


MASTER PURCHASE AND SERVICES AGREEMENT (Revision: JUNE 2022r1)	DATED:	 ConRes CONTINENTAL RESOURCES
Continental Resources, Inc. and [CUSTOMER NAME]	CONTRACT NO:	
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Master Purchase and Service Terms

Unless otherwise agreed upon in writing, these Master Purchase and Service Terms (the “Agreement”) shall govern any transaction by and between the buyer (“Customer”) and Continental Resources, Inc. (North America), ConRes Luxembourg S.a.r.l (Luxembourg), Continental Resources UK Limited (United Kingdom), CRES Pte. L.t.d. (Singapore), Continental Resources Shanghai Ltd. (Shanghai), Continental Resources Asia Pacific Limited (Hong Kong), ConRes Information Technologies, Inc. (Japan), ConRes Taiwan Technologies Corporation (Taiwan), Continental Resources, Inc. and its affiliates or subsidiaries who shall collectively be referred to as (“ConRes”).


WHEREAS Customer may place Orders for the purchase of Products and/or related Services from any ConRes location around the world; and

WHEREAS Customer and ConRes each desire that the terms and conditions controlling all such purchases be consistent, uniform, and agreed upon by both Parties in advance of the placement of any such Orders; and

NOW THEREFORE in consideration of the mutual promises, covenants, and conditions contained herein, Customer and ConRes agree as follows:

1. DEFINITIONS

- A. **“Equipment”** means the data processing and similar equipment as defined within a ConRes Quote. This also includes options, accessories, and attachments. Equipment includes as a component thereof any Media fixedly embedded therein in that it is not normally replaced except for maintenance and repair. Equipment may include in its meaning, depending upon context, a system or systems consisting of tangible Equipment and Software. All Equipment is governed by each manufacturers applicable license agreements, warranties, return policies, terms of service, and privacy policies (Customer may be required to “Click to Accept” or otherwise confirm acceptance of these policies).
- B. **“Identification”** means any copy or semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other product, service, or organization designation, or any specification.
- C. **“Information”** means any idea, data, program, technical, business, or other intangible information, however conveyed.
- D. **“Intellectual Productions”** means inventions, other ideas, data, programs, other information and works of authorship, trademarks, and other intangible productions of applied intelligence.
- E. **“Intellectual Property Rights”** means patents, copyrights, and other property, proprietary interests, and rights which (i) are associated with certain Intellectual Productions in that they subsist in, or are based on, them and (ii) owners of any of such Intellectual Property Rights have non-contractual rights in law or equity to exclude others from exploiting such Intellectual Productions.
- F. **“Lease”** means lease financing with ConRes or a related business partner of ConRes.
- G. **“Licensing”** means the applicable manufacturers license agreements, warranties, return policies, terms of service, and privacy policies (Customer may be required to “Click to Accept” or otherwise confirm acceptance of these policies).
- H. **“Maintenance Services”** mean all services required to operate the Equipment, Materials, and Software in conformance with all descriptions and Specifications in the contract and the detection and correction of any Equipment, Materials, and/or Software errors.
- I. **“Materials”** means repair, maintenance or replacement parts for Equipment, Media not fixedly embedded in Equipment, and tangible supplies of other kinds which are for or associated with Equipment.
- J. **“Media or Medium”** means any document, print, tape, disc, tool, semiconductor chip or other tangible information-conveying article.
- K. **“Order”** means the applicable ConRes Quote, Customer’s form of purchase order, exhibits, and any other required documents that will be used as the contract for the purpose of ordering Equipment, Software, Services or Materials.
- L. **“Quote”** means an official proposal, that may also include a Statement of Work (“SOW”) provided by ConRes to the Customer detailing all information regarding each purchase.
- M. **“Product”** means the Equipment, Software, Licensing, or Services as may be further described within a ConRes Quote or Order.
- N. **“Proprietary Productions”** means Intellectual Productions having associated Intellectual Property Rights.
- O. **“RMA”** means Return Material Authorization.
- P. **“Services”** means any applicable Maintenance Services and other services in the applicable Quote or Order in support of purchased or Leased Equipment or the services called for by any Statement of Work.
- Q. **“Software”** means Information constituting one or more computer or apparatus programs and the informational content of such programs, together with any documentation supplied in conjunction with and supplementing such programs, the foregoing being provided to Customer by way of electronic transmission or by being fixed in Media furnished to Customer. All Software is governed by each manufacturers applicable license agreements, warranties, return policies, terms of service, and privacy policies (Customer may be required to “Click to Accept” or otherwise confirm acceptance of these policies).

