MONTROSE ENVIRONMENTAL
STANDARD US TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS AND SERVICES

1. **GENERAL** - Supplier shall provide Goods and/or Services in accordance with these terms and conditions ("**Terms & Conditions**") which together with an accompanying purchase order(s) (each, a "**PO**") from the Montrose company identified in the PO ("**Purchaser**"), constitute the parties' agreement (the "**Agreement**"). Supplier shall provide Goods and/or Services, only upon request and only to the extent defined and expressly required by Purchaser in a PO. This Agreement shall take precedence over all inconsistent or contrary terms and conditions except if Purchaser expressly accepts additional terms and conditions in a signed writing. Supplier's acceptance of a PO shall be unqualified, unconditional and subject to the Agreement. Any new, different and/or additional terms or conditions attached to, referenced in, or otherwise included as part of any Supplier's proposal or related documents are null and void and are expressly rejected by Purchaser. Except as expressly set forth in these Terms and Conditions, the parties expressly disclaim and waive the use of Uniform Commercial Code (UCC) § 2-207 to modify this Agreement or POs. Supplier's written acceptance and/or any commencement of performance by Supplier under the PO shall create a binding contract and shall be conclusive evidence of the Supplier's acceptance of the Agreement, provided, however, that Purchaser may unilaterally cancel a PO without any cost at any time prior to Supplier's acceptance hereof. Upon acceptance, this Agreement shall constitute the entire agreement between Purchaser and Supplier, and shall supersede all prior negotiations, discussions and dealings. These Terms and Conditions may not be modified or rescinded except by a writing signed by both Supplier and Purchaser.

2. **DEFINITIONS** - Capitalized words in the Agreement shall be afforded the meanings as defined herein, and if not herein defined, as set forth by the Uniform Commercial Code (UCC) § 2-103 *et seq*.

3. **PAYMENT** - If no payment terms are specified in the applicable PO, an undisputed invoice amount(s) shall be payable within sixty (60) days after the later of (i) delivery and acceptance of Goods or Services conforming with the terms of the applicable PO and this Agreement, or (ii) receipt of proper invoicing to Purchaser's office. Supplier's price(s) in a PO shall include all applicable Federal, State and local taxes and duties unless a tax-exempt certificate has been provided by Purchaser. Supplier assigns to Purchaser all rights to refunds of sales and use taxes paid in connection with the PO and agrees to cooperate with Purchaser in the processing of any refund claims. Unless expressly otherwise provided in the PO, Purchaser shall not be liable for any shipping, handling, fuel surcharges or similar fees. All prices are firm, fixed and not subject to escalation. No additional charges will be allowed for import duties, transportation, packaging, returnable containers, and/or documentation unless otherwise agreed in writing between the parties. Additional costs which have not been expressly accepted by Purchaser in a signed writing will not be eligible for reimbursement. Purchaser shall not be obligated to pay any amounts not properly invoiced within 90 days after Goods and/or Services are furnished, including any pass-through expenses that otherwise may have been subject to reimbursement in accordance with a PO. Purchaser may, in its sole discretion, require lien releases upon payment by Purchaser of Supplier's invoices. Supplier shall refrain from filing of mechanic's or any other lien against the property that is the subject of the Agreement or any Purchaser property. Supplier agrees if it files any lien or an UCC-1 financing statement it shall provide Purchaser with a certified copy within twenty-four (24) hours or shall discharge the aforementioned at its sole cost.

4. **SUPPLIER'S PERFORMANCE** - All necessary labor, materials, Services, Goods and equipment that the Supplier requires to execute a PO shall be supplied by Supplier, unless otherwise agreed to in writing. If Supplier will enter the property of Purchaser's client ("Client"), Supplier agrees to comply with all requirements of Purchaser's Client in addition to this Agreement and the PO. Supplier may only subcontract its performance under a PO, or any portion thereof, by first obtaining Purchaser's prior written consent.

