

**TERMS AND CONDITIONS OF PURCHASE**  
**Oil Search (Alaska), LLC**

Except as set forth below, these Terms and Conditions of Purchase (the “Terms”) are applicable to each Purchase Order (as further defined below, the “PO”) issued by Company, regardless of whether the Terms are attached to the face of the PO (the “PO Face”), posted on Company’s website, or delivered separately, and shall be deemed to have been irrevocably accepted by Vendor upon the earliest of Vendor’s (a) acceptance of the PO as set forth below, (b) shipment or delivery of a Good or performance of a Service, or (c) acceptance of any payment made by Company for Goods or Services; provided, however, that Company shall not be obligated to pay the Prices for Goods and Services until Vendor has indicated its acceptance of the PO as set forth below. Notwithstanding the foregoing, if Company and Vendor have executed and delivered a master agreement or other agreement governing the purchase and sale of Goods or provision of Services (a “Master Agreement”), the Master Agreement shall govern in lieu of the Terms. Vendor shall accept or reject the PO within one business day after receipt thereof by delivering a notice of acceptance or rejection to Company.

**A. Definitions; No Conflicting Terms; Interpretation.** “PO” means the Terms together with the details (the “Details”) contained on the PO Face. As used in the PO, “Applicable Law” means all applicable federal, state, local, and tribal laws, codes, rules, regulations, and orders of any governmental authority; “Claim” means a claim, demand, or action against a Person entitled to indemnification hereunder that could reasonably be expected to result in a Loss; “Code” means the Internal Revenue Code of 1986; “Company” means Oil Search (Alaska), LLC or its affiliate specified in the Details, as applicable; “Company Group” means Company and its affiliates, contractors (other than Vendor), co-interest owners, co-lessees, partners, and joint venturers, and its and their respective officers, directors, shareholders, members, managers, partners, and employees, and the successors and assigns of all of the foregoing; “Company Group Equipment” means any items, equipment, materials, and supplies owned, borrowed, or rented by any member of the Company Group, including any of the foregoing provided by Company to Vendor Group in connection with the Services; “Company’s Policies” means all policies, procedures, required practices, and regulations of Company provided by Company to Vendor; “Company’s Site” means the location specified by Company for the delivery of Goods or performance of Services; “Deliverables” means written materials created, written, or developed for Company and Goods delivered to Company, including the materials described in the Details; “Delivery Dates” means the dates for delivery of Goods set forth in the Details; “Force Majeure” means an act of God (including fire, flood, earthquake, storm, lightning strike, tornado, volcanic eruption, hurricane, or other natural disaster), nationwide strike, lockout, war, riot, or acts of public enemy or terrorist occurring after the effective date of the PO that (a) is beyond the reasonable control of the affected party, (b) is not the result of the negligence, willful misconduct, breach of contract, or intentional act or omission of the affected party (or any member of such party’s Group), (c) could not reasonably be anticipated as of the date of the PO, and (d) could not have been prevented, overcome, or avoided by the exercise of due diligence and reasonable care; “Goods” means all materials, equipment, systems, and goods (i) described in the PO, (ii) used by Vendor in connection with Vendor’s performance of Services, or (iii) otherwise delivered to Company in connection with the PO; “Group” means, with respect to Company, the Company Group, and with respect to Vendor, Vendor Group; “Infrastructure” means Company Group’s facilities, plant, and other infrastructure located on Company’s Site; “Intellectual Property” means all current and future rights in copyrightable works (including software and source code), trade secrets, know-how, processes, trademarks (together with all goodwill associated therewith), domain names, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case, whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing; “Lien” means a mortgage, deed of trust, lien, pledge, charge, security interest, or encumbrance of any kind, whether or not filed, recorded or otherwise perfected, or any interest of a Vendor or lessor under any conditional sale agreement, capital lease, or other title retention agreement; “Losses” means losses, costs, expenses, liabilities, damages, fines, and penalties, including court costs, reasonable attorneys’ and professionals’ fees and expenses, and other litigation or settlement expenses; “Manufacturer” means a manufacturer or fabricator of Goods not manufactured or fabricated by Vendor; “Permits” means all federal, state, and local permits, licenses, and approvals; “Person” means an individual or entity; “Personnel” of a party means such party’s employees, contractors, subcontractors, vendors, agents, and invitees, and their respective employees, contractors, subcontractors, vendors, agents, and invitees, as applicable, excluding (in the case of Company’s Personnel) Vendor and Vendor’s Personnel; “Prices” means the prices for Goods or Services set forth in the Details; “Services” means the services described in the Details to be performed by Vendor; “Schedule” means the schedule set forth in the Details for Vendor’s performance of the Services; “Third Party” means any Person that is not a member of a Group; “Vendor” means the vendor, contractor, or seller described on the PO Face; “Vendor Group” means Vendor and its affiliates and subcontractors, and its and their respective officers, directors, shareholders, members, managers, partners, and employees, and the successors and assigns of all of the foregoing; and “Warranty Period” means the period specified in the PO, or if not specified therein, the period commencing on the date of delivery of the Good and ending on the earlier of (i) 12 months after the Good is placed in service or (ii) 18 months after delivery of the Good to Company.

If a conflict exists among the terms and conditions contained in the Terms, the Details, and Company’s Policies, the terms and conditions shall control in the following order of priority: (i) the Details, (ii) the Terms, and (iii) Company’s Policies. If any additional or different terms or conditions are contained in any documentation provided by Vendor (“Vendor’s Proposed Terms”), the PO shall control regardless of when Vendor’s Proposed Terms are received by Company unless Company agrees in writing to any of Vendor’s Proposed Terms; otherwise, Company rejects Vendor’s Proposed Terms.

