

HOOSIERENERGY
STANDARD TERMS AND CONDITIONS OF PURCHASE
FOR GOODS AND SERVICES

1. TERMS OF AGREEMENT

The Hoosier Energy Purchase Order, together with these terms and conditions and all attachments, exhibits, appendices and other documents as specifically referenced on the Purchase Order constitutes and forms a binding contract between Hoosier Energy Rural Electric Cooperative, Inc. (Hoosier Energy) and Supplier. Hoosier Energy's submission of the Purchase Order is conditioned upon Supplier's agreement that any terms different from or in addition to those contained in the Hoosier Energy Purchase Order, whether communicated orally or contained in any Purchase Order confirmation, invoice, acknowledgment, acceptance or other written correspondence from Supplier, regardless of timing, shall not form a part of the Purchase Order, even if Supplier conditions its acceptance of the Purchase Order on Hoosier Energy's agreement to such different or additional terms.

2. ELECTRONIC ORDERS

Hoosier Energy Purchase Orders may be issued in writing or by electronic means. Electronic transactions shall be deemed to satisfy any legal formalities requiring that agreements be in writing in accordance with the Electronic Signatures in Global and National Commerce Act.

3. SCHEDULE

Time is of the essence regarding Supplier's performance of its obligations under the Purchase Order. As such, the delivery of goods or performance of services shall be in accordance with the schedule specified in this order. Supplier is responsible for notifying Hoosier Energy if performance under the Purchase Order is delayed or is likely to be delayed. If Supplier falls behind for any reason other than excusable delays or causes due to Hoosier Energy actions, then Supplier will apply additional resources or expedite shipping at no additional cost to Hoosier Energy in order to meet the schedule and/or recover the time lost.

4. FORCE MAJEURE

Neither party shall be liable for delays or any failure to perform due to causes beyond its reasonable control. Such delays include, but are not limited to fire, explosion, flood or other natural catastrophes, strikes, or governmental acts to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delay. The delayed party shall notify the other party in writing as soon as reasonably practical (but no later than two (2) business days) after the delayed party becomes aware of a force majeure event.

5. CHANGE ORDERS

If it becomes necessary to make changes to the goods or services being provided, all changes will be formally documented and mutually agreed upon in writing by a Purchase Order Revision. If such changes cause an increase or decrease in the cost of performance of the Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and reflected on the Purchase Order Revision. No claim for extra compensation or for additional time for performance of the Work under the Purchase Order shall be presented by Supplier or considered by Hoosier Energy unless Supplier shall first have provided written notice of such claim to Hoosier Energy within ten (10) working days after the occurrence of the event giving rise to the claim. If Supplier fails to provide Hoosier Energy notice within such time frame, Supplier's claim shall be deemed waived.

6. DELIVERY; RISK OF LOSS; ACCEPTANCE

6.1 Shipping Instructions

Unless otherwise specified on the Purchase Order, all shipments will be F.O.B. destination, freight collect and routed per the Hoosier Energy inbound shipping and routing guide located at www.keyship.net/hoosier. Routing help may be obtained by contacting GLOBAL TRANZ, our third party logistics supplier, at 1-844-561-1222 or hoosier@globaltranz.com. If e-mailing after business hours or on weekends, please also copy expedite@globaltranz.com. **Hoosier Energy will not be responsible for freight charges resulting from a failure to comply with our routing instructions.** All shipments must include a packing slip, which at a minimum includes the Purchase Order number, Supplier and Hoosier Energy part numbers, description of goods, quantity of goods shipped and number of packages in the shipment.

6.2 Packaging

Supplier will preserve, pack, package and handle the deliverables to protect them from loss or damage in accordance with best commercial practices. In addition, Supplier will observe the requirements of any local, state and federal laws and regulations relating to hazardous materials, including without limitation packing, labeling, reporting, carriage and disposal.

6.3 Substitutions

The substitution of goods or services ordered is strictly prohibited unless Hoosier Energy provides advance written permission for such substitution.