5. **TERMINATION** - Purchaser, at its sole discretion, may terminate this Agreement and/or any PO or portion thereof, for convenience at any time for any reason. Termination is effective immediately upon Purchaser sending an email, facsimile or mailed notice of termination. Supplier's sole remedy for a terminated PO or portion of a PO for Goods is UCC §2-703, except the parties agree that Purchaser's total aggregate liability under a PO for Goods shall be limited to the value of the Goods authorized and performed under the PO as of the date of termination. Supplier's sole remedy for termination of a PO or portion of a PO for Services is pro rata payment for the Services performed and accepted by Purchaser through the date of termination. Purchaser shall have the right, without penalty or payment, to cancel any PO if (i) Supplier breaches any of the terms of this Agreement; (ii) Supplier's insolvency or commission of an act of bankruptcy; (ii) commencement of proceedings by, for or against Supplier under any law relating to bankruptcy or the relief of debtors; (iii) the appointment of a receiver or trustee for Supplier, whether voluntary or involuntary; (iv) the execution by Supplier

of an assignment for the benefit of creditors; and (v) the determination by Purchaser, in its sole and reasonable judgement, that Supplier's financial condition is such as to endanger its performance hereunder ("**Termination for Cause**"). In the event of a termination of a PO, upon Purchaser's request, Supplier shall deliver to Purchaser full title and possession, in either case, of (i) the goods and service deliverables, or (ii) all raw materials, work-in-process and finished goods, parts and other material together with any associated warranties, and any subcontracted items which Supplier has specifically produced or acquired or contracted for in accordance with this Agreement, and which Purchaser has paid for pro rata through the date of termination or thereafter. No termination shall act as or deemed to be a waiver by Purchaser of any other right or remedy it may have at law, in equity, or under this Agreement. The rights and obligations under this section shall survive the termination or expiration of this Agreement and/or any PO or portion thereof.

6. **IMPROPER PERFORMANCE** - In addition to other remedies provided by law, Purchaser reserves the right to reject any Goods and/or Services, and to revoke any previous acceptance and to cancel all or any part of a PO if Supplier fails to deliver all or any part of the Goods or perform any of the Services in accordance with the terms and conditions of the Agreement and PO. Acceptance of any portion of the Goods and/or Services under a PO shall not bind the Purchaser to accept any future Goods and/or Services, nor deprive it of the right to return Goods already accepted.

7. **RELEASE TO MANUFACTURING AND CHANGES** - To the extent the Goods are customized specifically for Purchaser, prior to releasing an order to manufacturing, and within 14 days of receipt of the PO, the Supplier shall provide full dimensional manufacturing drawings, wiring diagrams, cut sheets, and other pertinent shop drawings for approval by Purchaser. Purchaser will review and comment if deficiencies are observed or otherwise discovered, and may require changes as appropriate. If Supplier's provided information appears acceptable, Purchaser shall provide approval and release for manufacturing. Purchaser reserves the right at any time prior to shipment of Goods to make changes by written change order as to: (a) Purchaser's documents or specifications or related documents, including the specifications of any Goods to be specifically manufactured for Purchaser; (b) methods of shipment or packing; (c) place of delivery, (d) schedule of delivery; and (e) size or amounts of the quantities ordered. If any such change causes an increase or decrease in the cost of or the time required for performance of a PO, an equitable adjustment may be made in the contract price or delivery schedule or both. Any claim by Supplier for adjustment under this clause shall be waived by Supplier unless asserted in writing within fourteen (14) days from receipt by Supplier of the change requested by Purchaser.

   For Services, Purchaser may at any time in writing, unilaterally (i) suspend any Services in whole or in part for a stated time period, (ii) make changes to the requested Services and/or the schedule of delivery, and (iii) require timely resumption of any suspended Services. If such suspension or change causes an increase or decrease in the cost of, and/or the time required for supplying the Services, upon mutual agreement, an equitable adjustment shall be made via change order in the PO price, delivery schedule, or both.

   To the extent, if any, that Purchaser's engineering, technical, and other personnel may, on occasion, render assistance, exchange information, or give advice to Supplier's personnel concerning the Goods and/or Services to be furnished hereunder, such assistance, exchange or advice, if any, shall not constitute either a change under this Section and/or any waiver of the Supplier's existing obligations. In order to be valid and binding upon Purchaser, any change, waiver, or amendment to the PO must be in writing and signed by an authorized representative of Purchaser.

