UNIVERSITY OF PITTSBURGH

GENERAL TERMS & CONDITIONS
AND INSTRUCTIONS

Unless otherwise specifically provided by separate written agreement signed by the University of Pittsburgh, these terms and conditions shall govern with respect to the Goods and/or Services (as such terms are defined below) identified in this Purchase Order (as printed on, attached to or otherwise incorporated herein by reference) (this "Order").

1. **DEFINITIONS**: Wherever used throughout this Order, the term(s):

a) "Buyer," the "University," or the "University of Pittsburgh" shall each mean the University of Pittsburgh – Of the Commonwealth System of Higher Education.
b) "Goods" shall mean all goods, equipment, materials or other articles which are the subject of the University's Order.
c) "Seller" shall mean the firm (individual person and/or entity) supplying the Goods and/or Services (as defined herein) to the University.
d) "Services" shall mean the service or services to be provided or tangible material produced or delivered in connection with the performance of the services as specified in the University's Order.
e) "University Authorized Representative" shall mean the University Buyer as set forth on the face of this Order.

2. **ADDITIONAL/DIFFERENT TERMS**:

a) If this Order has been issued by University in response to an offer by Seller, and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Order by the University shall constitute an acceptance of such offer, subject to the express condition that the Seller accept such additional and different terms herein and acknowledge that this Order shall prevail with respect to the subject matter of any such offer.
b) The University hereby gives notice of its objection to any different or additional terms (including any general terms which Seller may have incorporated in any of Seller's documents provided to the University in connection with this Order). No such additional or different terms or conditions contained in any printed form of Seller shall become part of this Order despite acceptance of this Order and any Goods and/or Services provided hereunder, unless the University specifically assents in writing to their inclusion herein.

3. **MODIFICATIONS**: An Order is valid only as written. The terms and conditions of this Order may be modified only by written instrument executed by a University Authorized Representative. Any handwritten changes on the face of this Order shall be ignored and have no legal effect unless initialed by authorized representatives of both parties.

4. **OBJECTIONS**: Seller shall be deemed to have accepted the terms and conditions of this Order unless Seller notifies University to the contrary in writing delivered to the University Authorized Representative within ten (10) days of the date of this Order. Such notification shall state the specific provisions of this Order to which Seller objects.

5. **ACCEPTANCE**: This Order shall be deemed to have been accepted on the earlier of:

a) Seller's making or signing any other form or acknowledgment (except that no additional or different terms and condition thereon shall apply except as otherwise permitted herein);
b) ten (10) days after Seller's receipt of this Order so long as there is no written notification of non-acceptance by the Seller as specified in Paragraph 4 above;
c) the shipment by Seller of any goods (or lots thereof) ordered hereby;
d) the furnishing or commencement of any services called for hereunder;
e) the acceptance of any payment by Seller hereunder; or
f) any other conduct by Seller that recognizes the existence of a contract pertaining to the subject matter hereof.

6. **REVOCATION/CANCELLATION**:

a) Prior to Seller's acceptance of this Order, the University shall have the right to revoke or withdraw this Order, in whole or in part,

without liability to the University by giving written notice as provided herein to Seller.
b) The University may for its convenience cancel this Order, in whole or in part, at any time as to all or any portion of the Goods then not shipped or Services then not performed, by giving written notice of such termination to Seller. Seller shall immediately stop all work and/or shipment of Goods hereunder and cause its suppliers and/or subcontractors to cease their work against the Order. Seller shall be paid an amount equal to the pro rata percentage of the Order price reflecting the percentage of work performed prior to notice of termination plus actual direct costs resulting from the termination. Seller shall not be paid for work performed after receipt of notice of termination nor for any costs incurred by Seller's suppliers and/or subcontractors which Seller could reasonably have avoided. Any claim for adjustment hereunder must be asserted within thirty (30) days after the date of Seller's receipt of notice of termination. In no event shall the amount to be paid by the University in connection with such termination exceed the price of this Order. No termination for convenience shall relieve Seller or University of any of its obligations as to any Goods or Services delivered hereunder prior to any such termination.

7. **CHANGES**: The University may, from time to time, unilaterally order work suspension, or make changes within the general scope of this Order, or in drawings, designs, specifications, statements of work, place of delivery, methods of shipment and packaging, and services furnished by the University. If any such change causes an increase or decrease in the price of this Order or in the time required for its performance, Seller shall promptly notify the University thereof and assert its claim for adjustment within ten (10) days after the change is ordered, and an equitable adjustment shall be negotiated. Seller's failure to advise the University in writing within the ten (10) days of the effect of any change shall constitute Seller's consent to conform to the change on the terms and conditions specified by the University. Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment, the University shall have the right to prescribe the manner of disposition of such property. Information, advice, approvals, or instructions by the University's technical personnel or other representatives of the University shall be deemed expressions of personal opinions only and shall not affect the parties' rights and obligations hereunder unless it satisfies the requirements of a modification as set forth in Paragraph 3 above.

8. **WARRANTIES**: Seller expressly warrants that:

a) all Goods furnished hereunder shall be new and unused (unless otherwise specified or agreed to in this Order);
b) all Goods and Services furnished hereunder shall conform to all requirements, specifications and appropriate standards,
c) all Goods and Services shall be free from defects, including, where applicable and without limitation, defects in material, workmanship and title. In addition, to the extent that the Goods and Services are not rendered pursuant to detailed designs or instructions furnished by University, the Goods and Services shall be free from defects in design;
d) all Goods and Services furnished hereunder shall be merchantable and will be safe and appropriate for the purposes for which Goods and Services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which the University intends to use the Goods or Services, Seller also warrants that such Goods and Services will be fit for such particular purpose;
e) all Goods and Services furnished will conform in all respects to samples, advertisements and other forms of representation made to the University regarding the Goods or Services purchased;
f) in connection with Services or technical data to be provided by Seller hereunder, such Services and/or technical data shall be performed or prepared in a professional and workmanlike manner; and
g) in performance of this Order, Seller shall comply, and all Goods or Services furnished hereunder shall be produced or furnished in full and complete compliance, with all applicable federal, state and local laws, rules, ordinances and regulations.