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- R. “Specifications” means the specifications for the Materials, Equipment and Software as set forth in this Agreement, in the Order, or if not so set forth, shall mean Specification’s current published specifications, user documentation, and other information for the Equipment, Materials, and Software as of the date of the Order and any additional specifications furnished by Customer. Any provisions contained in the Specifications which conflicts with the provisions of this Agreement shall be deemed deleted.
- S. “Statement of Work” also referred to as an SOW, means a description of the nature and scope of the services that ConRes proposes to provide to Customer along with an SOW change control and acceptance process. This includes (as applicable to the service) customer requirements, design, method of implementation, schedule of implementation, and project checklist.
- T. “SOW” means Statement of Work.
- U. “Work” shall have the same meaning as Services under this Agreement.

2. INTENTIONALLY LEFT BLANK

3. ORDERS AND SOW’S

Each Order or SOW shall reference this Agreement thereby incorporating the provisions of this Agreement.

4. ASSIGNMENT AND SUBCONTRACTING

Customer and ConRes shall not assign any right or interest under this Agreement without the written approval of the other party. ConRes may delegate or subcontract for certain services to be performed under this Agreement, and any such services will be further defined within each applicable SOW.

5. CHANGES

If applicable, Customer and ConRes may at any time during the progress of the Work as defined within a SOW, request additions, deletions, or alterations (all hereinafter referred to as a “Change Order”) to an SOW. Within fifteen (15) days after a request for a Change Order, ConRes shall submit a proposal to the Customer which will include any changes in costs or in the delivery / Work schedule necessitated by the Change Order. Customer shall, within fifteen (15) days of receipt of the proposal, either (i) accept the proposal with a written amendment directing ConRes to perform the Change Order, or (ii) advise ConRes not to perform the Change Order, in which event ConRes shall proceed with the original Work. No such Change Order shall be considered nor shall ConRes be entitled to any compensation for work done pursuant to or in contemplation of a Change Order, unless made pursuant to a written amendment to the SOW mutually agreed upon by Customer and ConRes.


6. COMPLIANCE WITH LAWS

Customer and ConRes shall comply at their own expense with all applicable federal, state, local and foreign laws, ordinances, regulations, and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals, and inspections in performance of this Agreement.

Customer and ConRes shall also require all persons furnished by either party to comply with all applicable federal, state, local and foreign laws, ordinances, regulations, and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals, and inspections in performance of this Agreement.

7. GOVERNING LAW

Transactions in North America shall be governed by the laws of the Commonwealth of Massachusetts, excluding application of its conflict of law’s provisions. Customer agrees to the exclusive jurisdiction and venue in the State and Federal courts within the Commonwealth of Massachusetts. All other transactions under this Agreement shall be governed by the laws of the country of the ConRes location that processed the transaction, excluding application of its conflict of law’s provisions. Additionally, The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Customer and ConRes shall work together in good faith to resolve any disputes arising from this Agreement. If Customer and ConRes are unable to resolve the dispute then the dispute shall be resolved either: (1) through arbitration before a single arbitrator selected by the parties, or (2) in the courts of the Commonwealth of Massachusetts or the country of the ConRes location that processed the transaction.

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8. EXPORT LAW


Customer and ConRes agree that that the Products, technical information and/or commodities that may be provided, or arise, under this Agreement shall be subject to the applicable export and import laws including those of the US, EU, International and national laws (which in some instances prohibit or restrict in-country sales to certain end-users). Diversion contrary to such US, EU, International or national laws or regulations is prohibited.

Customer and ConRes agree to: (a) comply with all applicable laws or regulations that apply to the exporting and importing of the products, (b) securing all necessary permits, authorizations and licenses for export and import and making all proper filings, and (c) adhere to any regulations regarding restricted or sanctioned countries (including but not limited to Iran, Cuba, Syria, Sudan, North Korea and the Crimea Region of Ukraine). Customer and ConRes agree to comply with these laws in all respects.