8. **WARRANTY AND STANDARD OF CARE** - Supplier expressly warrants for a minimum period of one (1) year from the date the Goods go into its intended service, or eighteen (18) months from receipt, whichever is longer, that all (i) Goods delivered under a PO to be free from defects in design, material and workmanship and to be of the quality, size and dimensions ordered and (ii) Services performed under a PO to be in conformity with all plans, specifications and other data incorporated as part of a PO, and be performed in a good and workmanlike manner, by workers who are appropriately trained, experienced and qualified to perform the Services being delivered. These express warranties shall not be waived by reason of acceptance or payment by Purchaser. Each PO incorporates by reference all applicable terms of the UCC, providing any protection to Purchaser for Goods, including but not limited to all warranty protection (express or implied) and all of Purchaser's remedies under the UCC, New York statute and/or NY common law. All Goods and Services shall also be subject to any stricter warranties specified in a PO or in other materials incorporated in a PO by reference. A new warranty shall be established for and shall apply to any such replacement or corrected Good or Services. All of the foregoing warranties expressly and explicitly extend to the future performance of Services or delivery of Goods.

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9. **INDEMNITY** - Supplier shall defend, indemnify and hold harmless, Purchaser, Client and each of their respective parent(s), member(s), principals, officers, directors, employees and agents (each, an "Indemnified Party"), from and against all damages, liabilities, claims, losses, judgments, settlements and expenses (including, without limitation, attorneys' and expert fees) (collectively, "**Claims**") arising out of, or in any way related to: (i) Supplier's performance under the Agreement; (ii) any actual and/or alleged defect in any Goods and/or Services; (iii) the breach of any obligation or warranty under this Agreement; (iv) any actual or alleged infringement of any patent, trademark, copyright, mask work, trade secret, or any unfair competition right, in the Goods and/or Services purchased under the Agreement; or (v) any act or omission of Supplier, its agents, employees or subcontractors; and Supplier agrees to, and will assume on behalf of Purchaser, upon its demand (without regard to the real or apparent merits of said action), the defense of any court or agency action which may be brought against Purchaser as a defendant or respondent. With regard to Supplier's obligation to defend, Purchaser shall have the right to select the legal counsel whom Supplier shall provide to defend any Indemnified Party, subject to Supplier's approval of the qualifications of such legal counsel and the reasonableness of counsel's hourly rates as compared to the rates of attorneys with similar experience and qualifications in the relevant area of legal expertise and in the jurisdiction where the claim will be adjudicated. In the absence of a conflict(s) of interest with respect to joint counsel between Supplier and Purchaser, if Purchaser elects, in its sole discretion, to retain separate legal counsel, in addition to or in lieu of the counsel to be provided by Supplier, then all costs and expenses incurred by Purchaser for such separate counsel shall be borne by Purchaser and the Supplier shall, at its own expense, reasonably cooperate with Purchaser and its separate legal counsel in the investigation and defense of any such claim(s) or action(s). Supplier shall not settle or compromise any Claim in a manner that imposes or admits any liabilities, restrictions or obligations on Purchaser without Purchaser's prior written consent, in Purchaser's sole discretion. If Purchaser elects to require that Supplier defend a Claim pursuant to this section, and Supplier fails or declines to assume the defense of such Claim within thirty (30) days after notice thereof, Purchaser may assume the defense of such Claim for the account and at the risk of Supplier, and any Claims related thereto shall be conclusively deemed a liability of Supplier. The indemnification rights of the Indemnified Parties contained herein are in addition to all other rights which such Indemnified Party may have at law or in equity or otherwise.

   Supplier shall be solely responsible for the health and safety of its employees, agents and lower tier subcontractors for the duration of the Services performed hereunder or until the Goods have been delivered and accepted, as applicable, except to the extent required otherwise by the indemnity provisions above and by applicable law. Supplier shall comply with all applicable federal, state, and local Health and Safety requirements and standards relating to job site and employer safety, including, but not limited to, the Occupational Safety and Health Act of 1970, as amended, and the standards and regulations issued thereunder. Supplier shall implement, maintain, and make available to Purchaser, for the duration of this Agreement, a corporate health and safety program. Purchaser, at its discretion, may require Supplier to prepare a separate, project-specific, health and safety plan (HASP). While Purchaser may review and comment upon the Supplier's health and safety program or HASP, Purchaser shall not bear any responsibility for approval or rejection of Supplier's program(s) and/or HASP(s). Purchaser is not responsible for the creation, content, or implementation of Supplier's health and safety program, nor is Purchaser responsible for the health and safety of Supplier's employees, agents and lower tier subcontractors.

