MICHIGAN STATE UNIVERSITY

Standard Terms and Conditions
Services

1. Applicability. These Standard Terms and Conditions ("Terms and Conditions") apply to the Board of Trustees of Michigan State University's, a Michigan constitutional body corporate (the "University" or "MSU") purchase of services ("Services") specified on the face of the purchase order (the "Order") from the party to whom the purchase order is addressed (the "Supplier")(these Terms and Conditions, the Order, and any exhibits or attachments agreed to in writing by University are collectively referred to as the "Agreement"). If there is a conflict between documents, the order of precedence is: (a) first, these Terms and Conditions; (b) second, the Order; and (c) third, any exhibits or attachments to the Order agreed to in writing by the University. "Supplier" includes Supplier's employees, officers, directors, agents, and subcontractors. "University" includes University's employees, officers, directors, trustees, students, agents, and contractors. University and Supplier are sometimes referred to herein individually as a ("party") and collectively as the ("parties").

2. Services. Supplier shall provide the Services pursuant to the Order at the prices set forth therein. These Terms and Conditions will apply at all times to the provision of Services and the Order.

3. Warranty. Supplier warrants that all Services: (a) are performed by individuals with the requisite skill, experience and qualifications necessary; (b) comply with representations in Supplier's advertisements, correspondence, or RFP response; (c) comply with applicable laws, regulations, ordinances, or codes; and (d) are not restricted by, or infringe upon, rights of third parties. These warranties shall survive inspection, acceptance, and payment by University. Supplier represents that it is not debarred or suspended or listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs. Supplier will notify University if it is debarred or suspended during the term of this Agreement. Supplier will correct any breach of warranty at Supplier's sole expense. University does not waive any warranty by acceptance of goods, services or payment, and reserves all rights and remedies.

4. Payment Terms. Supplier shall issue an invoice to University upon completion and acceptance of the Services in accordance with the requirements set forth in the Order. Supplier's invoices must conform to the requirements set forth by the University at https://procurement.msu.edu/for-suppliers/policiesrequirements/invoicing-payments. Invoices are due and payable by the University, in accordance with the University's standard payment procedures, which are net 30 days after receipt, provided the University determines that the invoice was properly rendered. The University may withhold from payment any and all payments and amounts the University disputes in good faith, pending resolution of such dispute, provided that the University: (a) timely renders all payments and amounts that are not in dispute; (b) notifies Supplier of the dispute prior to the due date for payment, specifying in such notice the amount in dispute; and the reason for the dispute set out in sufficient detail to facilitate investigation by Supplier and resolution by the parties; (c) works with Supplier in good faith to resolve the dispute promptly; and (d) promptly pays any amount determined to be payable by resolution of the dispute. Supplier shall not withhold or delay any Services or fail to perform any other services or obligations hereunder by reason of the University's good faith withholding of any payment or amount in accordance.

5. Setoff. Without prejudice to any other right or remedy it may have, University reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by University to Supplier

6. Tax Exempt Status. The University is a tax-exempt institution, granted such status by authorized taxing units of the State of Michigan, and is exempt from Federal Excise Tax and Michigan General Sales Tax (see Michigan Public Act 167 of 1933, section 4 as amended)

7. Audit and Retention of Books and Records. University shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Supplier involving transactions related to this Agreement until the expiration of three (3) years after final payment hereunder. Supplier further agrees to promptly furnish, when requested by University, such books, documents, and records of Supplier as are necessary to verify the accuracy of the amounts invoiced to University against any past or current goods and services provided by Supplier. If any audit discloses an overpayment by University or a discrepancy in the amount invoiced by Supplier against the goods and services actually provided by Supplier, Supplier will promptly reimburse University within thirty (30) days of University's notification to Supplier of any such overpayment, rectify such discrepancy, or both, and further pay University a fee equal to 25% of the amount of any overpayment.

8. Termination. The University may terminate this Agreement in whole or in part at its convenience upon 30 days' notice to Supplier. Upon notice of such termination, and subject to its Transition Responsibilities under Section 14 below, Supplier shall immediately stop all work related to this Agreement. Supplier shall be paid a reasonable charge for Services satisfactorily provided or performed. In no event shall Supplier be paid for costs incurred or Services performed after receipt of notice of termination, or for costs that reasonably could have been avoided. University may terminate the Agreement in whole or in part for cause upon seven (7) days written notice if Supplier fails to comply with any material term or condition. In the event of such termination, the University will not be liable for any damages; and reserves all rights and remedies and Supplier shall be liable to the University for all losses, damages, and expenses, including, without limitation, the excess cost of re-procuring similar services; and amounts paid by the University for any items the University has received but returns to Supplier. Any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material. If a determination is made that the University improperly terminated the Agreement for cause, then the termination shall be deemed to have been for the University's convenience.