It is further acknowledged and agreed upon by Customer and ConRes that the fulfillment by ConRes of services, information and/or commodities to foreign persons may be prohibited, limited, or delayed due to compliance with these laws. These services, information and/or commodities may not be transferred, disclosed, or otherwise re-exported to foreign persons (including U.S.-based foreign national employees) except as in accordance with these laws. Customer may be required to complete or provide a written End User Statement confirming compliance with any such laws.

9. CONFIDENTIALITY

- A. The Customer and ConRes acknowledge that all information disclosed will be considered confidential ("Confidential Information"). Confidential Information includes any and all information in any form disclosed by the disclosing party ("Discloser") to the receiving party ("Recipient"), including by example only, but not limited to, customer lists, quotes, SOW's, information about the actual or planned computer systems, operations, procedures, policies, business plans, and business processes or service of Discloser or Discloser's clients, strategies, technologies, intellectual property, non-public information ("NPI" - NPI shall include any personally identifiable information and trade secrets), and other related information whether provided orally, in writing or in any other medium, and whether or not expressly marked as proprietary or confidential.
- B. Confidential Information shall not include information that:
 - i. At the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Recipient, as of the date when such information becomes generally available.
 - ii. Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Discloser.
 - iii. Is independently developed by Recipient without the use of any Confidential Information.
 - iv. Recipient rightfully obtains from a third party who has the right to transfer or disclose it.
 - v. Is approved for release by written consent of the Discloser.
- C. Recipient agrees to use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance (but in no event less than reasonable care) to prevent the unauthorized use, disclosure, publication, or dissemination of Confidential Information. Recipient may disclose the Confidential Information only to its employees, representatives, agents, subcontractors, or contractors who have a need to know provided that they are informed of the obligations of this Agreement and Recipient agrees to be responsible for any breaches. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit or for any purpose whatsoever, other than the purpose, without the prior written approval of an authorized representative of Discloser in each instance. Recipient may disclose Confidential Information if required by any judicial or governmental request, requirement, or order; provided that Recipient will take reasonable steps to notify Discloser of such request or order and provides Discloser with sufficient prior notice to allow Discloser to contest such request, requirement, or order.
- D. The parties hereto agree to immediately notify the other party in the event that an incident actually occurs or may have occurred that threatens the security and/or confidentiality of any Confidential Information provided by the other party. Such notification shall be in accordance with the Notice section in this Agreement and shall include a description of the perceived or potential scope of the incident or potential incident as well as identification of the affected data or information and any remedial action taken.
- E. All Confidential Information remains the property of Discloser and no license or other rights to Confidential Information is granted or hereby implied.
- F. Recipient's duty to protect Discloser's Confidential Information shall survive the expiration or termination of this Agreement and shall expire ten (10) years from such termination or expiration. Any NPI disclosed shall survive the expiration or termination of this Agreement for an indefinite period of time.
- G. Recipient will return all tangible Confidential Information provided to it by Discloser, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon request or termination of this Agreement, provided, however, that Recipient shall destroy such information if and to the extent it has been incorporated with Confidential Information of Recipient. Recipient shall provide written certification of the destruction of such information.

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H. If either Party, its employees or its agents collectively or singly violate the confidentiality obligations of this Agreement, they shall be responsible for any direct or indirect costs or expenses including but not limited to any lost profits for which the other Party may have incurred. Upon written notification, they may additionally seek immediate injunctive or other equitable relief as may deem appropriate in the circumstances.

10. PROMOTIONAL USE

Customer and ConRes shall not without prior written consent from the other: (a) disclose to any third party the contents and/or the facts of this Agreement, (b) engage in any advertising, promotion or publicity related to this Agreement, or (c) make public use of each other's trade name, trademarks, service marks, insignia, symbols, logos, or other designations of Customer and ConRes or their respective affiliates.