6.4 Risk of Loss

Supplier shall bear all risk of loss with respect to the goods delivered and/ or services provided until Hoosier Energy physically receives and accepts the goods and/or services provided.

6.5 Acceptance

Hoosier Energy shall have the right to inspect, test and approve goods delivered or services performed before accepting them. Goods that are damaged, defective, and/or nonconforming to the Purchase Order shall, at Hoosier Energy's option, be (i) returned to Supplier, at Supplier's risk and expense, for immediate replacement by Supplier, (ii) returned to Supplier, at Supplier's risk and expense, for a credit, or (iii) accepted with an equitable reduction in price. Services which are non-conforming to the Purchase Order shall, at Hoosier Energy's option, be (i) re-performed to the standard required by the Purchase Order at no charge to Hoosier Energy, or (ii) accepted with an equitable reduction in price. Payment for any goods or services under the Purchase Order shall not be deemed as acceptance of the goods delivered or the services performed.

7. PRICING & PAYMENT

7.1 Pricing

The total price for goods and/or services ordered is set forth on the Purchase Order. Unless expressly stated otherwise, all prices are firm and no additional charges of any kind such as service charges, surcharges, freight charges, packaging, special handling, and mobilization/demobilization are allowed. No modification or adjustment of the stated price may be made without the written agreement of Hoosier Energy via a Purchase Order revision in advance of Supplier's performance.

7.2 Invoices

Supplier agrees to issue invoices that reference the Purchase Order number, Purchase Order line number, item number, description of goods and/or services provided, quantities, unit prices and extended totals. Any terms and conditions printed or otherwise included in Supplier's invoice shall be without effect and shall not require any action on the part of Hoosier Energy. Any taxes to be collected by Supplier shall be stated separately and shall be remitted by Supplier to the appropriate taxing authority. Invoices shall be submitted by e-mail to accountspayable@hepn.com (pdf format) or by US mail to: Hoosier Energy Rural Electric Cooperative, Inc., Attn: Accounts Payable, P.O. Box 908, Bloomington, Indiana 47402-0908. Failure to comply with the above may result in delayed payment or returned invoices.

7.3 Payment Terms

Unless otherwise specified on the face of the Purchase Order, standard payment terms for all undisputed invoices is Net 30 days from date of invoice receipt.

7.4 Taxes

The price of the Purchase Order includes, and Supplier is exclusively liable for and agrees to pay, any and all taxes imposed by federal, state and local governmental agencies upon the wages, salaries, bonuses and other remuneration of its employees as well as all applicable sales or use taxes, due and payable, in connection with all goods and services provided under the Purchase Order. Any applicable sales or use tax payable by Hoosier Energy to Supplier shall be stated separately on Supplier's proposal and invoices. The price of the Purchase Order shall not include any taxes for which Hoosier Energy has furnished a valid exemption certificate. In accordance with Indiana Code 6-2.5-5-10, Hoosier Energy is exempt from Indiana state sales tax on purchases related to electric power generation in the state of Indiana. An Indiana General Sales Tax Exemption Certificate will be provided when applicable.

7.5 Disputed Amounts

Hoosier Energy and Supplier agree to use their best efforts to resolve any disputed amount on an invoice within thirty (30) calendar days after Hoosier Energy provides written notification of the dispute to Supplier. During this period, Hoosier Energy is not under any obligation to pay the amount in dispute and said amount is not subject to the accrual of any interest.

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7.6 Credits

Credits or other amounts due to Hoosier Energy may be applied or offset against any invoice submitted by Supplier. Credits due to Hoosier Energy that are not applied against an invoice shall be paid within thirty (30) calendar days of written request from Hoosier Energy.

7.7 Final Payment

Acceptance of final payment by Supplier shall be a release to Hoosier Energy its officers, directors, and agents of all claims and liability for the Purchase Order price.