These warranties are in addition to warranties offered by Seller and any manufacturer and shall not be construed as restricting or limiting any warranties of Seller or such manufacturer, expressed or implied, which are provided or exist by operation of law. Inspection, test, acceptance or use of the Goods or Services furnished hereunder shall not affect Seller's obligations under this Paragraph 8, and such obligations shall survive inspection, test, acceptance and use. Seller's warranty shall run to the University, its successors, assigns and users of Goods or Services.

9. **INSPECTION**: The University reserves the right to inspect the work and activities of the Seller and its suppliers and subcontractors at all reasonable times and places before, during and after delivery of the Goods and/or Services. All materials or services are subject to final inspection and acceptance by the University at destination, not withstanding any prior payments or inspections by the University. Such final inspection shall take place within thirty (30) days from the date of delivery, installation or completion of Services, whichever is latest. The University reserves the right to reject and refuse acceptance of any or all portions of the Goods and/or Services which are nonconforming or defective. In addition to other remedies which may be available at law or in equity, the University, at its option, may return to Seller any nonconforming or defective Goods and/or Services at Seller's expense a) for a credit or refund, or b) for correction or replacement. In the event of failure of Seller to correct defects in or replace

nonconforming Goods or Services within ten (10) days, the University may without prejudice to any other remedy it may have, make such corrections or replace such Goods and Services and charge Seller with the cost incurred by the University in doing so. If University elects to accept nonconforming or defective Goods and Services, University, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the University for the nonconformity or defect.

10. **TITLE AND RISK OF LOSS**: With respect to any Goods provided under this Order, title and risk of loss shall not pass to the University until such Goods have been received, inspected and accepted by University in accordance with the terms and conditions set forth in this Order, Seller assumes full responsibility for packing, crating, marking, transporting, and liability for loss or damage in transit, notwithstanding any agreement in this Order by the University to pay freight, express or other transportation charges.

11. **COMPLIANCE:**

a) Delivery schedule. Wherever this Order sets a date or time for the delivery of Goods and/or Services, time is of the essence. Seller, at its own expense, shall exert every effort including, but not limited to, overtime or expedited routing to meet the specified delivery schedule. The University reserves the right to refuse any Goods or Services and to cancel all or any part of this Order if Seller fails to deliver all or any part of the Goods or Services in accordance with the terms and conditions of this Order. If upon receipt of this Order or at any time thereafter it is found that the Goods and/or Services cannot be delivered within the time specified in this Order, written notice thereof must be given immediately to the University Authorized Buyer as provided herein, as to the reason(s) for the delay along with the anticipated date of delivery. Any notice to the University as to possible delay shall not constitute a waiver of the University's rights under this Order, nor shall such actions in any way affect the responsibility of Seller to deliver Goods or perform specified Services in accordance with the delivery schedule prescribed by this Order.

b) Applicable federal, state, and local laws, rules, ordinances, and regulations.

1) Compliance warranty. Seller warrants, pursuant to Paragraph 8 (Warranties), that all Goods and/or Services furnished hereunder shall be produced and delivered in full and complete compliance with all applicable federal, state, and local laws, rules, ordinances, and regulations, including but not limited to requirements of the U.S. Food and Drug Administration (FDA), U.S. Consumer Product Safety Commission (CPSC), and U.S. Department of Agriculture (USDA).

2) Certificates of compliance. Upon request by the University Authorized Representative, Seller shall promptly provide all certifications of compliance required by applicable U.S. governing agencies prior to or at the time of delivery. Failure to provide such certifications in a timely manner shall constitute a nonconforming delivery under Paragraph 9 (Inspection), and the University reserves the right to reject and refuse acceptance of any Goods and/or Services that are noncompliant or for which required certifications have not been provided.

3) Failure to provide required certifications. In the event that Seller's failure to furnish required certifications results in freight delays, customs holds, or the inadmissibility of any Goods, Seller shall bear all associated costs, including but not limited to return freight, storage, duties, and any other costs incurred by the University as a result of such noncompliance. Such costs may be deducted or offset against any amounts due to Seller pursuant to Paragraph 16 (Payment Terms). This obligation is in addition to, and does not limit, the University's rights under Paragraph 13 (Termination for Default) and Paragraph 21 (Indemnification).

12. **RIGHT TO ASSURANCE**: Whenever one party to this Order acting in good faith has reason to question the other party's intent to perform, that party may demand in writing that the other party give written assurance of such party's intent to perform. In the event that a written demand is made and no assurance given with five (5) days of receipt thereof, the demanding party may treat such failure as an anticipatory repudiation of the contract formed by this Order.

13. **TERMINATION FOR DEFAULT**: The University may, without prejudice to any other rights or remedies provided by law or equity, by written notice to Seller terminate this Order in whole or in part if:

a) If Seller has been declared bankrupt, makes an assignment for the benefit of creditors or is in receivership; or
b) If Seller fails to comply with any of the terms and conditions of this Order, including, without limitation, late delivery of performance, the delivery of defective or nonconforming Goods or Services, or the failure to provide the University with reasonable assurances of future performance.