As used herein: (i) the singular includes the plural and vice versa; (ii) reference to a document, Applicable Law, or Company’s Policy means such document, Applicable Law, or Company’s Policy as amended from time to time; (iii) the term “or” is not exclusive; (iv) “include” or “including” means including, without limitation; (v) headings do not constitute a part of the PO; (vi) references to money refers to United States currency; (vii) references to Company include its affiliates, successors, and assigns; and (viii) the terms “hereof,” “hereunder,” “herein,” “hereby,” and derivatives or similar words refer to the entire PO.

## **B. Goods**

### **1. Warranties.**

**1.1. Warranty.** Vendor warrants to Company that, (a) until the expiration of the Warranty Period, (i) Goods shall (A) conform to Company's specifications and metrics, or if none are given, to samples thereof, (B) be free of defects in design, material, and workmanship and without variation and of even kind, quality, and quantity within each unit and among all units, (C) be fit for the purpose for which such Goods are ordinarily used, (D) be free from defects, without variation and of even kind, quality, and quantity within each unit and among all units, and (E) be suitably packaged to withstand arctic conditions and arrive at Company's Site free of defects and damage; and (ii) none of the software included in the Goods shall (A) introduce or include any Trojan horse, virus, worm, trap, spyware, back door, disabling or destructive code, time, clock, counter, or other limiting design or routine that causes the software or any other part of the Goods to be erased, inoperable, or otherwise incapable of being used in the full manner for which it was intended, or (B) contain code or materials subject to non-negotiable licenses, including "open source" or "freeware" software, or other materials requiring that software combined or distributed with such materials be (1) disclosed or distributed in source code form, (2) licensed for the purpose of making derivative works, or (3) redistributable at no charge or subject to material limitations or conditions; (b) Goods do not infringe upon or violate the Intellectual Property rights of a Third Party; (c) Vendor owns rights in all Goods prior to delivery thereof, and good and merchantable title to each Good shall be transferred to Company upon acceptance of Goods; and (d) Goods shall be free and clear of Liens. The foregoing warranties shall survive any inspection, delivery, acceptance, or payment by Company, but shall not apply to consumable items attached to or used in conjunction with Goods.

**1.2. Non-Compliance with Warranty.** Vendor shall promptly repair, modify, or replace, at Company's election, all Goods that do not comply fully with the warranties set forth in Section B.1.1 ("Defective Goods") at no cost to Company, except that if Vendor cannot repair, modify, or replace the Defective Goods such that the Defective Goods comply with the warranties within a reasonable time after Company's or Vendor's discovery of the Defective Goods, Vendor shall (a) refund all payments made by Company for the Defective Goods, (b) arrange and pay for the removal of the Defective Goods or pay Company the reasonable costs incurred by Company to remove the Defective Goods, including shipping costs, and (c) pay Company (i) the difference between the Prices paid for the Defective Goods and the prices paid by Company for replacement goods (if the prices for replacement goods are higher than the Prices paid for the Defective Goods), and (ii) the reasonable costs incurred by Company to install the replacement goods.

**1.3. EXCLUSIVE WARRANTIES.** EXCEPT FOR THE FOREGOING WARRANTIES, NO OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, SHALL APPLY TO GOODS. Except for Vendor's indemnification obligations hereunder in connection with Third Party Claims against an Indemnified Party or arising out of Vendor's negligence or willful misconduct, the remedies set forth in Section B.1.2 are Company's sole remedies and Vendor's sole liability with respect to Defective Goods.

**1.4. Manufacturer Warranties.** If Vendor is not the Manufacturer of a Good, Vendor (a) shall secure the warranties and remedies set forth in Sections B.1.1 and 1.2 from the Manufacturer, (b) hereby assigns the warranties and remedies to Company effective upon delivery of the Good, and (c) upon Company's request, shall serve as Company's agent for purposes of administering the warranties and remedies provided by the Manufacturer and otherwise assist Company in obtaining warranty service from the Manufacturer.

### **2. Shipping; Delivery; Risk of Loss.**

**2.1. Shipment; Delivery.** Unless otherwise specified in the Details, Vendor shall (a) pack, mark, label, document, ship, and deliver Goods to the location specified in the Details in accordance with Applicable Law and in such a manner as may be required for the protection of Goods from damage or destruction of hazards during shipping and delivery and using labels and tags containing adequate and accurate information with respect to use, safety, and treatment of Goods, (b) if Vendor is responsible for shipment, ship Goods using ground transportation, and (c) deliver Goods in accordance with the Delivery Dates.

**2.2. Manuals.** Concurrently with delivery of each Good, Vendor shall deliver to Company all installation, erection, operation, and maintenance manuals, material test reports, and material certificates (or other Vendor supplied information relating to the integrity of the Good) available for the Good not previously delivered to Company. Vendor shall deliver all updates to the manuals promptly upon availability.

**2.3. Updates.** Vendor shall make available to Company all updates to the Goods made by Vendor or a Manufacturer, including software and design updates.

**2.4. Title.** Title to the Goods, or any part thereof, shall pass to Company as soon as prepared, incorporated into, or used in the performance of the Services, delivered to Company's Site, or paid for by Company (whichever occurs first). Vendor shall hold all Goods title to which has passed to Company as bailee for Company. Company shall retain title to all Company Group Equipment. All such Goods and Company Group Equipment shall be clearly identified as being owned and held on behalf of Company.

## C. Services

**1. Performance Standards.** Vendor shall perform Services (a) in compliance with the Terms and the PO Face, (b) in a professional manner with the standard of care, skill, and diligence normally provided by a professional Person in the performance of services similar to the Services, (c) in full compliance with all final written descriptions, specifications, drawings, metrics, and representations agreed upon by Company or otherwise provided by Company, including those specified on the PO Face, (d) using qualified, competent, experienced, and if applicable, licensed Personnel, and (e) in a manner that does not infringe upon or violate the intellectual property rights of a Third Party.