8. TERMINATION

8.1 The Purchase Order shall remain in effect until the goods and/or services are delivered/completed and accepted by Hoosier Energy unless terminated earlier due to:

8.1.1 Termination for Default

If through any cause, the Supplier fails to furnish in a timely and proper manner its obligations under the Purchase Order, Hoosier Energy shall have the right to terminate the Purchase Order by providing five (5) business days written notice. Supplier shall not be relieved of its liability to Hoosier Energy for the damages sustained as a result of any breach to the Purchase Order, and Hoosier Energy may withhold any payments due to Supplier until the exact amount of the damages due to Hoosier Energy is determined.

8.1.2 Cease to Perform and Bankruptcy

Hoosier Energy may immediately terminate the Purchase Order if Supplier ceases to operate as a business, files for bankruptcy (voluntary or involuntary), becomes insolvent or otherwise unable to substantially perform any of its obligations under the Purchase Order.

8.1.3 Cancellation and Termination for Convenience

Hoosier Energy reserves the right to terminate or cancel the Purchase Order, in whole or in part, at any time for any reason, provided Supplier is given five (5) business days written notice. At that time all finished or unfinished work, documents, plans and reports prepared by or on behalf of Supplier for the purpose of the Purchase Order shall, at Hoosier Energy's option, become the property of Hoosier Energy. Supplier shall be entitled to receive just and equitable compensation for any satisfactory work completed and reimbursement(s) for cancellation costs that are mutually agreed to by both parties. Supplier will under all circumstances act in a manner to minimize its costs affiliated with a termination or cancellation of this nature and understands that under no circumstances will these circumstances constitute the basis of a claim of damages or loss of anticipated profits.

9. REPRESENTATIONS AND WARRANTY

9.1 Supplier represents and warrants the following:

9.1.1 It has the full legal and financial power to enter into the Purchase Order and to perform its obligations under the Purchase Order.

9.1.2 That the goods and services provided conform to Hoosier Energy specifications and requirements.

9.1.3 That all goods will be new (unless specified otherwise) and that goods and services will be free from defects in material and workmanship.

9.1.4 That all goods and services will be free from defects in design, unless the design was provided by Hoosier Energy.

9.1.5 That all goods and services will be fit and safe for their intended purpose(s).

9.1.6 That it has clear title to the goods and that goods and services will be delivered free of liens or encumbrances.

9.1.7 That it shall employ only competent and experienced personnel to perform the tasks in the Purchase Order.

9.1.8 No federal, state, local or foreign statute, law, rule, regulation or order will be violated in the performance of the Purchase Order.

9.2 For a period of twelve (12) months after Hoosier Energy's acceptance, Supplier shall, at its own cost (including freight when applicable), re-perform all matters related to the Purchase Order that do not fully comply with this warranty. If the non-conforming goods or services cannot be repaired, replaced or re-performed to conform to the requirements of the Purchase Order, Supplier shall promptly refund all or that portion of the Purchase Order price (including freight) paid by Hoosier Energy for such goods and/or services.

9.3 Payment for, inspection of, or receipt of goods or services shall not constitute a waiver of any breach of warranty.

10. INDEMNIFICATION

To the fullest extent permitted by laws and regulations, Supplier shall defend, indemnify and hold harmless Hoosier Energy, its affiliates, directors, officers and employees from and against any and all claims, demands, losses, damages, liabilities, judgements, costs and expenses, obligations and attorneys and other professional fees and expenses arising out of or relating to the goods delivered and/or services performed by Supplier or Supplier's subcontractors under the Purchase Order. This includes, but is not limited to: (a) actual or alleged patent, copyright, or trademark infringement or violation of other proprietary right, arising out of the purchase, sale or use of the goods or services; (b) actual or alleged defect in the services or in the design, manufacture, or material of the goods; (c) actual or alleged breach of warranty; (d) failure of Seller to deliver the goods or services on a timely basis; or (e) failure of the goods or services to meet the requirements of the law. Neither Hoosier Energy nor Supplier shall be responsible to each other for consequential damages arising out of or relating to the Purchase Order.