11. FORCE MAJEURE

Neither party shall be in default or liable for any delay or failure to perform any of its obligations under this Agreement if such delay or failure arises directly or indirectly out of an act of God, pandemics, Product availability, supply chain interruptions, acts of a public enemy, freight embargoes, strikes, quarantine restrictions, unusually severe weather conditions, insurrection, riot, war, military actions, and other such causes ("Force Majeure Event") beyond the control of the party, provided that, if possible, the party whose performance is excused notifies the other party. Any payment obligations by either party shall not be excused during a Force Majeure Event.

12. INDEMNIFICATION

Customer and ConRes agree to indemnify and hold each other harmless from any and all suits, claims, demands, debts, losses, obligations, liabilities, injuries or damages caused by the negligent, reckless, intentional acts, or omissions caused by the other party. This includes their respective officers, directors, employees, agents, independent contractors and representatives under this Agreement, including, without limitation, all damages, costs, and reasonable attorneys' fees, costs and expenses (including, without limitation, settlement costs) incurred in connection with this Agreement.

ConRes Indemnification:

ConRes agrees to indemnify and hold Customer harmless from any liability for infringement of any patent, copyright or trademark rights or other intellectual property rights of third parties which result from the sale of ConRes Products. ConRes agrees to defend Customer in such infringement suit resulting from the use of the Products, including but not limited to, out of court settlements, court costs, reasonable attorney's fees or any money judgment awarded at the conclusion of such suits subject to the understanding that ConRes shall have exclusive control over the defense and/or settlement of such suits. ConRes obligations under this Section are contingent upon (a) Customer giving prompt written notice to ConRes of any such claim; (b) Customer allowing ConRes to control the defense and any related settlement of any such claim; and (c) Customer furnishing ConRes with reasonable assistance in the defense of any such claim, so long as ConRes pays Customers reasonable out-of-pocket expenses.


This indemnity obligation does not extend to any open-source Software embedded or included in the Products or Services.

ConRes will have no obligation for any claim of infringement to the extent that it results from any Product, Services, portions or components thereof: (a) that are not supplied by ConRes, (b) that are modified after shipment by Customer or any other party, if the alleged infringement relates to such modification, (c) that are combined with other products, services, processes or materials where the alleged infringement relates to such combination, (d) where allegedly infringing activity continues after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (e) where use of the Product or Service is incident to an infringement not resulting primarily from the Product, Services, or its intended application, or (f) where use is not strictly in accordance with the applicable Manufacturer End User License Agreement.

THE PROVISIONS OF THIS SECTION SET FORTH CONRES'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

13. LIMITATION OF LIABILITY

EXCEPT FOR (A) A PARTY'S INDEMNIFICATION OBLIGATIONS OR (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (C) A PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL: THE LIABILITY OF CUSTOMER OR CONRES WITH RESPECT TO ANY CLAIM EXCEED WHICHEVER IS THE LESSER OF **ONE MILLION DOLLARS (\$1,000,000) OR FEES PAID TO CONRES IN THE PRECEDING TWELVE (12) MONTH PERIOD**. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR REVENUE IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER (COLLECTIVELY, "CONSEQUENTIAL DAMAGES"), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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14. INSURANCE

ConRes shall maintain and cause its consultants, representatives, agents, and subcontractors to maintain during the term of this Agreement: (a) Workers' Compensation insurance as prescribed by the law of the state or nation in which the Work is performed; (b) employer's liability insurance with limits of at least \$1,000,000 for each occurrence; (c) automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (d) Commercial General Liability ("CGL") insurance, ISO 1988 or later occurrence form of insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; and (e) if the furnishing to Customer (by sale or otherwise) of products, material or construction, installation, maintenance or repair services is involved, CGL insurance endorsed to include products liability and completed operations coverage in the amount of \$5,000,000 per occurrence, which shall be maintained for at least one (1) year following the expiration or termination of this Agreement. All CGL and automobile liability insurance shall designate Customer, its affiliates, and each of their directors, officers, and employees (all referred to in this clause as "Customer") as additionally insured. All the foregoing insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to Customer shall apply on an excess basis. ConRes agrees that ConRes, ConRes's insurer(s) and anyone claiming by, through, under or in ConRes's behalf shall have no claim, right of action or right of subrogation against Customer or its customers based on any loss or liability insured against under the foregoing insurance. ConRes and ConRes's subcontractors shall furnish prior to the start of Work certificates or adequate proof of the foregoing insurance including, if specifically requested by Customer, copies of the endorsements and policies. Customer shall be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy. Insurance companies providing coverage under this Agreement must be rated by A.M. Best with at least an A- rating and a financial size category of at least Class VII.

