

Aventiv Terms and Conditions of Purchase

1. **Acceptance-Purchase Order.** These Terms and Conditions of Purchase ("Terms and Conditions") shall apply to all Purchase Orders (each, a "Purchase Order") for goods ("Goods") or services ("Services") issued by Aventiv Technologies, LLC and its subsidiaries (each, "Purchaser") and any seller ("Seller"). All Purchase Orders are expressly limited to and made conditional on Seller's assent to these Terms and Conditions. Purchaser expressly limits Seller's acceptance to these Terms and Conditions, and Purchaser objects to and rejects any terms or conditions contained in any order acknowledgment, invoice or other communication of any kind from the Seller that are different, conflicting, inconsistent with or additional to these Terms and Conditions. Seller's acknowledgment of this Purchase Order, commencement of work on the Goods or Services subject to a Purchase Order or shipment of such Goods, whichever occurs first, shall be deemed an effective acceptance of the Purchase Order and these Terms and Conditions.
2. **Termination for Convenience for Purchaser.** Purchaser reserves the right to terminate this Purchase Order or any part hereof for its sole convenience upon written notice to Seller. Seller shall not be paid for any Goods or Services after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.
3. **Termination for Cause.** Purchaser may also terminate this Purchase Order or any part hereof for cause in the event of any default by Seller, or if Seller fails to comply with any of the Terms and Conditions herein. In addition to the foregoing, late deliveries, deliveries of Goods or Services which are defective or which do not conform to these Terms and Conditions, a force majeure event lasting for more than 7 days, the institution of any proceeding by or against Seller under any law relating to the relief of debtors, and failure to provide Purchaser, upon request, reasonable assurances of future performance shall all be causes allowing Purchaser to terminate this Purchase Order for cause. In the event of termination for cause, Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the termination.
4. **Packing/Shipment.** Each shipment of Goods shall be properly packed, marked and shipped in accordance with the requirements of the transporting common carrier and in a manner that will permit securing of the lowest transportation rates. If, in order to comply with Purchaser's required delivery date, it becomes necessary for Seller to ship by a more expensive manner, any increased transportation costs shall be paid for by Seller unless the necessity has been caused by Purchaser.
5. **Importation.** In the event Seller is responsible for the entry and importation into the customs territory of the United States of the Goods subject to this Purchase Order, Seller will exercise reasonable care with respect to the declared value, tariff classification, and country of origin of the Goods reported to United States Customs and Border Protection, and will otherwise comply with all applicable provisions of the United States customs laws. Seller shall indemnify Purchaser for any costs, duties, fees, taxes, losses, and damages, including court costs and reasonable attorneys' and experts' fees, which may be incurred by Purchaser for any actual or alleged violation of the U.S. customs laws with respect to such Goods.
6. **Proprietary Information – Confidentiality.** Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing under this Purchase Order, without Purchaser's written consent. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Purchaser in connection with this Purchase Order, all of which shall be returned to Purchaser upon completion of the work subject to this Purchase Order. Unless otherwise agreed in writing and signed by both parties, no information disclosed by Seller to Purchaser shall be deemed confidential.

7. Compliance with Purchaser's Customer Contract Terms and Processes. Purchaser provides communications, media, and technology services, primarily in the corrections market. Purchaser provides these services pursuant to agreements between it and a government agency, and, in some instances privately-owned businesses (each a "Securus Customer"). If Seller is (a) performing Services which are subcontracted pursuant to a prime contract between Purchaser and a Securus Customer; or (b) performing Services at any Securus Customer location, (i) Seller will comply with all security requirements of the applicable Securus Customer and will maintain the security clearances necessary to perform the Services; (ii) Seller shall procure, at its expense, all licenses and permits which are required in the performance of Services hereunder; (iii) Seller will not make representations or assurances on behalf of Purchaser and shall be responsible for any damage caused by Seller while performing the Services; and (iv) Seller will abide by any applicable terms of the contract agreements between Purchaser and Securus Customers.

8. **Warranty.** In connection with its performance under this Purchase Order, Seller represents, warrants and covenants that it shall comply with all laws related to the provision of Goods or Services, as applicable. Seller represents, warrants and covenants that none of the Goods or Services or the access and use thereof by Purchaser and/or its end users infringe or shall infringe on any intellectual property right of any person.

Seller expressly warrants that all Goods furnished under this Purchase Order shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Seller warrants that all such Goods will conform to any statements made on the containers or labels or advertisements for such Goods, and that any Goods will be adequately contained, packaged, marked and labeled. Seller warrants that all Goods furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which Goods are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use the Goods, Seller warrants that such Goods will be fit for such particular purpose. Seller warrants that Goods furnished will conform in all respects to samples. Inspection, test, acceptance or use of the Goods furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Purchaser, its successors, assigns and customers, and users of Goods sold by Purchaser. Seller agrees to replace or correct defects of any Goods not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified of such nonconformity by Purchaser. In the event of failure of Seller to correct defects in or replace nonconforming Goods, Purchaser, after reasonable notice to Seller, may make such corrections or replace such Goods and charge Seller for the cost incurred in doing so. In the event any third-party materials are provided to Purchaser hereunder, Seller shall pass through to Purchaser all representations, warranties and covenants from such third party providers, in addition to the representations, warranties, and covenants provided by Seller herein.