11. INSURANCE

11.1 General Insurance Requirements

When applicable and as detailed in Paragraphs 11.3 and 11.4, Suppliers working for Hoosier Energy are required, at their own expense, to procure and maintain in full force and effect insurance policies of the types and in the minimum liability amounts outlined herein. Coverage shall comply with the following:

11.1.1 Policies must be written by insurers authorized to write such coverage in Indiana and having an A.M. Best Company rating of A-/VII or better.

11.1.2 All liability coverage must apply on a per occurrence basis, be maintained, at a minimum, throughout the term of the Purchase Order, including any warranty periods, and cover all work to be performed under the Purchase Order. If Supplier's liability coverage contains exclusion(s) and/or limitation(s) related to the work being performed, then Supplier shall be responsible for disclosing the exclusion(s) and/or limitation(s) in writing to Hoosier Energy prior to the acceptance of the Purchase Order.

11.1.3 Any coverage under a claims-made policy shall be disclosed in advance to Hoosier Energy for prior approval. Should Hoosier Energy provide such approval, those coverages written on a claims-made form shall be maintained throughout the term of the Purchase Order and be continually renewed for a period not less than three (3) years following completion and acceptance of all work and warranty work under the Purchase Order.

11.1.4 Deductibles and/or retentions (if any) shall be the sole financial responsibility of Supplier and shall be promptly paid so as not to prejudice any coverage required herein.

11.1.5 Supplier shall contact Hoosier Energy at least 30 calendar days in advance, or immediately upon receipt of written notification, of any cancellation or material change in coverage.

11.1.6 Supplier shall ensure and verify that subcontractors (if any) are adequately insured. Insurance held by subcontractors does not relieve, remove or reduce the obligation of Supplier to maintain the insurance required herein.

11.1.7 Supplier is required to include through endorsement or blanket policy wording Hoosier Energy, its partners, directors, officers, agents and employees as additional insured parties on all policies with the exception of Worker's Compensation, Employer's Liability and Professional Liability/Errors and Omissions.

11.1.8 Insurance policies, including insurance provided to Hoosier Energy by virtue of being an additional insured, shall be primary without right of contribution from any insurance, self-insurance, indemnity, surety or other financial arrangement held and maintained by Hoosier Energy and shall contain standard separation of insureds provisions with no cross-liability or cross-suits exclusions.

11.1.9 All coverages shall be endorsed to include a waiver of subrogation in favor of Hoosier Energy, and its partners, directors, officers, agents and employees.

11.1.10 Hoosier Energy reserves the right to require an upward adjustment in liability limits. Any upward adjustment will be mutually agreed upon by both Parties and documented in writing.

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11.2 Proof of Insurance

Supplier shall provide proof of insurance in the form of a compliant certificate of insurance (COI) *prior* to the performance of any work under the Purchase Order. Supplier shall also provide supporting additional insured and waiver of subrogation endorsements if requested. Certificates of insurance shall be issued to the certificate holder **Hoosier Energy Rural Electric Cooperative, Inc., PO Box 908, Bloomington, IN 47402-0908**. In the event insurance coverage expires during the course of work under the Purchase Order, Supplier agrees to provide a new COI as evidence of the renewed insurance coverage. Supplier's failure to provide a COI, replace an expired COI, provide a COI that meets the insurance requirements outlined in the Purchase Order, or failure of Hoosier Energy to enforce any aspect of this requirement shall not be deemed as a waiver or limitation of Hoosier Energy's rights to insist upon full compliance with the insurance requirements contained in the Purchase Order, nor shall it be construed to limit or relieve Supplier of any liability arising out of or associated with Supplier's performance of work. Failure to provide evidence of current insurance coverage may cause work in progress to cease and all future work to be put on hold until appropriate coverage is evidenced to Hoosier Energy.

11.3 Liability Types and Policy Limits Required for Onsite Work

If Supplier is performing work on Hoosier Energy property, Supplier agrees to secure and maintain, at its sole cost and expense, policies of insurance in the types and amounts listed below.