15. INVOICING AND PAYMENTS

Invoicing:


1. ConRes shall invoice Customer on the date of shipment.
 - a. Invoices shall contain information that includes but is not limited to the following:
 - i. Customer Purchase Order number.
 - ii. ConRes Order number, item number, description of articles, quantities, unit prices and extended totals.
 - iii. Applicable taxes, duties, applicable freight, insurance, and shipping costs.
2. Customer agrees and accepts partial shipments and related invoicing by ConRes.
3. Each SOW will be invoiced in accordance with the defined payment schedule within each SOW.

Payments:

1. All amounts billed to Customer shall be due and payable within thirty (30) days from date of invoice.
2. In the event Customer fails to make payment on any Services, Licenses, and Maintenance Agreements:
 - a. ConRes has the right to (and Customer agrees to allow) the cancellation of any remaining obligations.
 - b. Customer also agrees to pay any cancellation or other fees that may be due as a result of such cancellation.
 - c. If Customer agrees to purchase any items that carry a license or maintenance agreement and if invoice(s) for these product(s) is (are) not paid within approved credit terms, ConRes reserves the right to and Customer grants permission to revoke the agreement(s).
3. All payments are to be made in United States Dollars unless otherwise stated within a specific Order.
4. Interest shall accrue on any amounts due ConRes that are not paid within thirty (30) days from the date of invoice at a per annum rate of interest equal to eighteen percent (18%) or the maximum per annum rate of interest that may be charged by law. In the event of a late payment, interest charges shall be assessed from the date of the invoice (i.e., the date the invoice was rendered), following thirty (30) day notice to the Customer of overdue amount.
5. In the event of any non-payment by Customer, ConRes reserves the right to enter the Customer's premises, and Customer hereby grants ConRes this right, to recover any Products at the Customers expense. This provision shall also apply to the right of recovery for any damaged or missing Products.

16. TAXES

ConRes prices do not include but may not be limited to any bank charges, delivery charges, sales, excise, VAT or other taxes, import or export duties or customs, levies, and/ or fees imposed, assessed or levied by any government or subdivision thereof on ConRes's sale and delivery of Products to Customer. All of the aforementioned (excluding taxes based solely on ConRes's net income) shall be paid by Customer or, if paid by or collected from ConRes for the account of Customer, shall be reimbursed by Customer promptly following written demand. Unless otherwise specifically agreed to by ConRes in a writing signed by an executive officer of ConRes, all payments by Customer to ConRes, including, but not limited to, payments of purchase price, sales, excise, VAT and other taxes, export and import duties, customs and levies, and shipping, freight, warehousing, delivery, insurance and return costs, shall be paid by Customer. Customer shall reimburse ConRes for the applicable sales and use taxes required by law unless Customer can provide a valid exemption certificate. Such exemption is subject to review and acceptance by the ConRes tax department.

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Customer is responsible to provide ConRes with a renewed exemption certificate if the existing certificate has or will expire. Taxes payable by Customer shall be billed as separate items on each ConRes invoice and shall not be included in the ConRes prices. If a taxing authority has deemed that taxes or additional taxes are due by Law, regardless of the taxes ConRes has invoiced or not invoiced to date, then ConRes will issue an additional invoice to address the discrepancy. Customer and ConRes both agree to comply with all applicable tax laws.

17. NON-SOLICITATION

Unless otherwise defined within a specific Order or SOW, during the term of this Agreement and during the one (1) year period following the termination (for any reason) of this Agreement, both parties agree not to hire or solicit the employment of any employee, agent, representative, independent contractor, or subcontractor of the other party. If either party hires in violation of such restriction, the violating party shall be responsible for liquidated damages equal to thirty percent (30%) of the employee's annual salary.