10. **INSURANCE** - Unless expressly stated otherwise in a PO, Supplier, at its own cost and expense, shall obtain and maintain in force during the term of the PO, the following insurance coverage:
    a. If Supplier will NOT enter the premises of Client identified in the PO:
        i. **Commercial General Liability**: Insurance must include premises/operations, products/completed operations, broad form contractual liability coverage, broad-form property damage, and underground, explosion, and collapse hazard coverages. The policy limit shall not be less than $2,000,000 per occurrence.
        ii. **Automobile Liability**: Insurance must cover owned, non-owned, rented, and leased vehicles. The policy limit shall not be less than $1,000,000 per occurrence.
        iii. **Workers' Compensation and Employer's Liability**: Insurance must be as prescribed by applicable law (including Longshoreman's and Harbor Workers' Act and the Jones Act, if applicable). The Employer's Liability policy limit shall not be less than $1,000,000; as applicable.

iv. **Professional Liability Insurance**: If Supplier is providing professional services, Supplier must provide insurance that must cover losses resulting from the acts, errors or omissions of the Supplier and include environmental impairment liability. The policy limit shall not be less than $1,000,000. Claims-made policies must be maintained for three (3) years after completion of the PO.

b. If Supplier will enter the premises of Client identified in the PO:

i. **Commercial General Liability**: Insurance must include premises/operations, products/completed operations, broad form contractual liability coverage, broad-form property damage, and underground, explosion, and collapse hazard coverages. The policy limit shall not be less than $5,000,000 per occurrence.

ii. **Automobile Liability**: Insurance must cover owned, non-owned, rented, and leased vehicles. The policy limit shall not be less than $1,000,000 per occurrence.

iii. **Workers' Compensation and Employer's Liability**: Insurance must be as prescribed by applicable law (including Longshoreman's and Harbor Workers' Act and the Jones Act, if applicable). The Employer's Liability policy limit shall not be less than $1,000,000; as applicable.

iv. **Professional Liability Insurance**: If Supplier is providing professional services, Supplier must provide insurance that must cover losses resulting from the acts, errors or omissions of the Supplier and include environmental impairment liability. The policy limit shall not be less than $1,000,000. Claims-made policies must be maintained for three (3) years after completion of the PO.

v. **Pollution Liability**: If applicable to Supplier's Services, Supplier must provide insurance that must cover losses caused by pollution conditions arising from the Services and operations of Supplier and all sub- consultants and sub-contractors. The policy limit shall not be less than $3,000,000 for each occurrence and shall be maintained.

Supplier shall provide Purchaser with written certification, reasonably acceptable to Purchaser, certifying that: (i) the applicable required insurance coverages are in effect and will not be canceled or materially changed until thirty (30) days after prior written notice has been delivered to Purchaser; (ii) Purchaser and Client (if any) are designated as additional insureds on all of Supplier's insurance identified herein with the exception of Workers' Compensation and Professional Liability (if applicable); and (iii) all of Supplier's insurance identified herein will be primary and not contributory or excess of any other insurance carried by or on behalf of Purchaser. Supplier may satisfy the limits of insurance required herein with any combination of primary and umbrella/excess insurance policies. Under the policies described in this Section 10, Supplier agrees to waive and will require its insurers to waive any right of subrogation or recovery they may have against Purchaser and Client. The insurance requirements in this section are separate and distinct from any other obligations of Supplier contained herein, and neither the issuance of any insurance policy nor the minimum limits specified herein will be deemed to limit or restrict in any way Supplier's obligations and liability arising under this Agreement. Supplier's obligations under this section shall survive the completion, termination, or cancellation of this Agreement and/or any PO or portion thereof.