11.3.1 Commercial General Liability

This policy shall cover all bodily injury, personal injury and property damage claims and liabilities arising out of the performance of the work by Supplier and its subcontractors. Commercial General Liability coverage shall be written on an ISO CG 00 01 occurrence type policy, or its equivalent, with an aggregate limit that applies on a *per project or per contract* basis including coverage with no exclusions or sublimits related to blasting, explosion, collapse of structures, damage to underground property, Blanket Contractual Liability or Broad Form Property Damage Hazard. If the work includes operations within 50 feet of a railroad right of way, all railroad exclusionary language or sublimits contained within the policy shall be deleted, and ISO CG 24 17 shall be endorsed to the policy. If Supplier has a pre-1986 policy, an additional endorsement shall be provided indicating that Blanket Contractual and Broad Form Property Damage Hazard Liability coverage is included with the General Liability coverage. Liability limits shall not be less than: **\$1,000,000 per occurrence, \$1,000,000 personal & advertising limit, \$2,000,000 general aggregate, and \$2,000,000 products/completed ops aggregate**. Supplier agrees to maintain General Liability coverage as defined in this section for a minimum period of two (2) years after the date of final completion of the work under the Purchase Order. Additional insured protection shall apply to both on-going and completed operations. ISO forms CG 20 10 or CG 20 33 (ongoing operations) and CG 20 37 (completed operations), or their equivalents, shall apply. Additional insured endorsements providing products/completed operations coverage shall continue to provide coverage through the expiration of time within which a claim may be filed under all applicable laws.

11.3.2 Automobile Liability

This policy shall be written in comprehensive form to include personal/ bodily injury, mental anguish and third party property damage per accident. Coverage shall apply to the operation, loading and unloading of all motor vehicles licensed for highway use (owned, non-owned, scheduled and hired). Liability limits shall not be less than **\$1,000,000 per occurrence, combined single limit**.

11.3.3 Umbrella/Excess Liability

This policy shall cover claims and liabilities in excess of the limits provided under all liability policies held by Supplier with the exception of Professional Liability Insurance. Supplier agrees to maintain this coverage for a minimum period of two (2) years after the date of final completion of work under the Purchase Order. Liability limits shall not be less than **\$2,000,000 per occurrence, \$2,000,000 policy aggregate**. Hoosier Energy may at its discretion request Supplier obtain higher liability limits than those referenced above. In those instances, the required policy liability limits shall be as stated on the Purchase Order.

11.3.4 Workers Compensation

Liability limits shall be issued at **statutory limits** as defined by the state where the work will be performed and shall comply with all federal requirements with no exclusions or limitations.

11.3.5 Employers' Liability

Liability limits shall not be less than **\$500,000 per accident, \$500,000 disease per employee and \$500,000 disease policy limit**.

11.4 Other Liability Types and Policy Limits

When applicable to the work performed by Supplier under the Purchase Order, Supplier agrees to secure and maintain, at its sole cost and expense, policies of insurance in the types and amounts listed below.

11.4.1 Professional/Errors and Omissions Liability

If during the course of performing work under the Purchase Order Supplier provides professional services including but not limited to engineering and consulting, Supplier shall provide insurance covering Supplier and any other firms or persons under Supplier's direction for professional acts, errors and omissions with liability limits covering claims for financial loss, bodily injury and property damage arising out of Supplier's and its subcontractors and subconsultants' professional services in an amount not less than **\$1,000,000 each occurrence and \$2,000,000 in aggregate**. Supplier agrees to maintain this coverage for a minimum period of two (2) years after the date of final completion of the work and expiration of all applicable warranties under the Purchase Order.

11.4.2 Aircraft Liability

If during the course of performing work under the Purchase Order Supplier utilizes aircraft, Supplier shall provide Aircraft Liability Insurance (covering fixed wing and rotorcraft aircraft) for owned, non-owned, leased and hired, manned and unmanned aircraft. The limits of liability for bodily injury, property damage and passenger liability shall not be less than **\$10,000,000 per occurrence**.