**2. Permits.** Vendor shall (a) obtain all Permits necessary or desirable for the performance of Services prior to the commencement of the applicable Services, (b) maintain the Permits in full force and effect until completion of the applicable Services, and (c) perform the Services in compliance with all Permits held by Vendor or Company in connection with Vendor's performance of the Services.

**3. Safety and Security.** Vendor shall be solely responsible for the work safety and industrial hygiene of its Personnel. Prior to performing Services on Company's Site, Vendor shall inspect the condition of, the ingress and egress to and from, and Company's operations at, Company's Site. While on Company's Site, Vendor shall, and shall cause its Personnel to, comply fully with Company's Policies and Company's Site-specific rules and requirements. Vendor voluntarily accepts all hazards and risks that may be presented in the performance of the Services at Company's Site, and Company assumes no affirmative duties with respect to the safety of Vendor's Personnel. If an accident involving Vendor's Personnel occurs on Company's Site, Vendor shall notify Company immediately and submit a written accident report to Company. If Vendor's Personnel use Company's first aid services, Vendor assumes all risks with respect thereto on its own behalf and on behalf of Vendor's Personnel. Vendor shall promptly furnish Company full reports of any accidents involving person or property associated with the Services.

**4. Hazardous Substances.** At least 20 business days before Services are performed on Company's Site requiring the use of hazardous chemicals or substances, Vendor shall deliver to Company a proposal setting forth: (a) a copy of Vendor's hazard communication program, (b) a list of all hazardous chemicals and other substances Vendor proposes to bring onto Company's Site and the quantities of each, and (c) safety data sheets for each chemical and substance on the list. Company shall notify Vendor of any objections to the proposal within 15 business days after receipt thereof. If Company fails to timely object, the proposal shall be deemed approved, and Vendor may bring the listed hazardous chemicals and substances onto Company's Site in accordance with the proposal. As soon as practicable after Vendor's completion of Services on Company's Site, Vendor shall dispose of all hazardous chemicals and substances used during the performance of Services in accordance with all Applicable Laws and Company's Policies.

**5. Damage to a Site.** Vendor shall not damage Company's Site or the material, machinery, equipment, or other property of Company Group or Third Parties located or used thereon. Vendor shall repair or replace such damaged property, with like-kind property, at its sole cost and expense.

**6. Liens.** Except to the extent caused by Company's failure to make undisputed payments hereunder when due, Vendor shall not assume or create, and shall not permit any Vendor Personnel to assume or create, any Lien on Company's Site, any of Company's property, or any of the Goods in connection with the performance of Services.

**7. Independent Contractor.** In the performance of the Services under the PO, Vendor shall be an independent contractor and neither Vendor nor anyone used or employed by Vendor shall be deemed, for any purpose, to be the agent, servant or representative of Company. Company shall have no direction or control of Vendor or its employees and agents except as set forth in the Terms in furtherance of the results of Services to be obtained. Vendor shall have no direction or control of any persons other than Vendor's agents, servants, and employees.

## D. Terms and Conditions Applicable to Goods and Services

### 1. No Additional Charges; Audit.

**1.1. Prices/Change Orders.** The Prices specified on the PO Face are the total Prices of the Goods and Services to Company without adjustment for any prompt payment or other discount offered by Vendor (unless otherwise stated on the PO Face), and Company shall not be responsible to Vendor for any other charges, fees, or expenses. Company may modify or cancel the PO by notice to Vendor if the notice is made in advance of shipment of Goods or completion of Services. If modifications contained in a change order can reasonably be expected to necessitate an adjustment to the Prices, Delivery Dates, or Schedule, the parties shall endeavor to reach an equitable adjustment as soon as practicable so as not to adversely affect the Prices, Delivery Dates, or Schedule.

**1.2. Taxes.** Before applying, charging or collecting any sales tax, use tax, or similar tax or fee (collectively, a "Transfer Tax") in connection with Company's purchase of Goods or Services from Vendor, Vendor shall consult with Company regarding whether such Goods or Services are subject to Transfer Tax under Applicable Law. Upon Company's confirmation and agreement that any such Goods or Services are subject to Transfer Tax, Vendor's invoice to Company shall separately list the Prices for taxable Goods and Services, as well as the corresponding Transfer Taxes in connection with such Goods and Services. Vendor shall be responsible for the collection and timely remittance of Transfer Taxes to any taxing authority, where such collection and remittance is required under Applicable Law. At the direction of Company, Vendor shall take such action as may be reasonably required (including the preparation, provision, or filing of any exemption

certificates or other documentation as may be required under Applicable Law) to allow any of the Goods or Services purchased by Company to qualify for any applicable Transfer Tax exemption, rebate, refund, credit, or deduction as may be identified by Company.

**1.3. Records.** Vendor shall, and shall require its subcontractors to, maintain true, correct, and complete books and records relating to Goods and Services and the amounts billed to Company, whether maintained in electronic or printed media, including any data collected by Vendor and its subcontractors pertaining to Goods and Services and invoices and records sufficient to verify any sales, use, excise, value added, or other transactional taxes associated with Goods and Services (collectively, “Records”), in accordance with generally accepted accounting principles and Company’s Policies, for a period of two years after Vendor receives final payment under the PO. Any representative or representatives authorized by Company may audit any and all Records of Vendor and its subcontractors at any time or times during the term of the PO and during such period.