11. **DELIVERY** - Time is of the essence for provision of Goods and/or Services under each PO. Supplier shall not be liable for damages resulting from Supplier's failure to deliver or complete, or for delays in delivery or completion, caused solely by strikes not caused by or within the control of Supplier, lock-outs not caused by or within the control of Supplier, fires, natural disasters, civil unrest, epidemics, pandemics, war or acts of God. If delivery or completion dates cannot be met, Supplier shall inform Purchaser immediately in writing and such written notice shall provide an explanation of the cause for delay as well as an estimated time for completion and/or delivery, as applicable. Such notice shall not, however, constitute a change to the delivery or completion terms of the PO unless Purchaser modifies the PO in writing. Supplier will endeavor at its cost to mitigate the effects of such delay including expediting delivery and/or completion of Services. Supplier understands and agrees that if Supplier makes any commitments or production arrangements in excess of the amounts set forth in the PO or in advance of the time necessary to meet Purchaser's delivery schedule, it does so at its own risk, and Purchaser shall have no liability to Supplier or any other party relating to same. Goods shipped in advance of the time required in this PO may, at Purchaser option, be returned to Supplier at Supplier's expense. Purchaser reserves the right to delay shipment of the Goods for up to thirty (30) days at no additional cost. If delivery is to be in accordance with Purchaser's written releases in relation to a PO, Supplier shall not procure, fabricate, assemble or ship any goods except to the extent authorized by Purchaser in such written releases. If any item is not received or if any element of the Goods or Services is not completed by the date specified, Purchaser, at Purchaser's option and without prior notice to

Supplier, may either approve a revised date or may cancel the PO and may obtain such Goods or Services elsewhere. Supplier's remedy for a delay caused by Purchaser shall be an extension in the time for Supplier's performance equal to the duration of Purchaser's delay. Supplier shall comply with the entrance requirements of any Client or Purchaser facility in the delivery of Goods or Services.

12. **TRANSPORTATION/PACKAGING** - Unless otherwise specified in a PO, all shipments for Goods originating in the USA and delivered to a location designated by Purchaser in a PO within the USA shall be FOB as designated on the PO. All Shipments originating outside the USA and delivered to a location designated by Purchaser in a PO in the USA shall be FCA as designated on the PO. In cases where freight costs are included in the material cost of the Goods, the shipping terms shall be CPT, named destination (as defined in Incoterms 2020). Supplier shall make no provision for transportation insurance when Purchaser is in control of the shipment and responsible for the freight charges, unless specifically authorized to do so in writing. No insurance charges will be allowed unless authorized in writing by Purchaser. Irrespective of the shipping terms, during the period that the Goods are in possession of Supplier, all risk of loss or damage to the Goods shall be on Supplier. Shipments must be packaged according to standard industry specifications, or if not covered in specifications, so as to permit efficient handling, provide adequate protection, and comply with requirements of the carrier. Packing slips identifying the purchase order number, release number, and part number must accompany each shipment. Supplier shall defend, indemnify and hold Purchaser harmless from any damages and costs incurred by Purchaser resulting directly or indirectly from improper packaging. Unless otherwise agreed to in writing, no charges will be allowed for packaging, boxing, crating, returnable containers, drayage, cartage, demurrage, or dunnage. Supplier shall route shipment as instructed and shall consolidate all daily shipments to one destination on one bill of lading. Shipments sent C.O.D. without Purchaser's prior written consent shall not be accepted and shall be at Supplier's risk. Supplier is instructed to ship only the quantity(ies) specified in the PO. However, any deviation caused by conditions of loading, shipping, packing, or allowances in manufacturing processes may be accepted by Purchaser. If no allowance is shown, it shall be 0% (zero percent). Purchaser reserves the right to return, without liability, any over shipment at the Supplier's expense. A copy of all shipping documentation shall be furnished to Purchaser immediately upon shipment and confirmed receipt.