11.4.3 Marine Liability

If during the course of performing work under the Purchase Order Supplier utilizes watercraft, Supplier shall provide the appropriate Marine Liability Insurance for owned, non-owned, leased and hired craft and/or equipment. The limits of liability for bodily injury and property damage shall not be less than **\$10,000,000 per occurrence** and shall not exclude bodily injury of passengers.

11.4.4 Environmental Impairment Liability

If during the course of performing work under the Purchase Order Supplier provides transportation, handling, disposal, abatement, or remediation of hazardous materials or pollutants, Supplier shall provide Environmental Impairment Liability Insurance covering Supplier's liability for bodily injury, property damage and environmental damage. This coverage shall include, but is not limited to, onsite and offsite clean-up costs, onsite and offsite disposal costs and third party claims for bodily injury and/or property damage and pollution releases resulting from the transportation and disposal of hazardous materials. Liability limits shall not be less than **\$1,000,000 per occurrence**.

12. ONSITE WORK REQUIREMENTS

12.1 Safety

Hoosier Energy maintains a copy of its Supplier Health & Safety General Terms and Conditions at <https://www.hoosierenergy.com/downloads/contractorsafetyrules.pdf>. While these rules, policies, procedures, and warnings are not an attempt to replace Supplier's existing safety and health program(s), they do serve to set a minimum standard that all employees working under the control of Supplier must fully comply with. Any Supplier whose employees or subcontractors fail to comply with these rules may be subject to temporary or permanent removal from the job site and removal from consideration for future Hoosier Energy projects. These rules are subject to modification from time to time, without Supplier's consent, where modification is necessary to comply with laws and/or regulations or to protect persons and/or property. Supplier represents and warrants that all staff, employees and subcontractors have read and will comply with all provisions set forth in the Hoosier Energy Supplier Health & Safety General Terms and Conditions while engaged to perform work or services for Hoosier Energy.

12.2 Drug Screening

In order to provide a drug and alcohol free work place, Hoosier Energy participates in the Coalition for Construction Safety, Inc. (CCS) Substance Abuse Program. **Any person performing work for Supplier is required to have an "Available" CCS card prior to the performance of work on Hoosier Energy property.** Supplier agrees to comply with this requirement and understands that access to Hoosier Energy property will be denied in

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the event that there is a compliance failure. To review current requirements, visit the CCS website at www.ccs-safety.org or the DISA - Midwest Toxicology website at <http://www.midwesttox.com/ccs.html>. For assistance in obtaining CCS cards contact third party administrator DISA - Midwest Toxicology Services, LLC at (317) 269-3030 or admins@midwesttox.com.

12.3 Site Conditions

Supplier represents that it has satisfied itself as to the nature of the site for the performance of services, and the conditions, particularly those bearing upon: transportation; access; disposal, handling and storage of materials; availability and quality of labor; uncertainties of weather; the conditions of the ground; the character, quality and quantity of surface and subsurface materials to be encountered; the character of equipment and facilities needed during performance of the services and all other matters which can in any way affect the services or the cost thereof.

12.4 Work Area

Hoosier Energy will designate the boundary limits of the service area and Supplier shall stay within these boundaries. Supplier is solely responsible, except for acts of negligence by Hoosier Energy, for the protection of the work area and all tangible uncompleted work in progress that is related to the services being provided.

12.5 On-site Safety Coordinator

If during the course of performing work on-site, the number of Supplier employees (including subcontractor employees) is equal to or greater than 20 people, Supplier may be required to have a full-time Onsite Safety Coordinator as set forth in the Hoosier Energy Supplier Health & Safety General Terms and Conditions.