In the event of termination for default pursuant to this Paragraph 13, the University shall not be liable to Seller for any amount, and

Seller shall be liable to University for any and all losses, damages and expenses (including costs of cover) sustained by reason of the default and subsequent termination of this Order. If a determination is made that the University improperly terminated this Order pursuant to this Paragraph 13, then such termination shall be deemed to have been for the University's convenience as permitted pursuant to Paragraph 6(b) above.

14. **FORCE MAJEURE:** Neither party will be liable for any delay, failure in performance, or default under the terms and conditions of this Order or any losses relating thereto if the fulfillment of any terms or provisions of this Order is delayed or prevented by any cause which is beyond a party's reasonable control and without its fault or negligence. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of a civil or military authority, war, terrorist acts, riots, insurrections, fires, floods, earthquakes, hurricanes, disasters, epidemics, pandemics, quarantine restrictions, government regulations or restrictions, curtailment of transportation facilities, labor strikes, freight embargoes or any other circumstances of like character. The party whose performance is delayed shall promptly notify the other party of such force majeure condition, work diligently to mitigate its effects and provide workarounds and fixes, and make best efforts to resume performance as soon as practicable.

15. **PRICE WARRANTY**: Seller warrants that the price(s) for the articles or services sold the University hereunder are not less favorable than those extended to any other customer for the same or similar Goods or Services in similar quantities or scope of work. In the event Seller reduces its price(s) for such Goods or Services during the term of this Order, Seller agrees to reduce the prices hereof accordingly effective as of the date of such price reduction. Seller warrants that prices shown on this Order shall be complete, and no additional charges of any type shall be added without the University's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.

16. **PAYMENT TERMS**: The University shall process and issue a payment in US dollars a) in accordance with the "Payment Terms" on the face of this Order and after receipt of an undisputed invoice that is received at the address indicated in the "Bill To" field on the face of this Order and b) on the condition that the invoiced Goods have been delivered to the destination specified in the "Ship To" field on the face of this Order and accepted by the University or Services have been completed. If the University is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date of the invoice, whichever is later. The University may withhold payment in whole or in part for Goods or Services found by the University to be defective, untimely, or otherwise not conforming to this Order. All amounts due and payable by the University to Seller shall be subject to deduction or setoff by the University by reason of any claims the University may have against Seller whether arising out of this Order or any other transaction with the University.

17. **AUDIT AND RETENTION OF RECORDS**: The University shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Seller, its agents, suppliers and subcontractors to verify Seller's performance and all expenses submitted pursuant to the terms of this Order. Seller shall make such items available for inspection at Seller's place of business. All such items shall be retained by Seller for a minimum of three (3) years after the delivery of the Goods and/or Services.

18. **PROPRIETARY INFORMATION AND DISCLOSURE**: Seller agrees that any information disclosed by the University to Seller for the purpose of this Order shall be used only in the performance of this Order. Seller will keep the information confidential ("Confidential Information"), will not disclose it to any third party, except as authorized by the University, and will only disclose it to those within its organization who need to use it in performance of this Order. Upon completion or termination of this Order, Seller shall return all such Confidential Information to the University or make such other disposition thereof as may be directed or approved by the University. No item furnished under this Order, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by the University, shall be duplicated or used by Seller. Seller agrees that it will not, without prior written approval of the University, publicize this Order or disclose, confirm or deny any details thereof to third parties, or use the University's name in connection with Seller's sales promotion or publicity without prior written approval from the University. Nothing in this provision shall restrict Seller's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Seller or is rightfully obtained without restriction from other sources.

19. **PROPERTY RIGHTS**: All materials, tools, plans, designs, specifications, equipment, and other property either furnished by the University to Seller or individually paid for by the University, shall remain the property of the University, but the Seller assumes the risks of, and shall be responsible for, any loss thereof or damage thereto, until returned in good order to the University. Such property shall, at all times, be safely stored and properly maintained by Seller. Seller, in accordance with the provisions of this Order, but in any event upon completion thereof, shall return such property to the University or to any other person as the University may direct, in the condition in which it was received, manufactured or procured by Seller except for reasonable wear and tear and except to the extent that such property has been incorporated in the items delivered or has been reasonably consumed in performance of work under this Order.

20. **RIGHTS IN DATA OR OTHER INTELLECTUAL PROPERTY**: Unless otherwise agreed in writing, Seller agrees: a) that any computer program, software, documentation, copyrightable work, discoveries, inventions or improvements developed by Seller resulting from any performance of Services or delivery of Goods pursuant to this Order are the property of the University, and b) to assign all rights therein to the University. Seller further agrees to provide the University with any assistance which the University may require to obtain patents or copyright registrations, including the execution of any documents submitted by the University.

21. **INDEMNIFICATION**: The Seller shall defend, indemnify and hold harmless the University, its officers, employees, trustees, agents and representatives from and against any and all demands, claims, damages, liabilities, expenses, losses of every nature and kind, including, but not limited to, attorney's fees and costs, sustained or alleged to have been sustained in connection with or arising out of: i) actions or omissions of Seller resulting in any personal injury or death of any person or the damage to or destruction of any property in connection with the Services or Goods to be delivered under this Order, (ii) the breach by Seller of any of the terms and conditions set forth in this Order, (iii) defective, unsafe or non-conforming Goods supplied by Seller, or (iv) any infringement of any patent, copyright, or trademark arising out of the Services and/or the Goods covered by this Order except where such infringement results from Seller's compliance with specific written instructions provided by the University. For purposes of this Paragraph 21, Seller shall include Seller, its directors, officers, employees, agents, suppliers and subcontractors.