18. NOTICES

Any notice or demand, which under the terms of this Agreement or under any statute must or may be given or made by Customer or ConRes shall be in writing and shall be given or made by confirmed email, by overnight courier service or by certified mail addressed to the respective parties as follows:

To ConRes: Continental Resources, Inc.
 Attn: COO
 175 Middlesex Turnpike, Bedford, MA 01730

With copy to:
 Attn: DPO/Executive Director of Contracts

To Customer: To the Customer contact defined within the specific Quote or SOW.

Such notice or demand shall be deemed to have been given or made when sent by email (with receipt confirmed) or overnight courier, or when deposited, with postage and certification fees prepaid, in the U.S. mail.

The above addresses may be changed at any time by giving prior written notice as described in this section.

19. INDEPENDENT CONTRACTOR

Neither party is the other party's legal representative or agent for any purpose. Neither party has any authority to and shall not make any warranties or representations or create any obligations on behalf of the other party. ConRes is an independent contractor for all purposes and at all times. ConRes or its officers, directors, employees, and its associated personnel shall not be deemed at any time to be employees or agents of Customer. ConRes shall be solely responsible for the withholding or payment of all federal, state and local personal income taxes, social security, unemployment and sickness disability insurance and other payroll taxes with respect to its employees, including contributions as required by law.

20. WAIVER


The failure by a party to enforce any of its rights under this Agreement on one or more occasions shall not be a waiver, or be deemed to be a waiver, of any of such party's rights on any other occasion, or of any other of such party's rights under this Agreement.

21. SEVERABILITY

If any of the provisions of this Agreement are determined to be invalid or unenforceable, said invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, SOW, or Order, but rather the entire Agreement, SOW, or Order shall be construed as if not containing these particular provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

22. HEADINGS

The section headings in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein.

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23. SHIPPING

ConRes shall on any and all Orders: (1) Ship FCA – Shipping Point; (2) ship according to routing instructions given by Customer; (3) place the Agreement and/or order number on all subordinate documents, packages, and shipping papers; (4) enclose a packing memorandum with each shipment. Adequate protective packing shall be furnished at no additional charge. Customer will be responsible in paying for any related shipping, handling, and insurance costs incurred.

24. STATEMENT OF WORK

Upon the request of Customer, ConRes will provide a SOW for Services to be performed by ConRes. The SOW will be mutually agreed upon in writing by both parties before work is commenced. Each SOW will provide a description of the nature and scope of the services that ConRes proposes to provide to Customer along with an SOW change control and acceptance process, and including, as applicable to the particular services, customer requirements, design, method of implementation, schedule of implementation, and project checklist. Additionally, each SOW will contain, as applicable, a price estimate, a fixed price or other pricing structure based upon the agreement of the parties concerning the services to be performed by ConRes.

25. SECURITY – PRIVACY - COMPLIANCE

ConRes shall maintain applicable industry certifications and representations as well as adhere to key industry standards that include but are not limited to: (a) GDPR (US-EU), (b) US Privacy Shield (US-EU), (c) NIST 800-171 (All Revs), (d) NIST SP 800-171 - 2020 Interim Rule, (e) NIST 800-053 (All Revs), (f) DFARS 252.204-7012, (g) FAR 48 CFR 52.204-21, (h) FAR 52.203-13, (i) FAR 52.203-15, (j) Type 2 SOC 2, (k) ISO 9001:2015, (l) ISO 17025:2017, (m) GIDEP, (n) PCI, (o) HIPAA, and (p) CMMC. These industry certifications and representations maintained by ConRes are subject to change.

Code of Conduct

Customer and ConRes shall practice the principles of fair dealing and ethical conduct and expect the same of their respective employees, customers, and business partners. Customer and ConRes shall also expect each other, their business partners and their respective directors, officers, and employees to comply with all applicable laws and regulations and to conduct business in accordance with the letter, spirit, and intent of all relevant laws. Additionally, they shall refrain from any illegal, dishonest, or unethical conduct. This includes but is not limited to: (a) Slavery and Human Trafficking, (b) Compliance with Antitrust Laws, (c) Combating Corruption, (d) equal employment opportunity, (e) and harassment of any kind. Customer and ConRes shall each maintain a documented Code of Conduct that will be made available to the other party upon request.