13. **GOVERNMENT CONTRACTING** - If a federal government contract number appears on the face of a PO for the procurement of Goods and/or Services, then the following Federal Acquisition Regulations ("FAR") procurement clauses, as amended as of the date of such PO, shall apply to the PO and prevail insofar as they are inconsistent with any of the provisions set forth above: 52.222-54, E-verify; 52.246-2, Inspection; 52.249-8, Default except all references to disputes clause; 52.222-26, Equal Opportunity; 52.222-36, Affirmative Action for Handicapped Workers; 52.225-3, Buy American Act; 52.222-1, Notice to the Government of Labor Disputes; 52.212-8, Priorities, Allocations and Allotments; 52.210-5, New Material; 52-249-1, Termination; 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement; 52.203-7, Anti-Kickback Procedures. If any PO for Goods is $10,000 or more, FAR Sections; 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns; 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans; 52.215-1, Examination of Records by Comptroller General; and 52.222-20, Walsh-Healey Public Contracts Act. If Order is $100,000 or more FAR: 52.223-2, Clear Air and Water. If the PO for Goods is $500,000 or more FAR Sections: 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Program. Where necessary to give the FAR clauses property application, "contractor" shall mean Supplier; "contract" means the PO, and "Government" or "Contracting Officer" means Purchaser's Client. All FAR clauses may be viewed at www.acquisition.gov.

Additional clauses, when applicable, will be specified on the face of a PO or added as an attachment thereto.

14. **INSPECTION; ACCEPTANCE; REJECTION** - All Goods and Services will be subject to inspection and rejection or acceptance by Purchaser, if for Goods, during manufacture, after delivery at final destination and at such times as operating tests, if any, are required, and if for Services, at any time. Purchaser may also reject any Goods or Services found to be defective, nonconforming or failing to meet any of Supplier's warranties or Purchaser's requirements. Upon rejection of Goods, Purchaser may return such Goods to Supplier, at Supplier's sole risk and expense, for rework or replacement, in which case Supplier agrees to repair onsite or ship conforming Goods within fourteen (14) days of Supplier's receipt of the rejected Goods or such longer period of time as may be agreed to by Purchaser in writing. If Purchaser determines, in its sole discretion, that Supplier is unable to rework or replace the Goods within the time required

by Purchaser, Purchaser may: (a) rework or have another supplier rework the Goods, the cost of such rework to be paid by Supplier; or (b) return the Goods to Supplier for full credit and obtain replacement goods from an alternate source, at Supplier's expense; or (c) produce replacement goods, at Supplier's expense. All Services found to be defective, nonconforming or failing to meet any of Supplier's warranties shall be completely re-performed at Supplier's expense. Purchaser's rights of inspection and rejection are in addition to any other rights which it may have under Section 12 of these Terms and Conditions or otherwise.

15. **CONFIDENTIALITY** - Supplier shall keep confidential all information designated as confidential by Purchaser or reasonably understood to be confidential, including, but not limited to, designs, processes, drawings, specifications, reports, data and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns and other items furnished or disclosed to Supplier by Purchaser in connection with the Agreement and/or any PO, including Client information, if any ("Purchaser's Confidential Information"). Supplier shall limit disclosure of Purchaser's Confidential Information to those employees whose knowledge of such Confidential Information is necessary for the performance of the order and who have a written agreement with confidentiality/non-disclosure obligations no less stringent than those obligations contained in this Agreement. Supplier shall not disclose such information to any third party without the written consent of Purchaser, in each instance, and shall not use Purchaser's Confidential Information except as contemplated in the Agreement and/or an applicable PO. Upon completion or termination of the Agreement and/or any PO or portion thereof, this obligation of confidence shall survive such completion or termination in perpetuity. Supplier shall have an affirmative duty to immediately disclose any potential or known breaches of this section to Purchaser upon becoming aware of the same.