Seller warrants that all Services will be performed in a good and workmanlike manner consistent with industry standards and practices. Seller warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the contracted Services and that the Services shall be performed by personnel who are licensed or certified when required. Should any errors or omissions arise in the rendering of the Services under this Purchase Order, Provider will undertake to correct such errors or omissions within a reasonable time period.

Seller represents, warrants and covenants that the Services comply and shall comply with the descriptions and representations as to the Services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) set forth in this Purchase Order.

9. **Price Warranty.** Seller warrants that prices shown on this Purchase Order shall be complete, and no additional charges of any type shall be added without Purchaser's express written consent such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

10. Force Majeure. Purchaser may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such Goods at the direction of the Purchaser, and shall deliver them when the cause affecting the delay has been removed. Either party will be excused from performing under this Purchase Order if performance has been made impracticable by the occurrence of a contingency the non-occurrence of which was a basic assumption on which the contract was made, or by compliance in good faith with any applicable foreign or domestic governmental regulation or order, whether or not it later proves to be invalid. Should a force majeure event occur, in order to be excused from performance, the party affected must give prompt notice to the other party, describing the event and the expected impact, and what actions will be taken to remove such force majeure event.

11. Intellectual Property. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Purchaser or its agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of Goods or Services furnished hereunder, and Seller further agrees to indemnify Purchaser, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorneys' fees resulting from any such suit or proceeding, including any settlement. Purchaser may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller.

12. Insurance. Seller shall, at its sole cost and expense, and maintain in full force and effect throughout the Term, insurance coverage in accordance with the following terms:

a. Types of Coverage. Seller will procure the following types and amounts of coverage:

- i. Worker's Compensation Coverage.** Workers' compensation or similar insurance or other fund Purchase Order providing statutory coverage for all Seller personnel providing Services hereunder that shall comply in all respects to the statutes of the jurisdiction, state, locality, territory or province where Services shall be provided or performed or having jurisdiction over Seller personnel;
- ii. Employer's Liability.** Employer's liability insurance in the amount of at least \$1,000,000 for all claims in one policy period;
- iii. Commercial General Liability.** Commercial general liability insurance covering all operations by or on behalf of Seller directly or indirectly arising out of or connected with this Purchase Order, including coverage for premises and operations, products (either manufactured or supplied), completed operations, blanket written contractual liability, advertising injury, personal injury, including mental injury and death, broad form property damage, cross liability (separation of insureds or severability of interests), and employees of others hired or on loan by Seller or on loan to Seller as insureds, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- iv. Professional (E&O) Liability.** Seller shall maintain coverage on a Professional Liability Form (or equivalent) in the amount of no less than \$1,000,000 per claim with a \$1,000,000 annual aggregate. Such professional liability insurance coverage shall remain in effect for at least 5 years after termination of the Purchase Order;
- v. Intellectual Property.** If Seller is designing equipment or providing software, Intellectual Property insurance of in the amount of no less than \$1,000,000 per claim. Such Intellectual Property insurance shall provide coverage for infringement defense and interest penalties;
- vi. Freight/ Cargo insurance.** If Seller is shipping goods, freight insurance in an amount no less than the full replacement cost value of any one shipment in transit to or from Client;

vii. **Cyber Liability.** If Seller will have access to Purchaser's network or have any of Purchaser's data, Cyber liability insurance with minimum coverage of at least \$10,000,000, which insurance shall be maintained in force at all times during the Term and for a period 3 years thereafter for Services completed during the Term and include coverage for (a) network security and privacy risks, including unauthorized access, failure of security, breach of privacy perils, wrongful disclosure or collection, or other negligence in the handling of confidential information, and privacy perils; (b) security and privacy regulatory defense fines and penalties and data breach response expenses, which shall include consumer notification, whether or not required by law, forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring, and remediation services, payable whether such fines, penalties, or expenses are incurred by Purchaser or Seller; and (c) contingent bodily injury and property damage emanating from the failure of the technology Services or an error or omission in the content or information provided, which coverage shall be affirmatively stated in the insurance policy, if a sub-limit applies to any element of coverage, the certificate of insurance evidencing the coverage must specify the coverage section and the amount of the sub-limit;

viii. **Other Insurance.** Those other insurance coverages as may be required; and

ix. **Required by Law.** To the extent applicable law requires greater and/or additional coverages, Seller shall so comply with such requirements.