Privacy

ConRes and its corporate affiliates (“Affiliates” or “ConRes Affiliates”) are committed to the protection of your privacy, data, and personal information (“DATA”) as further defined within the ConRes Privacy Policy which is available on our website at www.conres.com or you may contact us at Privacy@conres.com for further information.

Background Checks


ConRes performs background checks and drug screens on all employees prior to their employment at ConRes. Background checks typically consist of National Crime Index – US, Statewide Crime repository, Driving Record Search, and SSN TRACE – Trans Union.

26. SURVIVAL OF OBLIGATIONS

It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement. Such obligations include, by way of illustration only and not limitation, those contained in the CONFIDENTIALITY, COMPLIANCE WITH LAWS, PROMOTIONAL USE, INDEMNITY, LIMITATION OF LIABILITY, INSURANCE, and WARRANTY clauses.

27. RECORDKEEPING

ConRes will maintain complete and accurate records and supporting documentation for a period of no less than seven (7) years for each transaction with Customer. Customer may request to review the applicable records by providing ConRes reasonable notice of such request.

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28. TERMINATION

Either party may terminate this Agreement with thirty days (30) written notice to the other party. Under such circumstances, ConRes agrees to fulfill, and Customer agrees to pay for any purchase orders, stocked inventory, or authorized pre-orders to which ConRes has received prior to the termination date. Neither party shall be responsible for any indirect or incidental costs which might have occurred as a result of this termination.

The termination of this Agreement shall not affect the obligations of Customer or ConRes under any existing Order or SOW issued under this Agreement, but rather the Order or SOW shall continue in effect as though this Agreement had not been terminated, as the case may be, with respect to the Order or SOW.

For each SOW terminated, Customer's liability shall be limited to payment of the amount due for Work performed up to and including the date of termination (the amount shall be substantiated with proof satisfactory to Customer and shall not exceed the price of Work being terminated), and no further Work will be rendered by ConRes. Such payment shall constitute a full and complete discharge of Customer's obligations under the specific SOW.

If ConRes shall be in breach or default of any of the provisions of this Agreement and the breach or default shall continue for a period of thirty (30) days after Customer gives written notice to ConRes, then in addition to all other rights and remedies which Customer may have by law, equity or otherwise, Customer shall have the right to cancel this Agreement without any charge to, or obligation or liability of, Customer.


ConRes may terminate this Agreement immediately by giving the Customer written notice of termination due to the occurrence of one or more of the following events: (a) The Customer for any reason ceases conducting business; (b) a change of beneficial ownership or control of the Customer; (c) the death or incapacity of the Customer (if applicable); (d) the termination of existence, merger, consolidation, dissolution, winding-up or liquidation of Customer; (e) the entry of an order for relief or similar order with respect to Customer in any proceeding pursuant to Title 11 of the United States Bankruptcy Code, or Customer shall be subject to any proceeding under any other federal or state bankruptcy or insolvency laws or makes or contemplates making an assignment of its assets or similar accommodations for the benefit of its creditors; or (f) the breach or failure of Customer to observe any material provision of this Agreement, including, without limitation, to pay any amounts when due to ConRes under this Agreement.

29. TITLE AND RISK OF LOSS

- A. Title of Product shall pass to Customer upon delivery. In the case of DDP shipments for logistical purposes, legal title and risk of loss of Product shall pass to Customer before importation (Customer will be the importer of record).
- B. Risk of loss and damage shall become the responsibility of the Customer upon delivery to common carrier at ConRes's shipping point unless Customer agrees to be insured for such delivery of Product. Should this be the case then Customer shall bear risk of loss or damage upon receipt at Customer's designated location.

