Terms and Conditions

1. **Purpose:** Catalyst Connection ("Catalyst") has engaged ("Vendor"), as shown in the purchase order to evaluate one or more areas of Catalyst or Catalyst's Client's ("Client") business, such as manufacturing, engineering, marketing, finance, accounting, management development and training needs. Catalyst has determined that engaging Vendor as a subcontractor will help Catalyst in fulfilling its or its Client's needs.

2. **Deliverables:** "Deliverables" are hereby defined as, but not limited to: all software, including both object code and source code (hereinafter "Software"), all plans, drawings, specifications, data, ideas, concepts, designs, sketches, models, improvements, inventions, reports, or other tangible or intangible work product in whole or in part conceived or produced by Vendor for Catalyst and/or its Client pursuant to the Purchase Order and any Change Order(s) thereto. Vendor shall supply and deliver all Deliverables as instructed by Catalyst either to Catalyst itself, its designee or its Client. Catalyst's and its Client's review and approval taken on the Deliverables is for their convenience and shall not relieve or discharge Vendor either expressly or by implication from its responsibilities and obligations hereunder and under the Purchase Order and any Change Order(s).

3. **Ownership of Deliverables:** Title to all Deliverables produced by Vendor shall be and remain the sole and exclusive property of Catalyst and its designee when produced, whether or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Vendor shall deliver to Catalyst or its designee all Deliverables whether complete or not. Without limiting the forgoing, Vendor agrees that any Deliverables shall be deemed to be "works made for hire" for Catalyst and its designee; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Vendor hereby irrevocably and unconditionally assigns and transfers all Deliverables, and all right, title and interest therein, whether now known or hereafter existing, including but not limited to patents and copyrights, to Catalyst, its successors, assigns and designee without further compensation. Vendor grants to Catalyst and its designee all rights including, without limitation, reproduction, manufacturing, exploitation and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Vendor acknowledges that for purposes of copyright or patent, Catalyst and its designee has the right to such copyrightable or patentable Deliverables produced by Vendor. Vendor agrees to execute any and all documents and do such other acts as requested by Catalyst and its designee to further evidence of the transfers, assignments and exploitation rights provided for herein.

4. **Confidential Information**: The Terms and Conditions of the Mutual Non-Disclosure Agreement signed by both parties will be in full effect for this Purchase Order.

5. **Insurance and Indemnification**: To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Catalyst, its Client, and their respective parent company, subsidiaries, affiliates, officers, directors, employees, agents, representatives, successors and assigns from and against any and all losses, damages, liabilities, injuries,

causes of action, suits, claims, demands, judgments and expenses (including reasonable legal fees) of whatever kind or nature arising directly or indirectly, in whole or in part, from or out of: any negligent act, error or omission related to the performance of Vendor's Services ; any breach of Vendor's obligations, representations and warranties contained in these terms and conditions ; and any third party claim in connection with the Deliverables. Vendor's indemnification and defense obligations contained in this paragraph shall be deemed to include all negligent acts, errors and omissions of its affiliated companies, officers, directors, and employees and shall survive the termination of its Services and delivery of the Deliverables.

6. **Professional Standards:** Vendor hereby represents and warrants that: (i) it has the professional experience and skill to perform the Services required to be performed hereunder; (ii) that it shall comply with all applicable federal, state and local laws including but not limited to Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246, as amended by Federal Executive Orders 11375 and 12086; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Educational Amendments of 1972; The Age Discrimination Act of 1975, as amended; and the Americans with Disabilities Act of 1990 as amended, and further agrees not to discriminate in its employment practices, and will render its Services without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or an individual's sexual orientation in accordance with Federal Executive Order EWE 92-7; (iii) that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; (iv) that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; (v) that all Deliverables shall be free from defects in material, workmanship and design, suitable for the purposes intended, and free from liens and encumbrances on title, and Vendor shall promptly correct or replace the Deliverables with equal quality if they do not conform to these requirements at no additional charge; (vi) the media on which any Deliverables software is contained shall contain no computer instructions whose purpose is to disrupt, damage or interfere with Catalyst's or its Client's use of its data, programs, computers, systems or equipment for its commercial purposes; (vii) that the Deliverables delivered by Vendor (a) shall be developed by Vendor and delivered free and clear of any liens, claims, encumbrances or restrictions; and (b) will not infringe, violate or misappropriate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; (viii) that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, (ix) it shall not use in connection with the Services any information technology (including hardware and software) that was acquired, appropriated or used without the authorization of the owner of the information technology or the owner's authorized licensee; and (x) it shall: (a) comply with the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto; (b) not pay or cause to be paid, accept or receive any unlawful contributions, payments, expenditures or gifts; or (c) not violate or operate in noncompliance with any export restrictions.