- b. **Rating and Waiver of Subrogation.** All insurance coverages required hereunder shall be procured from insurers with an A.M. Best's performance rating of at least A- and with a financial size category of at least Class VII and shall contain a waiver of subrogation in favor of Purchaser, its parent, subsidiaries and affiliated corporations.
- c. **Additional Named Insured.** Seller shall name Purchaser, its parent, subsidiaries and affiliated corporations as additional insureds on the general liability insurance, umbrella liability insurance and cyber liability insurance required hereunder, which insurance policy shall cover risks of loss, damage or injury associated directly or indirectly with the performance of Seller's obligations under this Purchase Order.
- d. **Proof of Coverages.** Seller shall provide Purchaser with proof of the acquisition of all of the insurance coverages required hereunder in the form of one or more Certificates of Insurance within five (5) business days after the Effective Date and/or upon request.
- e. **Notice of Cancellation.** The insurance policies must provide that Purchaser shall receive at least thirty (30) days' written notice prior to any change, cancellation, or reduction of such coverages. Purchaser reserves the right to review, and must be satisfied with, the types and level of coverage to be obtained and maintained hereunder.

13. No Limitation. Seller's insurance coverage shall not relieve or limit any of Seller's obligations under these Terms and Conditions, including but not limited to indemnity or defense obligations hereunder or for claims outside the scope of the coverage, excluded by, or which exceed the required insurance limits of such policy(ies).

14. Indemnification. Seller will indemnify, defend, and hold Purchaser and its affiliates harmless from all suits, claims, and costs arising from or related to Seller's sale of Goods or performance of Services under this Purchase Order to the extent caused by Seller or its employees or agents. Furthermore, Seller will indemnify, defend and hold Purchaser and its affiliates harmless against any suits, claims, causes of action or costs resulting from any alleged "joint employer" relationship between the parties if such claim(s) arise out of the actions or omissions of Seller or its employees or agents.

- 15. Changes.** Purchaser shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.
- 16. Inspection/Testing.** Payment for the Goods delivered hereunder shall not constitute acceptance thereof. All shipments of Goods and performance of Services shall be subject to Purchaser's right of inspection. Purchaser shall have ninety (90) days following the delivery of Goods or performance of the Services to undertake such inspection, and upon such inspection Purchaser shall either accept the Goods or Services or reject them. Purchaser shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. Goods rejected and Goods supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining, repacking and reshipping such Goods. Furthermore, in the event Purchaser receives Goods whose defects or nonconformity is not apparent during the ninety day period of examination, Purchaser reserves the right to require replacement, as well as payment of damages from Seller. In addition, Purchaser shall have the right to reject any Goods or Services that are not in conformance with the specifications as outlined in the Purchase Order or any terms of this Agreement. Nothing contained in this Purchase Order shall relieve in any way the Seller from obligations of testing, inspecting, and quality control.
- 17. Payment.** Purchaser has no obligation to pay for any Goods or Services unless Purchaser receives an invoice including the Purchaser's PO Number at accounts payable@securustechologies.com describing the Goods and/or Services rendered. Subject to these Terms and Conditions, Purchaser shall pay all undisputed invoices Net 60 days from receipt of invoice but in no event earlier than 60 days from receipt and acceptance of goods or completion and acceptance of delivery of services.
- 18. Entire Agreement.** These Terms and Conditions, and any documents referred to on the face hereof or attached hereto, constitute the entire agreement between the parties.
- 19. Assignments and Subcontracting.** No part of this Purchase Order may be assigned or subcontracted without the prior written approval of Purchaser.
- 20. Setoff.** All claims for money due from Purchaser shall be subject to deduction or setoff by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.
- 21. Waiver.** Purchaser's failure to insist on performance of any of the Terms or Conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
- 22. Delivery.** Time is of the essence of this Purchase Order, and if delivery of items or rendering of Services is not completed by the time promised, Purchaser reserves the right in addition to its other rights and remedies, to terminate the Purchase Order by notice effective when received by Seller as to Goods not yet shipped or Services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred.
- 23. Limitation on Purchaser's Liability.** In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach hereof shall in no case exceed the price allocable to the Goods or Services or unit thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description.
- 24. Business Conduct.** Seller acknowledges and agrees that Seller shall comply with [Ethical Business Conduct | Aventiv Supplier Diversity](#) policy, which may be updated from time to time.

- 25. Governing Law and Choice of Venue.** This Purchase Order will be governed by the laws of the state of Texas without giving effect to any principle of conflict-of-laws that would require the application of the law of any other jurisdiction. Any action in a court of law concerning this Purchase Order shall be brought exclusively in a federal court of competent jurisdiction in the Northern District of Texas or a Texas state court of competent jurisdiction sitting in Denton County or Collin County. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws rules and regulations of the United States shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order.
- 26. Changes to Terms and Conditions.** These Terms and Conditions are subject to change or amendment by Purchaser, and by accepting a Purchase Order, Seller agrees to any such changes, alterations, or amendments.