22. **INSURANCE**: Unless more specific insurance provisions are attached, Seller shall procure and maintain during the term of this Order, at its own expense, the following insurance coverage:

Commercial General Liability

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage (any one fire)
$10,000 Medical Expense (any one person)

Including coverage for but not limited to contractual, products, broad form property damage, personal injury, host liquor, and independent Sellers liability.

and

Automobile Liability

$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident. Coverage shall include hired car and non-owned automobiles.

Workers' Compensation

Statutory

Employer's Liability

$1,000,000 Each Accident
$1,000,000 Disease - Policy Limit
$1,000,000 Disease - Each Employee

The University is to be named as an additional insured on the insurance policies listed above. The policies described herein, and Seller's compliance with the terms and conditions of this Paragraph 22, shall be subject to approval by the University's Office of Risk Management. Seller shall provide certificates of insurance evidencing the insurance coverage required in this Order prior to commencement of Services or delivery of Goods to the Authorized University Representative.

23. **LIMITATION ON UNIVERSITY LIABILITY**: IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF

THIS ORDER. THE UNIVERSITY'S TOTAL OBLIGATION UNDER THIS ORDER IS SET FORTH IN THE "TOTAL" FIELD SET FORTH ON THE FACE OF THIS ORDER.

24. **ETHICAL STANDARDS OF CONDUCT**: Seller hereby represents that it has neither received or given gifts or gratuities to any member of the University community, nor participated in any other unethical conduct in connection with this Order. Seller recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the buyer. As such, Seller hereby assigns to the University, as the buyer of Goods and/or Services under this Order, any and all claims for such overcharges as to the Goods and/or Services purchased in connection with this Order.

25. FEDERAL AGENCY REGULATIONS: If this Order indicates on its face that it is placed under a United States Government Contract or Grant, then the Order is subject to all applicable requirements of 2 CFR § 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", Grant General Conditions (GC-1) 05/25, Federal Acquisition Regulations (FAR), and Defense Department Supplement to the Federal Acquisition Regulations (DFARS), each being incorporated herein by reference with the same effect as if they were fully set forth. **(If applicable, see Supplement A attached hereto and incorporated herein by this reference.)**

26. **ASSIGNMENTS AND SUBCONTRACTING**: Neither this Order nor any interest herein nor claim hereunder may be assigned or delegated by Seller; nor may all or substantially all of this Order be further subcontracted by Seller without the prior written consent of the University. Notwithstanding the above, Seller may, without the University's consent, assign monies due or to become due hereunder, provided that the University shall continue to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to this Order, without notice to or consent of the assignee. The University shall be given notice of any assignment and all invoices shall refer to the assignment.

27. **SAMPLES**: The University retains ownership and control of all biological specimens or samples ("Samples") sent to Seller for any type of analysis. Seller shall only use the Samples in order to provide Services requested in this Order. In addition to the indemnification set forth in Section 21, INDEMNIFICATION, of this Order, Seller shall indemnify the University for any third-party claim arising from Seller's use of the Samples outside the scope of this Order. Seller understands and agrees that all deliverables as required by this Order, including verbal support and analysis, shall be the sole and exclusive property of the University.

28. **DATA MANAGEMENT AND SECURITY:**

a) University Data. Seller agrees that it may (a) create, host, maintain, (b) receive from or on behalf of the University and/or its students, or (c) have access to, records or record systems containing University Data. "University Data" means any and all information, data, materials, works, expressions or other content that are provided to, uploaded to, stored or otherwise accessible by Seller pursuant to or in connection with this Order. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any University Data are themselves also University Data. University Data is deemed to be Confidential Information of the University. In the event of a conflict or inconsistency between this Section 28 and Section 18 Proprietary Information the terms and conditions set forth in this Section 28 shall govern and control the University Data.

b) Data Ownership. The University possesses and retains all right, title, and interest in and to University Data, and Seller's use and possession thereof is solely on the University's behalf. The University may access and copy any University Data in Seller's possession at any time, and Seller shall reasonably facilitate such access and copying promptly after the University's request.

c) Access and Use. Unless it receives the University's prior written consent, Seller: (a) shall not access, process, or otherwise use University Data other than as necessary to facilitate this Order; (b) shall not give any of its employees access to University Data except to the extent that such individual needs access to facilitate performance under this Order; and (c) shall not give any third party access to University Data, including without limitation Seller's other customers, except permitted subcontractors.

d) Data Security. Seller shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually. Without limiting Seller's obligations hereunder, Seller shall implement administrative, physical, and technical safeguards to protect University Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices (including the National Institute of Standards and Technology (NIST) Cybersecurity Framework, or other applicable industry standards for information security), and shall ensure that all such safeguards, including the manner in which University Data is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Order. University Data shall be stored in data centers located within

the continental United States and shall not be co-mingled with data from other clients of the Seller. Seller shall notify the University in writing not less than one hundred and eighty (180) days in advance of any changes in the location of University Data if, as a result of the change, University Data will be stored outside of the continental United States.

e) Data Breaches. Seller will promptly report to the University any compromise of security that it becomes aware of with regard to University Data. Seller will notify the University of any actual or reasonably suspected breach of confidentiality or security with regard to University Data as soon as reasonably practicable, but no later than four (4) hours after Seller becomes aware of such breach. Seller will cooperate with the University in investigating the breach, including, but not limited to, the provision of system, application, and access logs, conducting forensics reviews of relevant systems, imaging relevant media, and making personnel available for interview, provided that any such investigation does not unreasonably disrupt Seller's business operations. On notice of any actual or reasonably suspected breach, Seller will institute appropriate controls to maintain and preserve electronic evidence relating to the breach. Seller will reasonably cooperate with the University and any regulator or other governmental entity having jurisdiction over the University or the University Data relating to Seller's performance of this Order and possession and use of the University Data, provided that such cooperation does not unreasonably disrupt Seller's business operations. Seller agrees that it shall not inform any third party or the public of a breach of University Data without first obtaining the University's prior written consent. Seller shall reimburse the University for actual costs incurred by the University in responding to, and mitigating damages caused by any breach hereunder, including all costs of notice and/or remediation.