9. Indemnification. Supplier shall defend, indemnify and hold harmless University and University's respective Board of Trustees, officers, employees, and agents (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Services provided by Supplier or Supplier's negligence, willful misconduct or breach of these Terms and Conditions. Further, Supplier shall, at its expense, defend, indemnify and hold harmless University and any Indemnitee against any and all Losses arising out of or in connection with any claim that University's or Indemnitee's use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Supplier enter into any settlement without University's or Indemnitee's prior written consent.

10. Removal of Supplier Personnel. If any Supplier personnel repeatedly fails to perform in a competent manner or is found to be unsuitable for the work, in the University's sole discretion, and the University notifies Supplier that such Supplier personnel is no longer acceptable to the University, citing the grounds and specific supporting facts, then, after written notification from the University, Supplier shall no longer schedule the Supplier personnel to provide or support Services for the University under this Agreement or any other agreement with the University.

11. University Data.

    a. Ownership. The University's data includes any and all data collected, used, processed, stored, or generated in connection with the Services that originates from the University or its end users (collectively, "University Data"). University Data is and will remain the sole and exclusive property of the University and all right, title, and interest in the same is reserved by the University.

    b. Supplier Use of University Data. At all times, University Data will be treated as Confidential Information. Supplier is provided a limited license to University Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display University Data only to the extent necessary in the provision of the Services. Supplier must: (a) keep and maintain University Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose University Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the Statement of Work, and applicable law; (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available University Data for Supplier's own purposes or for the benefit of anyone other than the University without the University's prior written consent; and (d) not use, process, input, or analyze University Data (or permit any third party to do so), whether or not de-identified, anonymized, aggregated, or pseudonymized, for the purpose of training, developing, pre-training, fine-tuning, improving, enhancing, or otherwise creating or modifying any artificial intelligence, machine learning models, foundation models, generative AI systems, large language models, multimodal models, algorithms, or similar technologies (whether now known or hereafter developed), including as prompts, context, retrieval sources, or to generate outputs/derivatives/synthetic data for such purposes, except with the University's prior express written consent. Any breach of this Section shall constitute a material breach of this Agreement, entitling the University to seek appropriate remedies, including but not limited to injunctive relief and damages.

c. Loss or Compromise of University Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Supplier that compromises the security or confidentiality of University Data or the physical, technical, administrative, or organizational safeguards put in place by Supplier that relate to the protection of the security and confidentiality of University Data, Supplier must, as applicable: (a) notify the University as soon as practicable but no later than forty-eight (48) hours of becoming aware of such occurrence; (b) cooperate with the University in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the University; (c) in the case of personally identifiable information ("PII"), at the University's sole election, (i) with approval and assistance from the University, notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law; or (ii) reimburse the University for any costs in notifying the affected individuals; (d) in the case of PII, and if required by law, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the University in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Supplier's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the University for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the University in connection with the occurrence; (h) be responsible for recreating lost University Data in the manner and on the schedule set by the University without charge to the University; and (i) provide to the University a detailed plan within ten (10) calendar days of the occurrence describing the measures Supplier will undertake to prevent a future occurrence. The University will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the University in writing prior to its dissemination.

12. Confidentiality. Supplier shall keep confidential and not disclose to third parties any information provided by the University or by private individuals, organizations or public agencies during the course of this Agreement, including University's Data, unless Supplier has received the prior written consent of the University to make the disclosure or unless required by law or legal process. Only Supplier personnel with a need to know may have access to or use University Data. This obligation of confidentiality does not extend to information that is, or shall become through no fault of Supplier, available to the general public. Upon the completion or termination of this Agreement, Supplier shall immediately return all confidential information to the University or shall make other disposition of the confidential information as directed by the University.

13. Intellectual Property Rights. Supplier hereby acknowledges that the University is and will be the sole and exclusive owner of all right, title, and interest in the Work Product (defined below) and all associated intellectual property rights, if any. Such Work Product are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Work Product and related intellectual property do not qualify as works made for hire under the Copyright Act, Supplier will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the University, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Work Product, including all intellectual property rights therein. For purposes of this Section, "Work Product" means any and all reports, documents or other materials created by the Supplier for the University under the Order.