7. **Suspension/Termination for Convenience:** Anything to the contrary notwithstanding,

Catalyst may, for convenience, terminate Vendor's Services, the Purchase Order and any Change Order upon seven (7) days prior written notice to Vendor.

8. **No Agency:** It is the express intention of the parties that Vendor is an independent contractor and not an employee, agent, joint venturer or partner of Catalyst. Nothing herein shall be interpreted or construed as creating or establishing the relationship of employer and employee between Catalyst and Vendor or any employee or agent of Vendor. Both parties acknowledge that Vendor is not an employee for state or federal tax purposes. Vendor shall retain the right to perform services for others. Vendor is responsible for paying all required state and federal taxes, including but not limited to FICA, FUTA, SUI, DUI, and worker's compensation. Vendor shall be solely responsible for the payment of any and all income taxes based on the compensation it receives from Catalyst.

9. **Federal Procurement:** Vendor represents and warrants that: (i) it is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.'s 12549 and 12689 "Debarment and Suspension," (ii) it is not debarred, suspended, or excluded by any federal or state agencies from performing any state or federal government contract or subcontract, and (iii) it has not been declared ineligible under statutory or regulatory authority

10. **Roles of Pennsylvania and United States Government**: The Commonwealth of Pennsylvania and its agencies, officers, employees and agents are not parties to the Purchase Order or any Change Order(s). Consequently, Vendor has no right to pursue any claims against the Commonwealth of Pennsylvania, its agencies, officers, employees and agents in connection with the Purchase Order and any Change Order(s). Unless otherwise prohibited by law, the Vendor agrees to indemnify and hold harmless the United States Government for any loss, claim, damage, or liability or any kind involving its employees arising in connection with performance of the Services and/or providing the Deliverables.

11. **Conflict of Interest:** Neither of the parties nor any of its officers, employees, agents or other representatives has any interest or shall acquire any interest, direct or indirect, which would conflict in any material and blatant manner or degree with the establishment, operation or promotion of Catalyst. The parties shall immediately disclose, in writing, to the Commonwealth of Pennsylvania of any such conflict of interest.

12. **Governing Law:** Vendor and Catalyst agree that these terms and conditions as well as those contained in the Purchase Order and any Change Order(s) shall be governed by and construed under the laws of Pennsylvania, without giving effect to the conflicts of laws provision thereof. Vendor irrevocably submits to the exclusive jurisdiction of the federal or state courts located in Pittsburgh, Pennsylvania, for the purposes of any suit, action or other proceeding arising out of the Purchase Order and any Change Order(s). Vendor irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding in any state or federal court located in Pittsburgh, Pennsylvania, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

13. **Severability**: In the event that any part or provision of these terms and conditions shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable part or provision had not been included therein. Further, in the event that any part or provision hereof shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope or activity restriction that such court deems reasonable and enforceable, then the parties expressly authorize the court to modify such part or provision and enforce it to the maximum extent permitted by law.
14. **Survival:** The terms and conditions herein which by their nature extend beyond termination of Vendor's Services shall survive such termination including but not limited to confidentiality, Deliverables, indemnification, and governing law.

15. **Waiver:** No waiver shall be effective unless in writing and signed by an authorized representative of the party granting the waiver.

16. **Captions:** The captions contained herein are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.