12.6 Clean Up and Waste Removal

Supplier shall at all times keep its work area and any storage areas free from accumulation of waste materials. Unless Hoosier and Supplier expressly agree otherwise in writing, Supplier and its subcontractors shall be solely responsible for any wastes generated in the course of performing work on site, and Supplier shall handle, store, remove from Hoosier Energy property and dispose of such wastes in accordance with applicable laws. Upon completion of work, Supplier shall leave the job site in a condition acceptable to Hoosier Energy. Supplier shall be solely responsible for the removal and proper disposal of any excess or unused quantities of materials Supplier causes to be brought onsite. Should Supplier fail within a reasonable time to comply with any of the foregoing, Hoosier Energy may, after written notice to Supplier, perform the clean up, removal and disposal at Supplier's expense.

13. MECHANICS LIEN

With the exception of Hoosier Energy's failure to pay undisputed invoices due, Supplier, its successors in interest and all subcontractors and their successors in interest hereby release all right to claim or file notice of mechanics or any other type of lien upon Hoosier Energy, its property, any buildings or improvements on its property, or the goods and services rendered under the Purchase Order. If requested, Supplier shall execute and deliver to Hoosier Energy such documents as required by law to make this release effective and shall give all required notices to subcontractors with respect to ensuring the effectiveness of the release against those parties. Supplier shall secure the removal of any such lien within five (5) business days of receipt of written notice from Hoosier Energy to remove such lien. If Supplier fails to obtain a release of the lien, Supplier shall indemnify, save and hold harmless Hoosier Energy from any expenses incurred in obtaining the release of any such lien, including the cost of bonding off the lien and attorney fees.

14. RELATIONSHIP WITH HOOSIER ENERGY

Supplier represents and warrants that it is an independent contractor with no authority to contract for Hoosier Energy or in any way to bind or to commit Hoosier Energy to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Hoosier Energy. Under no circumstances will Supplier, or any of its staff or subcontractors, if any, hold itself out as or be considered an agent employee, joint venture or partner of Hoosier Energy. Hoosier Energy retains no control or direction over Supplier, its staff, or subcontractors or over the detail, manner, or methods of performance of the work by Supplier. In recognition of Supplier's status, Hoosier Energy will not carry Workers' Compensation, health, accident or any other insurance to cover Supplier, its staff or subcontractors.

15. TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES

15.1 License Terms

If Supplier goods contain software or source code, Supplier grants to Hoosier Energy an irrevocable, non-exclusive, perpetual, worldwide right and license to use and reproduce the software, data and other documentation provided by Supplier to Hoosier Energy. Supplier shall retain all ownership rights, title and interest (including without limitation all copyright, patent, trade secrets and other intellectual property rights) to the software, except to the extent that the software incorporates proprietary or confidential information pertaining to Hoosier Energy or its customers.

15.2 Warranty

Supplier warrants that software shall conform to and perform in accordance with all applicable software descriptions and specifications and will not contain any viruses, Trojan horses, disabling codes, timers, clocks, counters or other limiting designs or routines which will cause the software to be erased, inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed pursuant to the Purchase Order after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any similar triggering factor. For a period of twelve (12) months after delivery of the software, Supplier will, at no charge, correct any defects and deliver all fixes, corrections, and patches for errors and bugs to the software. If Supplier is unable to correct any defect, Supplier shall promptly replace the software without charge. All replacement software must comply with the requirements of this warranty provision.

16. COMPLIANCE WITH LAWS AND REGULATIONS

Supplier certifies that in the performance of the Purchase Order, it shall fully comply with all applicable federal, state, and local laws, rules and regulations. Supplier further agrees to hold Hoosier Energy harmless from any loss, damage, fine, penalty or expense whatsoever that Hoosier Energy may suffer as a result of Supplier's failure to comply with this certification.

Supplier and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

17. DISPUTE RESOLUTION

Failure of Supplier to meet its obligations under the Purchase Order will result in Hoosier Energy providing written notification outlining the matter in dispute. Supplier will have five (5) business days from the notification date to fully restore the matter in dispute or present a written solution to the dispute that is acceptable to Hoosier Energy. If the dispute is not remedied within the agreed upon time frame, Hoosier Energy may provide written notification of its intent to terminate the Purchase Order for default as outlined in Paragraph 8.1.1.