14. Insurance. While performing services under this Agreement, Supplier shall purchase and maintain the following insurance:

    a. Workers Compensation insurance, Coverage A, with limits statutorily required by any applicable Federal or state law and Employers Liability insurance, Coverage B, with minimum limit of $500,000 per accident;
    b. Commercial General Liability insurance with a minimum limit of $1,000,000 each occurrence/$2,000,000 general aggregate. Coverage shall include bodily injury and property damage liability, personal and advertising injury liability, products/completed operations, and liability assumed under an insured contract;
    c. Automobile Liability insurance covering liability arising out of any owned, hired, and non-owned vehicles with minimum limit of $1,000,000 each accident and Personal Injury Protection as required by statute;
    d. Professional Liability insurance for claims arising from negligent acts, errors or omissions by anyone providing professional services including but not limited to doctors, lawyers, architects, engineers, designers, appraisers and consultants. Minimum limit is $1,000,000 per claim and $3,000,000 annual aggregate; and

e. For services that may impact the security of the University's electronic data, or Suppliers that store, process, handle or transmit University data in electronic format, Cyber Liability Insurance coverage with limits no less than $1 million.

Insurance policies shall be issued by companies licensed or approved to do business within the State of Michigan. Insurers shall possess a minimum A.M. Best rating of A. The insurance policies, except Workers' Compensation and Professional Liability shall be endorsed to name Michigan State University, its Board of Trustees, agents, officers, employees, and volunteers as "Additional Insureds." In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of Supplier's Services and must be evidenced by annual certificates of insurance. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by MSU. Prior to commencing services Supplier shall furnish the University with certificates of insurance. Supplier shall provide a minimum 30 days written notice to MSU via certified mail of cancellation or non-renewal of policies required under this Agreement and a renewal certificate at least 15 days prior to expiration.

15. Transition Responsibilities. Upon termination or expiration of this Agreement for any reason, Supplier must, for a period of time specified by the University (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the University, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the University or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established rates set forth in this Agreement; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services, training, reports and other documentation, to the University or the University's designee; (c) taking all necessary and appropriate steps, or such other action as the University may direct, to preserve, maintain, protect, or return to the University all materials, data, property, and confidential information provided directly or indirectly to Supplier by any entity, agent, vendor, or employee of the University; (d) transferring title in and delivering to the University, at the University's discretion, all completed or partially completed deliverables prepared under this Agreement as of the Agreement termination date; and (e) preparing an accurate accounting from which the University and Supplier may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Agreement will automatically be extended through the end of the transition period.

16. Limitation of Liability. THE UNIVERSITY WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. OTHER THAN ITS PAYMENT OBLIGATIONS, IN NO EVENT WILL THE UNIVERSITY'S AGGREGATE LIABILITY TO SUPPLIER UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY THE UNIVERSITY TO SUPPLIER DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

17. Force Majeure. Neither Supplier nor the University shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, flood, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the University. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

18. Compliance with Laws. Supplier shall be responsible for compliance with any and all applicable federal, state and local laws, ordinances, regulations, and the University's policies and rules, found at https://procurement.msu.edu/for-suppliers/policies-requirements, with respect to the provision of Services under this Agreement. Unless otherwise expressly provided for in the Agreement, Supplier shall obtain and comply with all permits, licenses and similar

authorizations that are necessary to provide the Services. By merit of submitting a proposal, Supplier warrants and represents that it has all legally required licenses and permits needed to provide the Services.

19. Smoke and Tobacco Free Organization Effective as of August 15, 2016, MSU is a smoke and tobacco- free organization. Groups and/or individuals visiting MSU property are subject to MSU's tobacco-free policy and ordinance. No person shall (a) smoke, or (b) otherwise use any product derived from or containing tobacco, on any property governed by the Board of Trustees of Michigan State University. Additional information can be found at https://trustees.msu.edu/governance/policies/bot-406.