**2. Invoice; Payment.** Vendor shall submit invoices for Compensation in a form reasonably satisfactory to Company within 45 days following the completion of Services or delivery of Goods under the PO. Vendor shall cause each invoice to include: (a) the applicable PO reference number, (b) Company’s name and address as specified in the Details, (c) a unique invoice number, (d) Company’s authorized representative or the Company contact requesting the Goods or Services, (e) where Transfer Tax is charged, the correct calculation thereof, (f) description of Goods delivered and Services provided, (g) the bank account details for payment via electronic funds transfer, and (h) full documentary evidence including, where appropriate, certified time sheets, field tickets, delivery notes, material receipts, and full details of expenses claimed and submitted to [usaefinvoice@oilsearch.com](mailto:usaefinvoice@oilsearch.com). Vendor shall not use eraser or white ink to alter invoices, and invoices altered in this way shall be rejected. Failure to submit such invoice within the prescribed time shall be deemed a waiver by Vendor of the right to payment for such Services or Goods. Company shall pay all undisputed invoiced amounts on or before the later of (a) the date the Services are deemed to be completed or Goods are delivered and found to be satisfactory by Company, or (b) 30 days after Company’s receipt of a proper invoice for such Services or Goods, except that Company may withhold payment for all or such portion of any invoice to the extent Company deems necessary to protect itself under applicable mechanics or materialmen’s lien statutes or about which there is a bona fide dispute.

**3. Default.** Vendor shall be in default under the PO if Vendor breaches any Detail or Term and, if such breach is capable of being cured, does not cure such breach (a) within 15 days after Company gives Vendor notice of such breach, or (b) within 30 days if such breach is not capable of being cured within such 15-day period and Vendor is diligently working to effect a cure as of the expiration of such 15-day period, except that no cure period or notice from Company shall be required if (i) the default involves a (A) breach of an Applicable Section (defined below), (B) a violation of Applicable Law, or (C) failure to comply with the Delivery Date or Schedule, or (ii) Vendor commits the same or similar breach more than one time during any six-month period. Subject to the following Section, upon a default under the PO, Company shall be entitled to (w) suspend some or all of its performance under the PO, (x) cancel the affected Goods or Services, (y) terminate the PO and have no further obligation under the PO to Vendor, and (z) declare all or part of Vendor’s obligations to Company under the PO immediately due. Company may set off against all amounts Company owes Vendor all amounts Vendor owes Company.

**4. Liquidated Damages.** Damages to Company caused by Vendor’s failure to comply with the Delivery Dates or Schedule are difficult to ascertain. Accordingly, liquidated damages may be set forth in the PO, and such liquidated damages (a) represent a fair, reasonable, and proportionate approximation of Company’s damages caused thereby and do not constitute a penalty, and (b) shall be the sole damages available to Company for Vendor’s failure to comply with the Delivery Dates or Schedule, but the liquidated damages shall not preclude Company’s exercise of (i) other non-monetary remedies that may be available for such default, including termination of the PO or equitable relief, or (ii) any remedies (monetary or otherwise) available for other defaults that occur concurrently with, before, or after such default.

## **5. Indemnification.**

**5.1. Injury and Property Indemnity.** VENDOR SHALL RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ALL LOSSES ARISING OUT OF BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR LOSS OF OR DAMAGE TO PROPERTY OF VENDOR GROUP ALLEGEDLY OR ACTUALLY SUSTAINED DURING, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO, THE PO OR THE OPERATIONS CONTEMPLATED HEREBY, INCLUDING ANY LOADING, UNLOADING, INGRESS, OR EGRESS OF CARGO OR PERSONNEL, REGARDLESS OF NEGLIGENCE OR OTHER FAULT, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY GROUP. COMPANY SHALL RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS VENDOR GROUP FROM AND AGAINST ALL LOSSES ARISING OUT OF BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR LOSS OF OR DAMAGE TO COMPANY GROUP EQUIPMENT ALLEGEDLY OR ACTUALLY SUSTAINED DURING, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO, THE PO OR THE OPERATIONS CONTEMPLATED HEREBY, INCLUDING ANY LOADING, UNLOADING, INGRESS, OR EGRESS OF CARGO OR PERSONNEL, REGARDLESS OF NEGLIGENCE OR OTHER FAULT OF VENDOR GROUP, EXCEPT TO THE EXTENT SUCH LOSSES ARE (a) CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VENDOR GROUP, OR (b) COVERED BY VENDOR’S INDEMNITIES UNDER SECTION D.5.4.

**5.2. Third Party Claims.** VENDOR SHALL RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL LOSSES INCURRED AS A RESULT OF A THIRD PARTY CLAIM TO THE EXTENT SUCH LOSSES ARE CAUSED BY (a) THE NEGLIGENT OR WRONGFUL ACT OR OMISSION OF VENDOR GROUP OR VENDOR’S PERSONNEL, (b) INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF THE INTELLECTUAL PROPERTY

OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY CAUSED BY THE GOODS OR SERVICES OR USE THEREOF BY COMPANY, OR ANY OF THE FOREGOING OTHERWISE DIRECTLY OR INDIRECTLY CAUSED BY THE ACTS OR OMISSIONS OF VENDOR GROUP OR VENDOR'S PERSONNEL, (c) VENDOR'S BREACH OF THE REPRESENTATIONS, WARRANTIES, OR COVENANTS MADE BY VENDOR HEREUNDER, OR (d) A VIOLATION OF APPLICABLE LAWS BY VENDOR GROUP OR VENDOR'S PERSONNEL. COMPANY SHALL RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS VENDOR GROUP FROM AND AGAINST ANY AND ALL LOSSES INCURRED AS A RESULT OF A THIRD PARTY CLAIM, BUT ONLY TO THE EXTENT SUCH LOSSES ARE CAUSED BY (x) THE NEGLIGENT OR WRONGFUL ACT OR OMISSION OF COMPANY GROUP OR COMPANY'S PERSONNEL, (y) COMPANY'S BREACH OF THE REPRESENTATIONS, WARRANTIES, OR COVENANTS MADE BY COMPANY HEREUNDER, OR (z) A VIOLATION OF APPLICABLE LAWS BY COMPANY GROUP OR COMPANY'S PERSONNEL.