f) Compliance. Upon the University's written request, Seller shall promptly and accurately complete a written information security questionnaire provided by the University, or a third party on University's behalf, regarding Seller's business practices and information technology environment in relation to all University Data being handled and/or services being provided by Seller to the University pursuant to this Order. Seller shall fully cooperate with such inquiries. The University shall treat the information provided by Seller in the security questionnaire as Seller's Confidential Information.

g) Equitable Relief. Seller acknowledges that monetary damages may be inadequate to compensate for any breach of the provisions of this Section 28. Seller agrees that any such breach or threatened breach may cause irreparable injury to the University and that the University shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to the University Data, without proof of actual damages.

h) Material Breach. Seller's failure to comply with any of the provisions of this Section 28 is a material breach of this Order. In such event, and notwithstanding anything in this Order to the contrary, the University may terminate this Order effective immediately upon written notice to the Seller without further liability or obligation to Seller.

i) Artificial Intelligence ("AI") Use.

1) Permitted AI Tools. Seller may only use enterprise-grade artificial intelligence, machine learning, generative AI, or similar automated tools ("Permitted AI Tools") in connection with this Order. Seller shall not use any publicly available or consumer-facing AI Tools for this Order. Any Permitted AI Tools used by Seller must be subject to an executed agreement between Seller and the applicable AI provider that has been vetted by Seller for security and privacy compliance prior to use. Seller shall (a) pass through to the University any warranty right it receives from any third-party provider of Permitted AI Tools, to the extent such rights are assignable under the applicable agreement; and (b) will reasonably cooperate with the University in enforcing such rights, at the University's expense.

2) Compliance. Seller shall ensure that all Permitted AI Tools used in connection with this Order are used in compliance with all then-current federal, state, and local laws and regulations, as applicable. The parties agree to periodically review the compliance obligations and mutually agree on necessary updates to ensure alignment with any new or updated laws and regulations that may come into effect. Where Services involve Protected Health Information or other sensitive, confidential, or otherwise protected data, Seller shall ensure compliance with the Health Insurance Portability and Accountability Act of 1996 Security Rule, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and/or other relevant and applicable laws, rules, and regulations, and Seller may execute a Business Associate Agreement and/or any other documentation required by the University, as mutually agreed to by the parties, prior to using any Permitted AI Tool that may process such data.

3) Security Standards. All Permitted AI Tools used by Seller in connection with this Order shall maintain administrative, technical, and physical safeguards no less rigorous than those required under NIST Special Publication 800-171 Revision 2 or higher and/or the NIST Cybersecurity Framework, as may be amended from time to time, or any successor laws, rules, or

regulations replacing such NIST standards. Seller shall ensure compliance with any additional security framework required by applicable law and/or University policy based on the nature of the data involved.

4) University Data Ownership and Use. As used in this Section, "University Data" means any documents, data, information, know-how, methodologies, or any other materials owned by or belonging to the University that is input into or processed by a Permitted AI Tool in connection with this Order. Until the Order is complete or terminated, the University retains all right, title, and interest in and to University Data, including all intellectual property rights therein. The University grants Seller a nonexclusive, non-assignable license to use University Data in conjunction with Permitted AI Tools solely for the purpose of fulfilling the Order. All outputs, analyses, reports, or other materials generated by a Permissible AI Tool in connection with fulfilling the Order shall be the sole property of the University. Seller hereby assigns to the University all right, title, and interest in any such AI-generated materials to the extent they do not otherwise vest in the University by operation of law. Seller shall not, and shall not allow its Permitted AI Tool provider(s), to decompile, disassemble, modify, adapt, alter, reverse engineer, or create derivative works from University Data. Seller shall not use University Data to train, develop, or improve any Permitted AI Tool or model. Seller shall ensure that University Data is appropriately segmented within any Permitted AI Tool and is not comingled with data belonging to other parties.

5) Disclosure. Prior to fulfilling this Order Seller shall provide the University with a written list of all Permitted AI Tools, including applicable versions, used or anticipated to be used. Seller shall update such disclosure within ten (10) business days of any material change to the Permitted AI Tools used by Seller.

6) Accuracy and Liability. Seller is responsible for verifying the accuracy and reliability of any AI-generated output before delivering it to the University or using it for this Order. Seller shall use reasonable efforts to correct any errors, inaccuracies, or biases in AI-generated outputs produced under this Order and shall take necessary actions to mitigate these impacts. Notwithstanding anything to the contrary in this Section 28.i.6, any liability arising under this Section shall be subject to the limitation of liability in Section 23.

7) Bias Monitoring. Seller shall implement reasonable processes to monitor and mitigate potential issues related to fairness, accuracy, or any harmful elements in AI-generated outputs. Seller shall promptly notify the University upon discovery of any AI-generated output that is, or it suspects to be, harmful or inaccurate and shall take prompt corrective action.

8) Audit Rights. The University reserves the right, upon reasonable prior written notice, to audit Seller's use of Permitted AI Tools in connection with this Order, including, to the extent not confidential: review of applicable agreements with AI providers; security practices; and data handling procedures. Seller shall cooperate fully with any such audit.

