government Requirements.** Vendor warrants and certifies that all Products have been and will be produced in compliance with and subject to (a) all applicable federal, state, local and provincial laws, rules, and regulations, and amendments thereto, including those related to slavery and human trafficking, required environmental protection and health and safety procedures, issued pursuant thereto, and (b) all applicable orders and regulations of the executive and other departments, agencies and instrumentalities of the United States or Canada (as applicable) and the country(ies) in which Vendor does business. Vendor certifies compliance with the "Fair Labor Standards Act" of 1938 or Canada Labour Code (as applicable and as amended) in the performance of this Purchase Order and that any equipment or machinery sold hereunder complies with the requirements of the U.S. Occupational Safety and Health Act or Canadian Centre for Occupational Safety and Health (as applicable and as amended). Vendor shall grant Convergent from time to time access to Vendor's books, records and facilities to audit Vendor's compliance with the representations and warranties of this paragraph.
28. **Compliance.** As applicable, the parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations 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, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status or disability. If applicable, the contractor and subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports, 29 CFR § 1602.7 regarding the annual EEO-1 Report, and 29 CFR Part 471, Appendix A to Subpart A, regarding posting a notice of employee labor rights.
29. **Export Compliance:** Vendor acknowledges and understands that select parts ordered may be components, finished Products and/or technology or technical data subject to the export control laws, regulations and orders of the United States, Canada, and the trade laws of other countries. As the viewing of and/or access to such items by individuals other than U.S. citizens or permanent resident aliens is restricted under those laws, regulations and orders, Vendor agrees to notify Convergent if the Products that Convergent is purchasing has any export restrictions.
30. **Import- and Export-related Information.** Without prejudice to Convergent's rights and remedies, on Convergent's request, Vendor shall promptly provide all information necessary to export and import Products under this Purchase Order, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category numbers, and shall notify Convergent of any changes to the information provided by Vendor to export and import Products under this Purchase Order.
31. **Country of Origin:** Vendor is required to provide Convergent with an accurate Certificate of Origin specifying the country of origin, and including Vendor's name, part number(s), part description(s), and any other information that is reasonably required for customs compliance upon any and all requests. Vendor accepts financial liability for Convergent's expenses which result from an inaccurate Certificate of Origin.
32. **Supplier Code of Conduct.** Vendor acknowledges that it has read and agrees to abide by the Convergent Supply Chain Code of Conduct, available at convergent.com/terms.
33. **Independent Contractor.** In all matters relating to this Purchase Order, Convergent and Vendor shall be acting as independent contractors and nothing contained in this Purchase Order shall create the relationship of partnership, joint venture, principal and agent, licensee and licensor, or employer and employee between them.
34. **Remedies.** The rights and remedies of Convergent hereunder shall not be exclusive, but shall be cumulative and in addition to any other rights and remedies provided by any and all other clauses and paragraphs of this Purchase Order and to all other rights and remedies in law or equity including, but not limited to, the right of Convergent to set-off amounts payable to Vendor hereunder against any amounts otherwise owed to Convergent by Vendor.
35. **Governing Law; Dispute Resolution.** These Terms and Conditions of Purchase shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois if Convergent is located in the United States, the Province of Alberta if Convergent is located in Canada, and England and Wales if Convergent is located in Europe.
36. **Notices.** All notices required to be sent hereunder shall be in writing via certified mail to the receiving Party at the invoice address shown on the Purchase Order or at such other addresses as the Parties may designate to each other by like notices.
37. **Miscellaneous.** The titles to each of the provisions hereof are for convenience only and are not substantive or to be used in the interpretation thereof. For purposes of this Purchase Order and as used in Uniform Commercial Code Section 2-501, the Products ordered hereunder shall be deemed to be "identified to the contract" upon the earlier to occur (i) Vendor's commencement of the manufacture of all or any portion of this Purchase Order, or (ii) Vendor's purchase of all or a substantial part of the materials required to perform this Purchase Order. Wherever possible, each provision of this Purchase Order shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Purchase Order shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Purchase Order.
38. **Non-Discrimination.** Vendor will not discriminate against any employee or applicant because of race, color, religion, sex or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Vendor will (a) comply with all provisions of Executive Order

No. 11246 issued September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor to the extent the same are applicable to the sale of Products hereunder, (b) furnish all information and reports required therefrom, and (c) permit access to its books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation or ascertain compliance with such rules, regulations or orders. In Canada, the applicable Provincial Human Rights legislation shall apply. In addition, Vendor certifies it has not and will not employ child labor in executing work under this Purchase Order. This paragraph is binding upon Vendor's subcontractors and suppliers.