**5.3. Additional Vendor Indemnities.** VENDOR SHALL RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS COMPANY GROUP FOR LOSSES ARISING OUT OF (a) ANY HAZARDOUS SUBSTANCES INTRODUCED TO COMPANY'S SITE BY VENDOR GROUP OR VENDOR'S PERSONNEL IN BREACH OF SECTION C.4; (b) ANY RELEASE OF HAZARDOUS SUBSTANCES (i) INTRODUCED TO COMPANY'S SITE BY VENDOR GROUP OR VENDOR'S PERSONNEL, OR (ii) INTRODUCED TO COMPANY'S SITE BY ANY OTHER PERSON TO THE EXTENT THE RELEASE WAS CAUSED BY THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THE PO BY VENDOR GROUP OR VENDOR'S PERSONNEL, OR (iii) ANY OTHER POLLUTION OR CONTAMINATION ORIGINATING AT OR ABOVE THE SURFACE OF THE LAND OR, IF OFFSHORE, THE SURFACE OF THE WATER, FROM ANY SUBSTANCE IN THE CARE, CUSTODY, AND CONTROL OF VENDOR GROUP OR VENDOR'S PERSONNEL OR THAT WAS ORIGINALLY INTRODUCED TO THE WORK SITE BY VENDOR GROUP OR VENDOR'S PERSONNEL; (c) ANY ALLEGED OR ACTUAL VIOLATION OF ANTI-CORRUPTION LAWS, INTERNATIONAL TRADE LAWS, OR OTHER APPLICABLE LAWS; OR (d) LOSS OF OR DAMAGE TO COMPANY'S GROUP INFRASTRUCTURE THAT RESULTS FROM THE NEGLIGENCE OR MORE CULPABLE ACT OR OMISSION OF ANY MEMBER OF VENDOR GROUP.

**5.4. Third Party Liens.** Vendor shall make timely payments to all workmen, materialmen, and subcontractors and take all other actions necessary to keep Company's Site, Goods and Services free of Liens. VENDOR SHALL RELEASE, PROTECT, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL LIENS AND CLAIMS FOR LABOR OR GOODS INCURRED OR ASSERTED BY ANY MEMBER OF VENDOR GROUP OR VENDOR'S PERSONNEL THAT ARISE OUT OF OR IN CONNECTION WITH THE PO, AND FROM LOSSES INCURRED BY COMPANY GROUP TO DISCHARGE OR OBTAIN THE RELEASE OF SUCH LIENS AND CLAIMS. Vendor shall pay all such Losses of Company Group on demand or, at Company's election, Company may deduct such Losses from any payments due Vendor pursuant to the PO.

**5.5. Procedure for Infringement.** If a Third Party Claim has been made that a Service or Good or use thereof by Company has infringed, misappropriated, or violated any Intellectual Property or other Third Party rights, or if, in either party's reasonable judgment, any Good or Service or the use thereof by Company is likely to be infringing, misappropriating, or violating of any Intellectual Property or other Third Party rights (in each case, an "Infringing Item"), Vendor shall either: (a) procure for Company the right to continue using the Infringing Item, or (b) replace or modify the Infringing Item to make its use non-infringing while yielding substantially equivalent results in substantially the same manner. If neither of the above options are or would be available on a basis that Vendor finds commercially reasonable in its reasonable judgment after using diligent, good faith efforts, then Vendor shall terminate the PO, Company shall return the Infringing Item to Vendor (if the Infringing Item is a Good and return is commercially practicable), and Vendor shall refund to Company the Prices paid for the Infringing Item in immediately available funds within 30 days of such determination. Vendor's obligations under this Section D.5.8 are in addition to, and not in lieu of, its obligations under Section D.5.3 with respect to Losses resulting from a Third Party Claim of infringement, misappropriation, or other violation of Intellectual Property rights.

**5.6. Manufacturers' Indemnities.** Vendor assigns to Company all of Vendor's right, title, and interest in each applicable indemnification commitment owed to Vendor by any Manufacturer of Goods for the applicable term, including any Manufacturer's indemnification obligations in the event of Intellectual Property infringement, misappropriation, or violation. Vendor shall cooperate with Company to obtain the consent of each Manufacturer to the assignment of the Manufacturer's indemnification obligations to Company. Vendor shall execute and deliver such further instruments and take such further acts as may be reasonably requested to enable Company to exercise and enforce in Vendor's name all of such rights.

**5.7. Effect of Insurance.** The obligations of this Section D.5 shall apply regardless of the amount of insurance coverage held by Vendor, including any such coverage under any workers' compensation act, disability act, or other employee benefit act, or any other Applicable Law that would limit the amount or type of damages, compensation, or benefits payable by or for Vendor, and shall be both independent of and not limited by or to any insurance carried or provided by Vendor pursuant to the Terms or otherwise.

**5.8. Interpretation of Indemnity Provisions.** If the indemnities provided in this Section D.5 are contrary to the Applicable Law governing the PO, then the indemnity obligations hereunder shall be construed to apply to the fullest extent allowed by Applicable Law.

## **6. Intellectual Property.**

**6.1. Company's Information.** Company shall own all information, including data in any form, that is captured, stored, processed, or transmitted by Vendor on Company's behalf. To the extent that any ownership interest in such information or data vests in Vendor, Vendor shall, and hereby does, exclusively and irrevocably assign, transfer and otherwise convey to Company all right, title, and interest in

and to such information and data, including all Intellectual Property rights pertaining thereto, for no additional consideration and free and clear of all Liens. Company grants to Vendor a nonexclusive, nontransferable (except as permitted by the Terms), non-sublicensable license to such information to the extent necessary for performance of the Services.

**6.2. Deliverables and Goods.** Company shall own all right, title, and interest in and to (a) the Deliverables and Goods delivered by Vendor to Company pursuant to the PO, including Deliverables and Goods delivered to Company as part of a cancelled PO prior to cancellation, and (b) all Intellectual Property rights and other rights in the Deliverables and Goods, except to the extent that any of the foregoing contains Vendor Materials. All Intellectual Property embodied in the Deliverables and Goods, other than Vendor Materials, shall be deemed “work made for hire” within the meaning of the copyright laws of the United States. To the extent that any Deliverables or Goods do not constitute a “work made for hire,” Vendor hereby assigns, and upon creation of each Deliverable and Good automatically assigns, to Company, its successors and assigns, all right, title, and interest in such Deliverable or Good and in all applicable Intellectual Property rights therein, other than Vendor Materials, for no additional consideration and free and clear of all Liens. Vendor shall execute such further documents and perform such further acts as may be necessary or desirable to perfect the foregoing assignment and Company’s ownership of such rights in the Deliverables and Goods and to protect Company’s rights in the Intellectual Property embodied in such Deliverables and Goods. Vendor hereby waives all claims that Vendor may have now or may hereafter have in any jurisdiction to so-called “rental rights,” “moral rights” and all rights of “droit moral” with respect to the Deliverables and Goods and to the results and proceeds thereof. If for any reason Company is unable to secure Vendor’s signature on any document needed to apply for, perfect, or otherwise acquire title to the Intellectual Property rights granted to it hereunder, or to enforce such rights, Vendor hereby appoints Company as Vendor’s attorney-in-fact (this appointment to be irrevocable and coupled with an interest) solely to act on Vendor’s behalf and to execute such documents and perform such acts with the same legal force and effect as if executed by Vendor.

**6.3. Vendor Materials.** Vendor shall own its (a) working papers, (b) preexisting materials and Intellectual Property, and (c) general skills (collectively, “Vendor Materials”). Vendor shall deliver to Company copies of, and hereby grants to Company a perpetual, irrevocable, nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable right and license to use, reproduce, distribute, modify, prepare derivative works of, make, have made, offer to sell, sell and import all Vendor Materials necessary to make use of Goods and Deliverables. To the extent Vendor incorporates into any Goods or Deliverables software or other Intellectual Property or works of Third Parties licensed by Vendor from Third Parties, Vendor shall cause Company to have a perpetual, irrevocable, nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable right and license to use, reproduce, distribute, modify, prepare derivative works of, make, have made, offer to sell, sell and import such Third Party software or other Intellectual Property or works.

**7. Confidentiality.** Vendor shall keep confidential and not disclose to any Person any (a) non-public documents and information designated by Company as “proprietary” or “confidential” or that Vendor knows or has reason to know Company treats as confidential, (b) business and investment opportunities disclosed by Company, (c) proprietary information of Company disclosed in oral or other media form that is identified in writing as confidential within 30 days following the disclosure, (d) business plans and methods, customer information, engineering, operating, and technical data of Company, and (e) all data, in any form, that was recaptured, stored, processed, or transmitted by Vendor on Company’s behalf. If members of Vendor Group are required to have access to Company’s network in order to deliver the Services, Vendor shall ensure that these members are trained on reasonable cyber-security practices and comply with Company’s Policies relating to information and cybersecurity.

**8. Compliance with Applicable Law and Company Policies.** Vendor shall, and shall cause its Personnel to, perform Services and provide Goods in accordance with all Applicable Laws and Company’s Policies, including all Applicable Laws related to anti-bribery and anti-corruption (“Anti-Corruption Laws”) and all Applicable Laws related to international trade (“International Trade Laws”). Vendor shall (a) promptly report to Company any request or demand for any undue financial or other advantage of any kind received by Vendor related to, or that could reasonably impact the performance of, the PO, (b) notify Company as soon as possible of any investigation or proceeding initiated by a government authority relating to an alleged violation of applicable Anti-Corruption Laws or International Trade Laws by Vendor, its affiliates, Vendor’s Personnel, or any member of Vendor Group; (c) immediately notify Company if a foreign public official becomes an officer or employee of Vendor or acquires a direct or indirect interest in Vendor, (d) promptly upon Company’s request, certify to Company in a writing signed by an authorized officer of Vendor compliance with the Anti-Corruption Laws, International Trade Laws, and the requirements of clauses (a) through (c) of this Section 8 (such laws, policies, and requirements, the “Anti-Corruption Terms”) and provide to Company such supporting evidence thereof as Company may reasonably request, and (e) ensure that all of its Personnel performing Services in connection with these Terms do so on the basis of a written agreement that imposes on and secures from such employees and Vendors terms equivalent to those imposed by the Anti-Corruption Terms. Vendor shall be responsible for the observance and performance by such employees and subcontractors of the Anti-Corruption Terms.

**9. Company Right of Inspections and Tests.** Company and its Personnel may inspect and test (a) Goods and any quality assurance or other records related to Goods during their design, manufacture, processing, construction, preparation, delivery, and completion, at reasonable times upon reasonable advance notice and in a manner that does not unreasonably interfere with Vendor’s operations, and (b) all Services at any reasonable time and place, including the plant or yard of Vendor or any of its Personnel, and Vendor shall assist Company and its Personnel in carrying out such inspections and tests of Goods and Services. Unless otherwise stated in writing by Company, Company’s performance of (or failure to perform) any inspection or test shall not be deemed (i) an assumption of risk, liability, or control

over Vendor or its Personnel, (ii) an acceptance or approval of the Services, or (iii) a waiver of (A) Vendor's obligation to perform the Services or (B) Company's right to make a claim for Losses hereunder.

**10. Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARISE FROM A PARTY'S, ITS GROUP'S, OR ITS PERSONNEL'S (A) INDEMNIFICATION OBLIGATIONS HEREUNDER IN CONNECTION WITH A THIRD PARTY CLAIM, (B) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (C) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (D) IN THE CASE OF VENDOR AS LIABLE PARTY, INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF THE INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY BY THE GOODS OR SERVICES OR THE USE THEREOF BY COMPANY. NOTWITHSTANDING ANYTHING IN THIS SECTION D.10 TO THE CONTRARY, THE FOREGOING WAIVER OF DAMAGES DOES NOT APPLY TO ANY CLAIMS FOR WHICH VENDOR HAS AGREED TO PROCURE LIABILITY INSURANCE PURSUANT TO THE PO. NOTHING IN THIS SECTION D.10 INURES TO THE BENEFIT OF VENDOR'S LIABILITY INSURERS.

## **11. Insurance.**

**11.1.Required Coverages.** Vendor and its subcontractors shall maintain current policies of insurance, under the terms and at the minimum coverage levels as set forth in Exhibit A.

**11.2.Primary Coverage.** The above insurance coverages and limits may be insured through primary insurance, excess layers of supplemental insurance, and/or any combination thereof.

**11.3.Certificates of Insurance; Additional Insureds.** Vendor shall provide Company with a certificate of insurance evidencing the above insurance policies upon request. Vendor shall provide 30 days prior notice to Company in the event of any cancellation. Such policies shall, with respect to the liabilities assumed by Vendor under the PO, (a) name Company as an Additional Insured (except with respect to Vendor's workers' compensation and employers' liability coverages), and (b) be endorsed with a waiver of subrogation in favor of Company.

**12. No Assignment.** Vendor shall not assign, delegate, or subcontract all or any portion of the PO, including assignments of any interests in revenues or fees paid by Company under the PO, without the prior consent of Company. Any attempted assignment, delegation, or subcontracting without Company's prior consent shall be void. If an assignment is consented to by Company, Vendor shall ensure that such assignee shall comply with the PO, and Vendor shall be liable for any Losses arising out of such assignee's non-compliance. The PO is binding upon the parties hereto and upon their respective successors and assigns.

**13. Injunctive Relief.** If Vendor violates or threatens to violate the Sections entitled "Independent Contractor," "Confidentiality," and "No Publication" (each, an "Applicable Section"), Company shall be entitled to immediate and permanent injunctive relief in addition to all other rights and remedies it may have at law or in equity. If Company is required to take legal action to enforce the covenants contained in an Applicable Section, or to enjoin Vendor from violating an Applicable Section: (a) Company shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action; and (b) posting of a bond or cash shall not be required as a pre-condition to the issuance of the relief sought.

**14. Governing Law; Venue.** The PO shall be governed by the laws of the State of Alaska, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Alaska. Any litigation under the PO shall be brought and maintained in the appropriate courts in Anchorage, Alaska, and the parties consent to personal jurisdiction in the State of Alaska. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THE PO.

**15. Attorneys' Fees.** Except as otherwise provided herein, if a party shall commence any action or proceeding against the other party in order to enforce any provision of the PO or to recover Losses as a result of the alleged breach thereof, the prevailing party shall be entitled to recover all reasonable Losses in connection therewith, including reasonable attorneys' fees. The prevailing party shall be determined by the dispute resolution authority based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues in the dispute resolution or at trial. This assessment includes evaluation of the following: the amount of the net recovery, the primary issues disputed by the parties, whether the amount of the award comprises a significant percentage of the amount sought by the claimant, and the most recent settlement positions of the parties.

**16. Cumulative Remedies; No Waiver.** Except as set forth herein with respect to Defective Goods and failure to comply with the Delivery Dates or Schedule, the remedies of the parties hereunder are cumulative and in addition to all rights and remedies at law and in equity. No delay in exercising or failure to exercise a right or remedy shall impair that or any other right or remedy or be construed as a waiver of any such right or remedy.

**17. Force Majeure.** Neither party shall be deemed in default of any obligation under the PO, and performance of such obligation shall be excused, as and to the extent that performance is prevented by reason of Force Majeure, so long as the affected party (a) delivers notice to the other party as soon as practicable following the commencement of the Force Majeure, describing in detail the particulars of the occurrence giving rise to the claim of Force Majeure, including an estimate of the event's anticipated duration, the effect on the performance of the

affected party's obligations and the particular obligations so affected, (b) takes diligent steps to avoid or remove the effects of the Force Majeure, and (c) resumes performance when and to the extent the Force Majeure is removed. The affected party shall deliver to the other party, on an ongoing basis, regular updated reports containing the foregoing information and any additional documentation and analysis supporting its claim regarding Force Majeure promptly after such information becomes available to the affected party. The affected party shall use commercially reasonable efforts to (i) mitigate the duration of, and costs arising from, any suspension of, delay in, or other impact to, the performance of its obligations under the PO and (ii) continue to perform its obligations hereunder not affected by such event. Unless a Force Majeure substantially frustrates the performance of a party's obligations under the PO, the Force Majeure shall not operate to excuse, but only delay performance, in an amount of time equal to the time of such delay. Notwithstanding the foregoing, a Force Majeure does not include any of the following: (A) delays in or inability of a party to obtain financing, other economic hardship of any kind, or any reduction in profit associated with the performance of a party's obligations under the PO; (B) any increase of any kind in any cost; (C) failure of Third Parties, including Manufacturers, to provide goods or services essential to a party's performance, unless the cause of such failure is itself solely caused by a Force Majeure; or (D) any changes in the financial condition of Company, Vendor, or any subcontractor or Manufacturer affecting the affected party's ability to perform its obligations under the PO. If a Force Majeure occurs on the part of Vendor causing a delay in Vendor's delivery of any Goods or performance of Services of more than 15 days beyond the Delivery Date for such Good or the date for performance of such Service set forth in the Schedule, or if such delay significantly impairs Company's or Vendor's ability to meet its obligations under the PO or Company's obligations to a Third Party or otherwise interferes with Company's business activities, Company may invoke a cancellation as to Goods or Services so affected without cost to Company. Company's obligation to pay Prices during the occurrence of a Force Majeure affecting Vendor shall be suspended except to the extent such Prices are owed for Services that are actually performed or Goods that are actually delivered.

**18. Notices.** All change orders, consents, notices, or other communications that are required or permitted to be given to the parties under the PO shall be (a) sufficient in all respects if given in writing in the English language and delivered in person or by electronic mail, overnight courier, or certified mail, postage prepaid, return receipt requested, to the receiving party at address or email address shown on the PO Face, or to such other address or email address as such party may have given to the other by notice pursuant to this Section 18; and (b) deemed delivered, given, and received on the date of delivery, in the case of delivery via personal delivery or electronic mail, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

**19. No Publication.** Vendor shall not use Company's name or the fact that Vendor is selling Goods to or performing Services for Company in any press releases, media statements, or public communications without Company's prior consent. Vendor shall not use Company's name, logos, copyrights, trademarks, service marks, trade names, or trade secrets in any way without Company's prior consent, and Company shall not be deemed to have granted Vendor a license of, or granted Vendor any rights in, any of the foregoing by entering into the PO.

**20. Entire Agreement; Amendment; Severability.** The PO contains the entire agreement of the parties relating to the subject matter of the PO and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral, except for any terms and conditions contained in a Master Agreement. The PO may be altered, amended, or revoked only by issuance of a new PO or written change order issued by Company that specifies the Section of the Terms to be altered or amended. If any provision of the PO shall be held void or unenforceable, the remaining provisions shall remain in full force and effect.

**21. Further Assurances.** The parties hereto shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of the PO.

**22. Counterparts.** If signatures are required on the PO Face, (a) the PO Face may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document, and (b) a signature in "PDF" format or an electronic signature on the PO Face shall be deemed an original and be binding upon the party against whom enforcement is sought.



**Exhibit A**  
**to**  
**Terms and Conditions of Purchase**

As used throughout this Exhibit A, all capitalized terms will have the meanings ascribed in the PO unless otherwise defined herein.

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WITHOUT LIMITING the indemnity obligations or liabilities of Vendor or its insurers, Vendor must, until completion of the Services and delivery of the Goods under the PO, and as required by the Applicable Laws of the State of Alaska, maintain at its own expense the following insurance:

1. Workers' Compensation and, if applicable, employers' liability insurance (including coverage under the Longshoremen's and Harbor Worker's Act, the Jones Act and the Outer Continental Shelf Lands Act, if applicable) in compliance with the Applicable Laws of the Relevant Jurisdiction and such other laws as may be applicable, and in any event in an amount of at least \$ 1,000,000 for each Claim or series of Claims arising out of any one incident (and if applicable shall also contain "In Rem" endorsement providing that a claim "In Rem" shall be treated as a claim against Vendor.
2. All Risk Property Insurance covering all risks of physical loss or damage to Vendor Group's property for an amount not less than the replacement value of such property.
3. Professional Liability (Errors and Omissions) insurance on basis claims made in an amount not less than \$5,000,000. Such Professional Liability Insurance shall be kept in full force and effect by Vendor at all times during the provision of the Services and for a period of six years following the completion of the Services;
4. Commercial General Liability insurance and/or Excess Liability insurance covering bodily injury and property damage, including contractual liability covering the indemnity obligations assumed in the PO, with combined limits of \$10,000,000 per occurrence (including Third Party legal liability insurance);
5. Automobile Liability insurance covering all owned, non-owned and hired vehicles with combined single limits of at least \$1,000,000 for bodily injury, death and property damage, for each Claim or series of Claims arising out of any one incident;
6. If watercraft is used by Vendor, Protection and Indemnity insurance in the amount of not less than the market value of the vessel or \$10,000,000 whichever is greater;
7. If Vendor's operations require Vendor to use aircraft, Aircraft Liability insurance with a combined single limit of \$1,000,000 per passenger seat or \$10,000,000 whichever is greater;
8. If the Services involve the investigation, removal or remedial action concerning the actual or threatened escape of hazardous substances, Pollution Liability insurance in an amount not less than \$5,000,000 at minimum per occurrence or claim/annual aggregate. Such insurance shall provide bodily injury and property damage and clean-up costs coverage for both sudden and gradual occurrences arising from the Services. If the Services include professional services, coverage shall include pollution losses resulting from any deficient professional services. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than five years. If such insurance is written on a claim-made form, such insurance shall include minimally a six-year extended discovery period;
9. If the Services involve transporting hazardous substances, Business Automobile insurance covering liability arising out of the transportation of hazardous materials in an amount not less than \$2,000,000 per occurrence. Such policy shall include Motor Carrier Endorsement MCS-90 or equivalent; and
10. If the Services involve the treatment, storage or disposal of hazardous wastes, Vendor shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Environmental Liability insurance in the amount of not less than \$10,000,000 at minimum per occurrence/annual aggregate. Vendor coverage shall also include non-owned disposal site (NODS) coverage for losses at the jobsite.