9) Incident Notification. Seller shall notify the University in writing within forty-eight (48) hours of discovering any data breach involving a Permitted AI Tool that affects or that Seller suspects will affect University Data. Such notification shall describe the nature of the incident, the Permitted AI Tool involved, the data affected, and the steps taken or planned to address the incident.

10) All obligations set forth in this Section apply equally to any subcontractors or third parties engaged by Seller in connection with this Order. Seller shall take reasonable measures to ensure that subcontractors adhere to the obligations of this Order and shall collaborate with the University to address any significant acts or omissions by such parties with respect to Permitted AI Tool use.

29. **ACCESSIBILITY:** Seller acknowledges and warrants that the Goods provided under this Order shall remain in compliance with all applicable University policies, procedures, and Federal laws and regulations, including without limitation the requirements of Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. For all web-based content, Seller acknowledges and warrants that the Goods provided under this Order shall conform to the W3C WAI Web Content Accessibility Guidelines version 2.1 (or current version) at conformance Level AA. For all non-web content, Seller acknowledges and warrants that the Goods provided under this Order shall conform to the WCAG2ICT Guidance on Applying WCAG 2.1 to Non-Web Information and Communications Technologies (or current version). Upon written request, Seller shall provide University with accessibility testing results and/or other written documentation as assurance and verification of the state of accessibility required under this Section 29. If it is determined that the Goods provided under this Order are not fully accessible or otherwise do not comply with the applicable accessibility standards, Seller shall promptly respond to, resolve, and remediate any complaint regarding accessibility of its Goods in a timely manner and provide an updated version to the University at no cost. University reserves the right to request a timeline by which Seller shall provide evidence of compliance with accessibility standards and Seller shall provide such a timeline within a commercially reasonable time. Seller further agrees to defend, indemnify, and hold University harmless from and against all claims, costs, fines, and

other liabilities arising from or connected to accessibility, usability, or Seller's failure to comply with the requirements of this Section 29. Failure to comply with these requirements shall constitute a material breach of this Order and shall be grounds for termination of this Order by University within its sole discretion. Failure by University to exercise its termination rights under this Section 29 does not constitute a waiver of those rights.

30. **MISCELLANEOUS**:

a. This Order, including all attachments or any documents incorporated herein by reference, constitutes the complete and entire agreement by and between the University and Seller and supersedes all prior representations, understandings, and communications relating hereto. If this Order was made pursuant to a Request for Proposal ("RFP"), Request for Quotation ("RFQ"), or Request for Bid ("RFB"), the following order of precedence shall apply: 1) this Order; 2) the University's RFP, RFQ, or RFB; and 3) Seller's response to University's RFP, RFQ, or RFB.

b. The invalidity in whole or in part of any provision of this Order shall not affect the validity of other provisions.

c. The University's failure to insist, in any one or more instances, upon the performance of any term of this Order, shall not be construed as a waiver or relinquishment of the University's right to such performance or to future performance of such a term or terms, and Seller's obligation in respect thereto shall continue in full force and effect.

d. The parties hereby agree to exclude the application of the UN Convention on the International Sale of Goods (CISG) to any contract made pursuant to this Order. This Order shall be governed by the laws of the Commonwealth of Pennsylvania. Any controversy, claim or dispute arising out of or relating to this Order or the breach thereof, shall be adjudicated in the Court of Common Pleas of Allegheny County or the United States District Court for the Western District of Pennsylvania.

e. Except as otherwise provided in this Order, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth on the face of this Order.

Seller may review the University of Pittsburgh's non-discrimination statement at www.diversity.pitt.edu/notice-nondiscrimination-and-anti-harassment-policy-statement

INSTRUCTIONS

DELIVERY: Delivery is to be made only to the destination stated in this Order and must be made between 8:30 A.M. and 4:00 P.M., Monday through Friday, Eastern time, legal and University holidays excluded, unless otherwise stated on the face of this Order. The quantity term set forth in this Order shall be complied with strictly as stated. Seller is responsible for maintaining and providing proof of delivery.

FREIGHT: The University's freight terms are F.O.B. Destination, Freight Prepaid and Allowed. If shipment is indicated on this Order as F.O.B. Seller's plant, the Seller will prepay the freight charges and, if mutually agreed to, add them to the invoice. Separate freight invoices will not be accepted. Freight charges of $25 and over require supporting receipt for reimbursement. Collect shipments will be returned at Seller's expense.

SHIPPING INSURANCE: Unless otherwise instructed on the face of this Order, **Seller shall not declare any value for carriage or insurance.** If not directed otherwise, shipments shall be released to minimum value of governing classification or tariff or insured for minimum value for traceability. No shipment exceeding $10,000 shall be sent Parcel Post. No shipment exceeding $50,000 shall be sent via courier service. Seller will provide advance notice to the University of shipments exceeding $50,000.

CONSOLIDATION: Except where limited by the insurance clause above, Seller shall consolidate all shipments to the delivery point specified herein, for any one day, on one Bill of Lading.

P.O. NUMBER(S): **The University's Purchase Order Numbers must appear on all invoices, shipping documents and labels.**

PACKING, PACKAGING AND PACKING SHEETS: Seller shall use best commercial practice for packing and packaging of items to be delivered under this Order, unless otherwise specified herein. **Seller is to provide a packing sheet with the shipment.**

HAZARDOUS MATERIAL, PACKING, LABELING AND SHIPPING: Seller shall: a) package, label, transport and ship hazardous material, items containing hazardous materials, and any other regulated materials, in accordance with all applicable federal, state, and local laws, rules, ordinances and regulations, and b) furnish any appropriate Material Safety Data Sheets. Seller, prior to each hazardous or regulated material shipment, shall notify the University of: a) every article ordered or supplied under this Order or stored or to be used by Seller on University property that contains hazardous materials or any other regulated materials for which the law requires a Material Safety Data Sheet, and b) its nature and shipment data by such means of communication as will allow for the proper preparation for acceptance of delivery by the carrier of the material and shall identify same on all shipping documents.