20. Prevailing Wage. If the Services involve the construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of MSU buildings, works, bridges, or roads, then the following provisions are applicable:
    a. Supplier shall comply with, and ensure that its subcontractors comply with, the Michigan Prevailing Wage Act, MCL 408. 11 O 1, et seq. ("Act"), including but not limited to with respect to the following:
        i. The rates of wages and fringe benefits to be paid to each class of mechanics shall be as required by the Agreement, but in no event less than the wage and fringe benefit rates prevailing in the locality in which the work is being performed.
        ii. Supplier and its subcontractors shall keep posted at the construction site, in a conspicuous place, a copy of all applicable prevailing wage and fringe benefit rates.
        iii. Supplier and its subcontractors shall keep an accurate record showing the name and occupation of, and the actual wages and benefits paid to, each construction mechanic that it employs in connection with the Agreement.
        iv. Supplier and its subcontractors shall maintain certified payroll records and other required records under the Act for at least three years.
        v. Supplier and its subcontractors shall not discharge, discipline, retaliate against, or otherwise discriminate against a construction mechanic, or threaten to do any of these things, because the construction mechanic reported or was about to report a violation or suspected violation of the Act. vi. Supplier and its subcontractors shall provide to the Michigan Department of Labor and Economic Opportunity (or its designee) any records requested necessary to enforce the Act, including certified payroll, fringe benefit information, or other information necessary to ensure compliance.
    b. Supplier acknowledges that a schedule of prevailing wages and fringe benefits has been provided or otherwise made available to the Supplier.
    c. Supplier acknowledges that construction mechanics are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements and that any construction mechanic aggrieved by the failure of Supplier or its subcontractors to pay prevailing wages or benefits, in addition to any other remedies provided in the Act or by law, may bring an action in a court of competent jurisdiction against Supplier or its subcontractors for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal.
    d. Supplier shall indemnify and hold MSU harmless from any claims, damage, loss, or expense incurred by MSU, including but not limited to actual attorneys' fees, in any way related to the failure of Supplier or its subcontractors to comply with the Act.

21. Non-Discrimination Under Michigan Law. Pursuant to Section 209 of the Michigan Elliot-Larsen Civil Rights Act and Section 209 of the Michigan Persons with Disabilities Civil Rights Act, in providing services, the Supplier and its contractor(s) agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, color, familial status, height, marital status, national origin, race, religion, sex, sexual orientation, gender identity or expression, weight, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

22. Exclusion And Debarment. Supplier certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise ineligible for state or Federal program participation. In the event that Supplier becomes debarred, suspended or ineligible from state or Federal program participation, Supplier shall notify MSU in writing within three (3) business days of such event. To the extent that Supplier will provide services to any MSU medical entity, Supplier hereby represents and warrants that Supplier is not currently, and at no time has been sanctioned, debarred, suspended, or excluded by any state or federally funded healthcare program, including without limitation, Medicare and Medicaid. Supplier agrees to immediately notify MSU of any threatened, proposed, or actual

sanctions, debarment action, suspension, or exclusion by or from any state or federally funded health care program during the term of this Agreement.

23. Federal Contract Compliance.

    a. University is an equal opportunity employer and a federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, relating to the notice of employee rights under federal labor laws.

    b. Supplier acknowledges and represents, in accordance with the Final Rule implementing Executive Order 14117 issued by the U.S. Department of Justice, that if Supplier has access to Covered Data of the University (as defined under the Final Rule): (i) it is not located in China, Hong Kong, Macau, Russia, Iran, North Korea, Venezuela, or Cuba; and (ii) it will not provide access to any Covered Data to any person located in such countries unless University approves such access in writing. Non-compliance with this provision will be considered a material breach of this agreement.

24. Export Control.

    a. Supplier declares that all products or services purchased under the Agreement are neither subject to the International Traffic in Arms Regulations (ITAR) nor any of the Export Administration Regulations (EAR) Export Control Classification Numbers (ECCN's) in the 500 or 600 series as listed on the Commerce Control List (CCL). If any products or services are subject to ITAR or EAR ECCN's in the 500 or 600 series, Supplier shall notify University's Office of Export Control & Trade Sanctions (export@msu.edu) prior to shipment of the products or performance of the services. For the avoidance of doubt, unless Supplier has provided advance notice to University's Office of Export Control and Trade Sanctions, Supplier declares and warrants that (i) the products or services are not listed on the ITAR United States Munitions List (USML); and (ii) the products or services are not listed on the EAR CCL in ECCN's in the 500 or 600 series. Supplier declares that it fully understands that sourcing any products or services classified in any of the above categories could have material adverse implications and require extensive management for the University, and therefore Supplier agrees to defend, indemnify and hold harmless the University for any costs or liability related to Supplier's violation of this Section.