18. REMEDIES

If either party is held by any court of competent jurisdiction in any action or suit to be in violation, breach, or nonperformance of any of the terms of the Purchase Order, then it shall pay all costs of such action or suit, including reasonable attorneys' fees. All rights and remedies of Hoosier Energy herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of the Purchase Order, and temporary and permanent injunctive relief.

19. CONFIDENTIAL INFORMATION

This Purchase Order is considered confidential between Supplier and Hoosier Energy, and Supplier acknowledges that in the performance of work under the Purchase Order, it may be exposed to or acquire communication or data from Hoosier Energy that is privileged and confidential and as such not intended to be disclosed to third parties. Supplier shall not reveal, duplicate, market or otherwise make available to persons outside of Hoosier Energy, any information, documents, data or materials provided by Hoosier Energy or produced by Supplier in connection with the Purchase Order; or in any manner whatsoever through its working relationship with Hoosier Energy, allow any other person, firm, or corporation to copy, reproduce or disclose in whole or in part, said information or materials, without the prior written approval of Hoosier Energy. Supplier shall have appropriate measures in place to protect confidential information and shall immediately notify Hoosier Energy in writing if a suspected or actual breach of confidential information has occurred.

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- Photography, video or audio recording on Hoosier Energy property is strictly prohibited without the prior written authorization of Hoosier Energy.
- 20. DRAWINGS/DOCUMENTS**
When required as a deliverable under the Purchase Order, Supplier shall prepare and submit drawings and documents in the time and format specified. Drawings/documents may include but are not limited to maps, project cost estimates, design or project calculations, project studies, design drawings, as-built or as-installed drawings, construction drawings, equipment drawings, or bill of materials. All drawings and documents prepared specifically for Hoosier Energy under the Purchase Order shall become the property of Hoosier Energy upon payment, and may be used in any manner and provided to any person at the sole discretion of Hoosier Energy.
- 21. RECORD KEEPING AND RIGHT TO AUDIT**
Supplier agrees to keep full and detailed business records and agrees to exercise the appropriate business controls as may be necessary for proper business and financial management under the Purchase Order. Supplier shall maintain and retain these records for a period of at least two (2) years after final payment or longer as may be required by law. For goods or services provided on a time and materials or cost plus basis, Hoosier Energy reserves the right, upon request, to inspect all payrolls, invoices, data and other records of Supplier relevant to the goods or services provided under the Purchase Order.
- 22. ADVERTISING AND PUBLICITY**
Supplier is prohibited from using the name or logo of, or referring to Hoosier Energy directly or indirectly in any advertisement, news release, professional/trade publication, public announcement or public disclosure (including social media sites) without prior written approval from Hoosier Energy.
- 23. ASSIGNMENT AND SUBCONTRACTING**
Supplier may not assign or transfer directly or indirectly any of its rights or obligations created under the Purchase Order, whether such assignment is effected in connection with a sale of assets or stock, through merger, insolvency proceeding or otherwise, without the prior written consent of Hoosier Energy. Any attempt to do so shall be void and without effect. Subcontracting of any of the work under the Purchase Order shall not relieve Supplier of its duties or obligations under the Purchase Order and Supplier shall indemnify and hold Hoosier Energy harmless for any payments due to any subcontractor.
- 24. SEVERABILITY**
The invalidity or unenforceability of any provision of the Purchase Order shall not affect the validity or enforceability of any other provisions of the Purchase Order, which shall remain in full force and effect.
- 25. WAIVER OF RIGHTS**
The failure of Hoosier Energy to exercise any of its rights under this order shall not constitute a waiver of such right.
- 26. GOVERNING LAW**
This Purchase Order shall be governed by and construed in accordance with the laws of the State of Indiana and the federal laws of the United States of America. Both Parties consent and submit to the jurisdiction and forum of the state and federal courts of the State of Indiana in all questions and controversies arising out of the Purchase Order.