CERTIFICATES OF COMPLIANCE: Seller shall provide any applicable certificates of compliance as required in Section 11.b) of this Order's General Terms and Conditions.

INVOICES: Seller shall render invoices as instructed on the face of the Purchase Order immediately upon delivery or completion of order.

REFUNDS: Seller will make a prompt cash refund to the University of all payments received for goods properly rejected by the University, and for any material not received but paid for.

TAXES: The University is exempt from the payment of State Sales and Use taxes on most transactions. The University shall establish the tax status on the purchase order or contract document. Tax exemption certificates will be provided to Sellers who request such documentation. The University does *not* have, nor is it required to have, a tax exemption identification number.

Supplement A
FEDERAL FLOWDOWN CLAUSES
APPLICABLE TO PURCHASES FUNDED BY FEDERAL CONTRACT OR GRANT

If this Agreement involves funds from a Federal government contract or grant (or funds from a subcontract at any tier relating to a Federal government contract or grant), then the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this Agreement. The term "FAR" means the Federal Acquisition Regulations, including revisions in effect on the date of this Agreement. The term "DFAR" means the Department of Defense Supplement to the Federal Acquisition Regulations, including revisions in effect on the date of this Agreement. Any reference to a "Disputes" clause in any of the clauses listed below shall be deemed to refer to the "Disputes" clause contained in the Prime Contract. In no event shall such reference to a "Disputes" clause be construed to allow the Service Provider, without the concurrence or approval of the University, to prosecute and appeal either directly or in the name of the University to the Contracting Officer for such Prime Contract or grant. The full text of the clauses may be found at http://www.acquisition.gov/far/current/pdf/FAR.pdf.

The following provision applies if the order is using funds from the National Institutes of Health (NIH):

NIH Notice number NOT-OD-25-160 - Policy on Enhancing Security Measures for Human Biospecimens, prohibits the distribution or sharing of human biospecimens obtained from U.S. persons (citizens or permanent residents) under NIH funding with any country of concern under 28 CFR § 202.601 (Subpart F: Determination of Countries of Concern).

The following provisions of the Federal Acquisition Regulations apply regardless of the amount of the order:

FAR 52.211-15, Defense Priority and Allocation Requirements: applies in contracts that are rated orders
FAR 52.222-10, Compliance with Copeland Act Requirements; Copeland "Anti-kickback" Act – 18 U.S.C. 874 and 40 U.S.C. 3145: applies where the order is financed in whole or in part by loans or grants from the United States, and where the contractors and subcontractors are engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works
FAR 52.222-17, Nondisplacement of Qualified Workers: applies in all service contracts that succeed contracts for performance of the same or similar work at the same location and that are not exempted by 22.1203-2 or waived in accordance with 22.1203-3
FAR 52.223-3, Hazardous Material Identification and Material Safety Data: applies if the contract will require the delivery of hazardous materials
FAR 52.225-13, Restrictions on Certain Foreign Purchases: for use in all contracts, unless an exception applies
FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement: applies in all solicitations and contracts that include the clause at 52.227-1, Authorization and Consent
FAR 52.227-11, Patent Rights – Ownership by the Contractor: applies unless an alternative patent rights clause is used in accordance with section 27.303(c), (d), or (e)
FAR 52.230-5, Cost Accounting Standards—Educational Institution: applies to negotiated contracts awarded to educational institutions, unless the contract is exempted, the contract is to be performed by an FFRDC or the provision at 48 CFR 9903.201-2(c)(6) applies
FAR 52.244-6, Subcontracts for Commercial Items: does not apply in contracts for commercial items
FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels: applies in contracts that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954, codified at 46 U.S.C.A. § 55305
DFAR 252.227-7013, Rights in Technical Data: applies to noncommercial technical data
DFAR 252.244-7000, Subcontracts for Commercial Items: applies to purchases of commercial items
DFAR 252.247–7023, Transportation of supplies by Sea: applies in all contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, except those for direct purchase of ocean transportation services
DFAR 252.247-7024, Notification of Transportation of Supplies by Sea: applies in all contracts, including contracts using FAR part 12 procedures for the acquisition of commercial items, for which the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea
FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions
FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, reporting requirement does not apply where value of the contract or grant is below $100,000
FAR 52.222-26, Equal Opportunity
FAR 52.227-11, Patent Rights-Ownership by the Contractor
FAR 52.227-13, Patent Rights-Ownership by the Government
FAR 52.223-4, Recovered Material Certification

FAR 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items

The following provision of the Federal Acquisition Regulations applies if the amount of the order exceeds $2,000 and is for construction within the United States:

FAR 52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations
The following provision of the Federal Acquisition Regulations applies to service contracts if the amount of the order exceeds $2,500 and the contract is subject to the Service Contract Act, codified at 41 U.S.C. 351, et seq.:

FAR 52.222-41, Service Contract Labor Standards: applies unless either of the following are included in the solicitation – 1) FAR 52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements; 2) FAR 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements

The following provisions of the Federal Acquisition Regulations apply if a contract is contemplated that will include the clause at 52.222-26:

FAR 52.222-21, Prohibition of Segregated Facilities
FAR 52.222-22, Previous Contracts and Compliance Reports

The following provision of the Federal Acquisition Regulations applies if, during any 12-month period, including the 12 months preceding the award of this contract, the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000:

FAR 52.222-26, Equal Opportunity

The following provision applies if the amount of the order is in excess of $15,000:

29 U.S. Code § 793, "Employment under Federal Contracts"

The following provision of the Federal Acquisition Regulations applies if the contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $15,000, and is subject to 41 U.S.C. Chapter 65:

FAR 52.222-20, Walsh-Healey Public Contracts Act

The following provision applies if, during any 12-month period, including the 12 months preceding the award of this contract, the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $20,000:

41 CFR § 60-741.5(a), Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities: **This contractor and subcontractor shall abide by the requirements of 41 CFR 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.**

The following provision of the Federal Acquisition Regulations applies if the amount of the order is in excess of $20,000:

FAR 52.222.36, Affirmative Action for Workers with Disabilities: does not apply where contract is performed totally outside of the U.S., or where Director of OFCCP or agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause

The following provision of the Federal Acquisition Regulations applies if the amount of the order is in excess of $25,000:

FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations: applies in solicitations and contracts for the provision, service, or sale of food in the U.S.

The following provision of the Federal Acquisition Regulations applies where the amount of the order exceeds $35,000:

FAR 52.209-6, Debarment and Suspension; Executive Orders 12549 and 12689: these also apply to grants

The following provisions of the Federal Acquisition Regulations apply if the amount of the order exceeds $100,000:

40 U.S.C. 327-333, "The Contract Work Hours and Safety Standards Act": applies to federal service contracts and federal and federally assisted construction contracts over $100,000

The following provisions apply if the amount of the order exceeds $150,000:

41 CFR §§ 60-300.5(a), Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Disabled Veterans, Recently Separated Veterans, Other Protected Veterans and Armed Forces Service Medal Veterans: **This contractor and subcontractor shall abide by the requirements of 41 CFR 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.**

FAR 52.222-37, Employment Reports on Veterans: does not apply where work is performed outside of the U.S.

The following provisions of the Federal Acquisition Regulations apply if the amount of the order exceeds $200,000:

FAR 52.222-35, Equal Opportunity for Veterans

The following provisions of the Federal Acquisition Regulations apply if the amount of the order exceeds the simplified acquisition threshold, or $350,000:

FAR 52.203-6, Restrictions of Subcontractor Sales to the Government

FAR 52.203-7, Anti-Kickback Procedures: does not apply where contract is for the acquisition of commercial items

FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions

FAR 52.215-2, Audit and Records: applies if order was entered into by negotiation, but does not apply where order is for the acquisition of commercial items exempted under 15.403-1

FAR 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns: does not apply where personal services contract is contemplated or work will be performed entirely outside of the U.S.

FAR 52.222-4, Contract Work Hours and Safety Standards — Overtime Compensation: applies in noncommercial contracts when the contract may require or involve the employment of laborers or mechanics and when the contracts do not involve the transportation or transmission of intelligence

FAR 52.222-54, Employment Eligibility Verification: does not apply where work is performed entirely outside of the U.S. or is for a period of performance of less than 120 days; this provision is not applicable to COTS

FAR 52.223-6, Drug-Free Workplace: applies where contractors are not individual and if the contract is not for the acquisition of a commercial item/commercial items

FAR 52.225-8, Duty-Free Entry: applies in solicitations and contracts for supplies that may be imported into the United States and for which duty-free entry may be obtained, if the value of the acquisition exceeds the simplified acquisition threshold/$350,000; alternatively applies if the value of the acquisition does not exceed the simplified acquisition threshold/$350,000, but the savings from waiving the duty is anticipated to be more than the administrative cost of waiving the duty

FAR 52.227-1, Authorization and Consent: this is optional when using simplified acquisition procedures (see FAR 13.003(a)), and is prohibited when both complete performance and delivery are outside the U.S.

FAR 52.246-16, Responsibility for Supplies: applies in solicitations and contracts for supplies, services involving the furnishing of supplies, or research and development, when a fixed-price contract is contemplated; optional when value of the contract is below the simplified acquisition threshold/$350,000 and inclusion of the clause is authorized under agency procedures

FAR 52.249-8, Default (Fixed-Price Supply and Service): applies when a fixed-price contract is contemplated; optional below the acquisition threshold/$350,000

The following provision of the Federal Acquisition Regulations applies if the amount of the order is in excess of $900,000 (or, $2.0 million for construction of any public facility):

FAR 52.219-9, Small Business Subcontracting Plan (does not apply to small business concerns): applies in solicitations and contracts that offer sub-contracting possibilities and that are required to include the clause at 52.219-8, Utilization of Small Business Concerns

The following provisions of the Federal Acquisition Regulations apply if the amount of the order is in excess of $2,500,000:

FAR 52.215-10, Price Reduction for Defective Cost or Pricing Data – Modifications: applies when contracting by negotiation, in solicitations or contracts where it is contemplated that certified cost or pricing data will be required from the contractor or any sub-contractor; the threshold for obtaining certified cost or pricing data is $2,500,000

FAR 52.215-12, Subcontractor Cost or Pricing Data: applies in solicitations and contracts where FAR 52.215-10 applies

FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications: applies when contracting by negotiation, in solicitations and contracts where it is contemplated that certified cost or pricing data will be required from the contractor or any sub-contractor, and FAR 52.215-11 has been included but FAR 25.215-10 has not been included

The following provision of the Federal Acquisition Regulations applies if the amount of the order is expected to exceed $7,500,000 and the performance period is 120 days or more:

FAR 52.203-13, Contractor Code of Business Ethics and Conduct