16. **CYBERSECURITY** - Supplier shall apply reasonable and appropriate safeguards and operations to protect information provided by Purchaser to Supplier against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such information is on Supplier's internal systems or a cloud environment. If Supplier becomes aware of any actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein (a "**Cyber Incident**"), Supplier shall take appropriate immediate actions to investigate and contain the Cyber Incident and any associated risks, including notification within forty-eight (48) hours to Purchaser after learning of the Cyber Incident. "Compromise" as used in this clause means the disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred. At Supplier's expense, Supplier shall: (i) Immediately investigate any Cyber Incident; (ii) Make all reasonable efforts to secure confidential information and mitigate the impact of the Cyber Incident; (iii) Provide timely and relevant information to Purchaser about the Cyber Incident on an ongoing basis; and, (iv) Cooperate as applicable with Purchaser to provide notice to affected third parties. Failure to report or provide these notices shall be considered a material breach of this Agreement. The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in this Agreement or imposed by local, federal, state or other governmental agencies or departments.

    If DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, is applicable to the PO issued by Purchaser, Supplier shall be responsible for the following in addition to those requirements specified in the above DFARS clause: (i) as defined therein, the Supplier shall rapidly report cyber incidents to the DoD at https: //dibnet.dod.mil and the Purchaser, providing the requisite information required under the DFARS clause; (ii) without exception, any Cyber Incident the Supplier encounters shall be reported to Purchaser as soon as practicable and within 48 hours of discovery of the incident; (iii) in the event of a data breach, Purchaser shall be afforded unlimited access to certain technical information (e.g. logs, packet flow information, etc.) to complete Purchaser's client's information requests; and (iv) failure to report or provide these notices will be considered a material breach of this Agreement.

17. **COMPLIANCE WITH LAWS** - Supplier warrants it is familiar with all federal, state, and local laws and regulations, including applicable environmental, health, safety, and security rules and regulations, export control and foreign trade data regulations, and labor laws ("**Laws**") applicable to its performance with this Agreement and a PO and agrees to comply with the same Laws. Supplier shall provide certification regarding its and its principal employees' compliance with Laws upon request.

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18. **NONWAIVER; REMEDIES** - Any waiver or failure of either party to require strict compliance with the provisions of the Agreement and/or any PO in any respect must be in writing and shall not be deemed a waiver of such party's right to insist upon strict compliance thereafter. Each party retains all rights and remedies granted to it by operation of law, or in equity, in addition to those set forth herein.

19. **ASSIGNMENT** - Neither this Agreement, nor Supplier's rights and obligations hereunder, are assignable by Supplier without the prior written consent of Purchaser. Any attempted assignment without the prior written consent of Purchaser shall be null and void ab initio.

20. **SEVERABILITY** - If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated in accordance with applicable law.

21. **INDEPENDENT CONTRACTOR -** Supplier shall perform its work as an independent contractor. Supplier shall have responsibility for and control over the details of and means for performing the work assigned and shall be subject to the directions of Purchaser only with respect to the scope of work and the general results required. Nothing in this Agreement or any PO shall be construed to make Supplier or any of its employees or agents to be an employee or agent of Purchaser.

22. **GOVERNING LAW AND VENUE** - The validity, interpretation, and performance of this Agreement and any PO shall be governed by the laws of New York, except that the UCC shall be interpreted in accordance with the United States Uniform Commercial Code. The provisions of the United Nations Convention on Agreements for the International Sale of Goods are expressly disclaimed and shall not apply. All disputes shall otherwise be resolved in and only in the state or federal courts located in Pulaski County, Little Rock, AR, as the parties' exclusive judicial forum and venue. Each party expressly consents to such forum and venue, and irrevocably waives any objections based upon forum non conveniens. Purchaser and Supplier irrevocably waive their rights to a jury trial with regard to any dispute arising in connection with the Agreement and/or any PO.

23. **HUMAN RIGHTS POLICY** – Montrose Environmental Group, Inc. ("**Montrose**") is committed to the principle that everyone, regardless of their background, should be safeguarded through our business practices, ensuring their right to life, liberty, security of person, and dignity. In furtherance of this commitment, Montrose has adopted a Human Rights Policy that outlines expected values and behaviors for all suppliers, including their employees, agents, or subcontractors. This policy may be downloaded at https://investors.montrose-env.com/governance/governance-documents/default.aspx. Purchaser, as a part of the Montrose group of companies, expects Supplier to adopt and enforce concepts values and behaviors consistent with those embodied in the Human Rights Policy. Supplier shall include the substance of this section, including this flowdown requirement, in all subcontracts awarded by Supplier for work under this Agreement.