30. TITLE TO WORK PRODUCTS

Unless otherwise defined within a specific Order or SOW, all rights, title and interest in and to all tangible and intangible work and work products developed or produced under this Agreement by or on behalf of ConRes for Customer, whether comprising or incorporated in specifications, drawings, sketches, models, samples, data, computer programs, reports, documentation or other technical or business information, and all right, title and interest in and to patents, patent applications, copyrights, trade secrets, trademarks and other intellectual property derived from such work and work products are hereby assigned by ConRes to Customer and are hereby agreed by ConRes to be transferred to Customer or otherwise vested therein, effective when first capable of being so assigned, transferred or vested. ConRes shall obligate its employees, subcontractors, and others to provide, and shall supply to Customer at no extra cost, all such assignments, rights and covenants as Customer deems appropriate to assure and perfect such transfer or other vesting. All work and work products shall be provided to Customer as required herein or on termination or completion of this Agreement, whichever is earlier, unless ConRes is requested in writing to do otherwise. All such work and work products shall be considered and arranged to be a "Work Made for Hire" to the extent allowed by law. ConRes agrees to make full and prompt disclosure to Customer of all designs, know-how, technical information, inventions, discoveries, improvements, ideas, trademarks, copyrights, programs, processes, and other works of authorship (including but not limited to computer programs, files, databases and documentation) which ConRes conceives, makes or acquires during the term of this Agreement.

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Continental Resources, Inc. and [CUSTOMER NAME]	CONTRACT NO:	
CONFIDENTIAL		

31. WARRANTY

ConRes warrants to Customer that: (a) Product furnished will be new or like new, merchantable, free from defects in design, material and workmanship and will conform to and perform in accordance with the manufacturers' specifications (Customer may request ConRes to provide re-manufactured Products which, under such circumstances, will be identified by the Customer at the time of placement of purchase order); (b) services will be performed in a first class, workmanlike manner, in accordance with an executed SOW or is applicable the description of service. Customer's remedy for non-conforming work, which must be reported in writing to ConRes within thirty (30) days from the date of completion, is for ConRes to re-perform the non-conforming work at no added expense to Customer.

Additionally, all manufacturers' Goods & Services are governed by each manufacturers applicable License Agreements, Warranties, Return Policies, Terms of Service, and Privacy Policies (Customer may be required to "Click to Accept" or otherwise confirm acceptance of these policies). ConRes makes no representations or warranties with respect to the performance of the products and the accuracy of the information. Any and all warranties, whether oral or written, express or implied, are hereby expressly disclaimed including, but not limited to, warranties of merchantability and fitness for a particular purpose and liability arising from errors and/or omissions in the information. Available quantities reflect a point in time and do not guarantee availability at time of order. It is the Customers sole responsibility to evaluate the accuracy of, completeness, and usefulness of the information on each Quote.

32. ORDER OF PRECEDENCE

Any inconsistency between this Agreement, Purchase Orders, Quotes, Statement of Works, and any other documents will be resolved by giving precedence to those documents in the following order, with the document to be given the greatest precedence listed first.

1. This Agreement.
2. Addendums or attachments to this Agreement.
3. Statement of Works.
4. Purchase Orders.
5. All other documents.

33. RETURNS

Requests for return of any products purchased by Customer shall require an RMA from ConRes and are issued subject to the discretion of ConRes. The Customer shall arrange for and bear all costs and risk of loss including, but not limited to, those of packing, rigging, transportation and insurance unless return was as a result of an error by ConRes.

Product which is returned for credit must be returned in its factory sealed original cartons (with all applicable documentation) and in good resalable condition, except where the product is defective or failed under the applicable warranty. In the event of defective product or failure of the product under the applicable warranty, ConRes may elect to send an engineer on site, at the expense of ConRes and to be completed within two business days of the Customer submitting the RMA, to inspect such product located at the Customer location prior to returning to ConRes and issuance of an RMA.

Any defective product received is subject to verification by ConRes.

34. INSTALLATION AND ACCEPTANCE

Customer has five (5) business days, in addition to standard transit time from the time ConRes ships the equipment, to accept or reject the equipment. If Customer does not formally accept or reject the equipment, then the equipment will be deemed to have been accepted.

For any work performed under a specific SOW, the specific SOW shall be defined the applicable acceptance criteria for that SOW.

35. ENTIRE AGREEMENT

This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes any prior agreements between the parties hereto and any printed, attached, or referenced terms on Customers purchase orders. There are no other representations, inducements, promises or arrangements with respect to the subject matter hereof. No amendment, modification, or waiver of any of the provisions of this Agreement shall be valid unless mutually agreed upon in writing by both parties.