25. Prohibited Equipment. In accordance with (i) Public Law 115-91 and FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities, (ii) Public Law 115-232 and FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, and (iii) FAR 52.204-30, Federal Acquisition Supply Chain Security Act (FASCSA) Orders Prohibition, Supplier is prohibited from delivering covered telecommunications equipment as defined in FAR 52.204-25, covered articles as defined in FAR 52.204-23, or covered articles as defined under FAR 52.204-30 and identified pursuant to an FASCSA order. Supplier hereby represents and warrants that it will abide by the prohibitions contained in this Section.

26. Criminal Background Checks. Supplier may be required to perform criminal background checks of its personnel pursuant to the MSU Contractor Criminal Background Check Requirements Policy ("CBC Policy"), available at https://u.policies.msu.edu/doctract/documentportal/08DB621359BE067AFE8D367766B92156.
    If Supplier is subject to the CBC Policy, Supplier must sign and deliver the Contractor Certification for Criminal Background Checks to University prior to the provision of any services or delivery of any goods. University reserves the right to audit compliance with the CBC Policy requirements and may require further documentation of compliance from Supplier. Non-compliance with the Policy is considered a material breach of this Agreement, which may result in a termination for cause.

27. Freedom of Information Act. Nothing in this Agreement shall in any way limit the ability of the University to comply with any laws or legal process concerning disclosures by public bodies. Supplier acknowledges that any responses,

materials, correspondence or documents provided to the University may be subject to the State of Michigan Freedom of Information Act ("FOIA") and may be released to third parties in compliance with FOIA or any other law.

28. Use of the University Name, Logo and Marks. The University acknowledges that Supplier may make public statements regarding the existence of this Agreement, its terms and conditions and an accurate description of the products or services being supplied without the consent of the University. However, other than as permitted by the previous sentence, Supplier will not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University, or the name of any representative of the University without the prior written permission of the University in each instance. Supplier may not imply, directly or indirectly, that MSU endorses any products or services supplied to MSU.

29. Conflict of Interest. Supplier warrants that to the best of Supplier's knowledge, there exists no actual or potential conflict between Supplier and the University, and its Services under this Agreement, and in the event of change in either Supplier's private interests or Services under this Agreement, Supplier will inform the University regarding possible conflict of interest which may arise as a result of the change. Supplier also affirms that, to the best of Supplier's knowledge, there exists no actual or potential conflict between a University employee and Supplier.

30. Independent Contractor. The relationship between the parties is solely that of independent contractors, not partners, joint ventures, employees, agents or otherwise. Neither will have any authority to bind the other in any manner, and will not represent or imply that it has such authority.

31. No Third Party Rights. Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Agreement.

32. Assignment. Supplier may not assign this Agreement, nor any money due or to become due without the prior written consent of the University. Any assignment made without such consent shall be deemed void.

33. Amendment. This Agreement may not be amended except by signed agreement between the parties.

34. Notices. Any notice to either party must be in writing and will be delivered either personally, by electronic mail with confirmed delivery, by a recognized overnight courier service, or by the United States mail (first- class, certified or registered with postage prepaid, return receipt requested), to the other party at its address as set forth on the Order.

35. Severability. If any provision of this Agreement is invalid or unenforceable, the remainder of the provisions, or the application of such provisions to person other than those as to which it is held invalid or unenforceable, will not be affected and the remainder of the provisions will be valid and enforceable to the fullest extent permitted by law.

36. Assurance. If University determines in good faith that it is insecure with respect to Supplier's ability or intent to fully perform, Supplier will provide University with written assurance of Supplier's ability and intent to fully perform. Supplier will provide such assurance within the time and in the manner specified by the University. Supplier will immediately notify the University of any circumstances that may cause Supplier to fail to fully perform. Upon University's good faith determination that Supplier cannot or will not perform, the University may deem the Supplier to have breached and may terminate the Agreement.

37. Survivability. Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

38. Governing Law. Michigan law, without regard for choice of law considerations, will govern this Agreement. The Michigan Court of Claims or Federal District Court for the Western District of Michigan will hear any action arising out of this Agreement, and Supplier consents to jurisdiction in Michigan.

39. Entirety. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. NO TERMS ON SUPPLIER'S QUOTES, INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON- NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS AGREEMENT OR IS BINDING ON THE UNIVERSITY FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE UNIVERSITY,

EVEN IF ACCESS TO OR USE OF SUCH SERVICES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

| Michigan State University | [Supplier] |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |