

## PSC Commercial Terms and Conditions

**PRODUCTS AND SERVICES AGREEMENT  
THIS ORDER WILL BE SUBJECT  
TO THE FOLLOWING TERMS AND CONDITIONS**

**NOTICE:** Parsons and its Affiliates (“Buyer”) OFFER TO PURCHASE PRODUCTS/SERVICES FROM (“Seller”) (HEREIN REFERRED TO COLLECTIVELY AS “PARTIES” AND INDIVIDUALLY AS “PARTY”) IS EXPRESSLY CONDITIONED UPON APPLICATION TO SUCH TRANSACTION OF THE FOLLOWING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY SELLER (WHETHER BY COUNTER-OFFER, ACKNOWLEDGEMENT, ELECTRONIC DATA INTERCHANGE OR OTHERWISE) ARE HEREBY EXPRESSLY OBJECTED TO AND WILL NOT BE BINDING UPON BUYER UNLESS SPECIFICALLY AGREED TO IN WRITING BY BUYER’S AUTHORIZED REPRESENTATIVE. ANY ACKNOWLEDGEMENT FROM SELLER OR COMMENCEMENT OF DELIVERY OF MATERIALS OR SERVICES WILL CONSTITUTE SELLER’S AGREEMENT TO THESE TERMS AND CONDITIONS.

**1. Scope of Services.** Seller will provide Products or Services in accordance with the attached Quote or Statement of Work hereunder to Buyer, and each Quote or Statement of Work shall be governed by the terms and conditions of this Agreement. The Parties agree that the Products may be leased by a third Party, and such third Party shall be bound to the terms and conditions of this Agreement.

**2. Invoice.** Payments are due NET 45 after receiving the invoice from Seller. Invoices not received within five (5) days after the last day of a calendar month will be considered the following calendar month’s business. Payment will be delayed accordingly, and discount terms will be deemed to begin the first day of said following month. If invoices are returned to Seller because of errors or omissions, discount terms will then date from the date of receipt by Buyer of corrected or delayed invoices.

**3. Term and Termination.** The term of this Agreement will be effective on the last written date below (the “Effective Date”) and will continue until the termination of this contractor by either Party. Either Party may terminate this Agreement by providing 30 days’ prior written notice to the other Party. Buyer will also have the right to terminate this Agreement immediately in whole or in part for its convenience at any time during the course of performance by written notice. Upon receipt of any termination notice, Seller will immediately discontinue Services on the date and to the extent specified in the notice. Seller will be paid the actual costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by Buyer to the extent such costs are actual, necessary, reasonable, and verifiable costs, and have been incurred by the Seller prior to and in connection with the discontinuing the Services hereunder. In no event, will such costs include unabsorbed overhead or anticipatory profit.

**4. Fees.** The fees shall be outlined in each applicable Quote or Statement of Work. Seller will

include and itemize applicable taxes on the Seller’s invoices, unless otherwise specified.

**5. Delivery and Acceptance.** Delivery of Products will include but will not be limited to; (Software, Hardware, Products, Supplies, Media, and Books), and Services described in each Statement of Work and shall constitute acceptance of the terms and conditions hereof by the Seller at the prices specified. Buyer will have the right to reject the Products or Services based on nonconformance to the warranties and guarantees described herein.

**5.1** Seller will deliver the Products described herein in good condition, properly packaged for shipment at the F.O.B. point stated on the face of this order at no additional cost to Buyer, unless otherwise specified herein.

**6. Warranties.** (a) Seller warrants that Products and/or Services provided hereunder will be free from defects in the Products and Services, workmanship and title, will be merchantable and fit for the purpose for which they are provided, and will conform in all respects to any specifications as may be supplied by Buyer. Except for defects in the title, the foregoing will apply only to failures to meet said warranties, which occur within the Warranty Period as defined herein.

(b) The Warranty Period for Products/Services provided hereunder with respect to Products will be the longer of (i) one (1) year from the date that the Products are put into operation including parts and labor; (ii) 18 months from the date of shipment of the Products; or (iii) Seller’s, or Seller’s supplier’s, standard warranty period for the Products. The Warranty Period for Services will be one (1) year from the date of completion of performance of the Services. (c) If any Products or Services fail to meet the foregoing warranties, Seller shall, with respect to Products, repair or replace the defective Products, at the Seller’s option and, with respect to Services; Seller will re-perform the Services using Seller’s personnel assigned provided; the Services (A) without additional charges, including travel and out-of-pocket

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business expenses, and (B) without otherwise degrading the performance of the Services. With respect to repair or replacement of Products, upon the Seller's request Buyer will return the defective Products, with shipping charges pre-paid by the Seller, to the Seller's designated facility. Upon the repair or replacement of a defective Products or the reperformance of defective Services, the new Products or Services will be entitled to the same warranty as the defective Products or Services for the remaining period of the original warranty of the defective Products or Services. In the event Seller cannot immediately replace or cure the affective Products or Services, Seller will refund Buyer a pro rata refund of prepaid fees.

**7. Seller Performance.** Buyer may, at any time, suspend performance of all or any part of the Services by giving not less than five (5) business days' written notice to Seller. The suspension may be continued by Buyer for a period up to sixty (60) days during which period Buyer may at any time, by written notice, require Seller to resume performance of the Services. Buyer will not be liable for any damages, anticipated profits, or costs incurred with respect to suspended Services during any period of suspension.

**8. Inspection.** All Services and Products will be subject to inspection and tests by Buyer at Seller and/or manufacturer's plant, as well as at the place of destination.

**8.1** Anything that may be called for in specifications and not shown on the drawings, or shown on the drawings and not called for by the specifications will be of like effect as if called for and shown in both. In the event of conflict between the drawings and the specifications, the specifications will govern. In the event Seller discovers, any ambiguities or discrepancies, Seller will immediately submit the matter to Buyer for Buyer's determination.

**8.2** No inspection or acceptance of, or payment by, Buyer for any of the Products, or Services described herein will relieve or release Seller from any obligations, warranties, or liabilities pertaining to this order.

**9. Infringement.** Seller warrants that the Products and Services provided hereunder will be free of any rightful claim of any third party for infringement of any intellectual property rights (the "IP Rights"). If any claim is made that any such Products or Services infringe a third party IP Right, Seller shall, at its own expense, either (i) settle or defend such claim or any suit or proceeding arising therefrom and pay all damages and costs awarded therein against Buyer, or (ii) procure for Buyer the right to continue using such Products or Services, or (iii) modify the Products or Services so that it becomes

non-infringing, or (iv) replace the Products or repertory the Services so that it becomes non-infringing.

**10. Indemnification.** Seller hereby indemnifies Buyer, including Buyer's successors and assigns, against, and will hold each of them harmless from, any and all loss, damage, liability, costs of litigation, counsel fees, and other expenses arising out of any claim or suit for alleged infringement of any IP Rights as defined herein, of any person, relating to any of the Products, or Services described herein, or to use or resale thereof by any person or Party; and Seller agrees to assume the defense of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgments awarded therein. This paragraph is not applicable when design of Products is by Buyer, and the infringement is based on the design.

**11. Confidentiality.** In the event Seller receives information marked confidential ("Confidential Information") from Buyer in any media, Seller will not publish, copy, or disclose said Confidential Information other than to those employees or (sub) Sellers with a need to know such Confidential Information in order to perform their duties hereunder and who are bound by a written agreement with the Seller not to disclose any such Confidential Information. These obligations will not apply to information that: (a) was in the public domain at the time of a Buyer's communication thereof to Seller; (b) entered the public domain through no fault of Seller subsequent to the time of the Buyer communication thereof to the Seller; (c) is approved for release by written authorization of Buyer; or (d) is required to be disclosed pursuant to any statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, but in any case, the Buyer will be notified by the Seller before disclosure and given a reasonable opportunity to obtain a protective order or other form of protection. Buyer may obtain injunctive relief or other remedies and damages in the event of any release or threatened release of the Confidential Information. Seller will return all such Confidential Information or destroy or delete the same at the end of the term or at the request of Buyer.

**12. Certification.** Seller certifies that prices charged for the Products, and/or Services described herein are not in excess of those permitted under any applicable regulation or law; and Seller further agrees to comply with all applicable laws, regulations, ordinances, and rules; and Seller also agree to procure at its expense all permits and licenses necessary for compliance with this order.

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**13. SubSellers and Background Check.** If this Agreement requires the use of Seller's employees, (sub)Sellers, or others under the Seller's control at Buyer's premises, Seller agrees that:

(a) Such persons are to be subject to the Buyer's or rules for safety and fire protection. In such instances, Seller will furnish certificates of insurance satisfactory to Buyer indicating that the Seller is covered with (i) Sellers' and Manufacturers' Public Liability and Property Damage Insurance, and (iii) Automobile Public Liability and Property Damage Insurance (if the use of any motor vehicle is involved). All Public Liability and Property Damage insurance will be in the amounts of \$1,000,000 Combined Single Limit (CSL) for each form of coverage. Before starting any work hereunder, Seller will furnish Buyer with the documents certifying to the existence of the insurance coverage specified herein.

(b) Seller will keep all Products, and Services herein described, and the premises on which the work is to be done, free and clear of all liens for Products or labor, or otherwise incident to the performance of Seller's obligation hereunder.

(c) Seller will accept full and exclusive liability for the payment of any and all taxes and contributions for employment insurance, old age retirement benefits, and pensions and annuities that may now or hereafter be imposed any governmental agency, whether measured by the wages, salaries, or remuneration paid to persons employed by the Seller or otherwise, for all work done pursuant to this order.

(d) Seller will obtain and pay for all permits, licenses and inspection fees required for the work hereunder, unless otherwise specified.

(e) Seller hereby accepts full responsibility for, and indemnifies Buyer including their successors and assigns, against, and will hold each of them harmless from, all acts and omissions of Seller, its agents, (sub) Sellers, and employees in the Services performed hereunder or any defects in Products provided. Seller hereby agrees to defend, and hereby indemnifies Buyer against, and will hold each of them harmless from, any and all claims for injury to or death of any and all persons (including but not limited to employees) and for damage to property arising out of or in connection with the performance of Services hereunder, or defects in the Products procured hereunder. "Defects" will mean design defects (unless as provided by Buyer), nonconformity with specifications and/or Products defects in the Services.

(f) Seller is responsible for validating the identify of and ensuring that Seller's personnel and subSellers assigned to perform the Services have the legal right to work in the country(ies) in which they

are assigned to work. Further, prior to assigning any Seller personnel or subSellers to perform any Services, Seller will screen and perform third-party background checks of the personnel and only hire any Sellers or subSellers that pass a successful background check. Such background checks will include valid social security verification and must pass a felony and misdemeanor criminal check. Buyer may request that Seller provide written evidence of successful background checks on Seller's personnel and subSellers at any time. Unless prohibited by law, Seller may not assign any person to perform Services for Buyer who was convicted of a crime. (Seller shall share background check criteria with Buyer).

**14. Insurance.** Before the start of any Services, Seller will purchase and maintain in force and effect for the entire period that this Agreement remains in force, and any extensions thereof, insurance coverage of the types and limits of not less than those set forth in Required Coverage if applicable in accordance with local law. Seller shall provide certificates of insurance to Buyer to confirm such applicable coverages are currently in effect. The certificates shall indicate that the insurers will endeavor to provide at least a thirty (30) day advance written notice of cancellation or non-renewal to Buyer.

### Required Coverage:

Commercial General Liability including coverage for GWC vicarious liability for actions of independent Sellers, damages arising from products or completed operations, blanket or broad form Contractual Liability, insuring the indemnification provision of this Agreement, Personal Injury Liability, and Broad Form Property Damage Liability – required limits for bodily injury and property damage combined are \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

Commercial Automobile Liability including coverage for non-owned and hired vehicles – limits shall be no less than \$1,000,000.00 combined single limit for bodily injury and property damage. All legally required insurance shall be maintained on vehicles used in connection with work performed under this Agreement.

**15. Taxes.** In the event this Agreement requires the rendition of personal Services by Seller, whether in the capacity of consultant, technical advisor, or otherwise, it is agreed that Seller's status will be that of an independent Seller and will not be that of an employee of Buyer and that no withholding will be made from any sums due hereunder to Seller for purposes of any taxes or other mandated deductions that would apply to an employee.

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**16. Notices.** All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other Party or if sent by the certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight carrier.

**17. Waiver.** Any waiver by Buyer of any breach of any term or condition of this order will not constitute a waiver of any subsequent breach of the same, or of a breach of any other term or condition hereof.

**18. Modifications.** No change, alteration, or modification of these terms and conditions will be binding upon either Party hereto, unless the same be in writing and be signed by a duly authorized officer or representative of such Party.

**19. Force Majeure.** Neither Party will be liable for acts of God, nor damages resulting from the use and or service of the Products and Services specified herein.

**20. Governing Law.** This Agreement will be governed by the laws of the California with the exception of its conflicts of laws provisions.

**21. Assignment.** Seller may not assign its rights or delegate its duties hereunder without the express prior written consent of Buyer, and any attempted assignment of rights or delegation of duties in contravention of this provision will be void and of no effect.

**22. Acknowledgement.** Seller acknowledges that this Agreement does not obligate Buyer to purchase the Products/Services from Seller, Seller/Bidder acknowledges and agree that Buyer must submit a purchase order to Seller before the provisions of Services or Products are delivered to Buyer. Seller/Buyer also acknowledge and agree that the Products sold under this Agreement, which may include shipping, technology and software, are subject to applicable customs and export laws and regulations of the country in which the Services are rendered and/or received. Seller/Bidder agrees to abide by those laws and regulations. Seller/Bidder further represents that any technology or software provided by Seller/Bidder and used as part of Services contains no encryption or, to the extent that it contains encryption, such technology or software is approved for export without a license. Seller/Bidder,

on behalf of itself and its affiliates and subsidiaries, will comply with all applicable laws and regulations controlling the export and re-export of any commodities, software, technology, even if said Item(s) is incorporated into other Products not produced by Buyer, as well as the Products of said Item(s). Among other things, Export Laws may require a license for the export or re-export of certain types of Item(s) to specified countries and persons. Seller/Bidder agrees to comply with the Export Control Laws and to obtain proper export licenses before exportation or re-exportation of Items, in whole or in part, and will not engage in the distribution, resale, assignment, sublicensing, transfer, transmission or other use in whole or in part of the Items, or Products thereof, or any other activities in violation of the Export Control Laws or this Agreement. Seller/Bidder hereby gives written assurance that it will comply with and will cause its affiliates, subsidiaries, sublicensees and assignees to comply with all Export Control Laws, and this section, and Seller/Bidder bears sole responsibility for any violations of such Export Control Laws or this section by itself, its affiliates, subsidiaries, sublicense, and assignees, and it will indemnify and hold harmless Buyer for the consequence of any such violation. The obligations stated above in this section will survive the expiration, or cancellation, or termination of this Agreement, or any related agreement

**23. Publicity.** Except as required by law, neither Party will issue any press release or make any other public statement relating to this Agreement, any work done under this Agreement, or any of the transactions contemplated by this Agreement without obtaining the prior written approval of the other Party as the contents and the manner of presentation and publication of such press release or public statement.

**24. Entire Agreement.** This Agreement, together with all documents incorporated herein by reference, constitute the entire agreement between Buyer and Seller, and there are no terms, conditions, or provisions either oral or written between the parties hereto, other than those herein contained, and this order supersedes any and all oral or written representations, inducements, or understandings of any kind or nature between the parties hereto relating to the subject matter hereof.



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Each party agrees that the undersigned is an authorized representative with full authority to enter this Agreement.

**Accepted and Agreed Upon By:**

**Seller's Name**  
**Seller's Address**

**Parsons Services Company**  
**100 West Walnut**  
**Pasadena, 91124**

Authorized By – Seller:

\_\_\_\_\_

Authorized By – Buyer Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**For Notices:**

If to Seller: **Seller's Name Here**  
Seller's Attention to:  
Seller's Address Here  
Click or tap here to enter text.

If to Buyer: **Parsons Services Company**  
Attn: Corporate Procurement  
Contracts  
100 West Walnut Street  
Pasadena, CA 91124