



## CANADA PURCHASE ORDER TERMS AND CONDITIONS

**These terms and conditions apply if there is not a negotiated agreement between the two parties. If there is an agreement, the terms of the agreement override these terms.**

**Payments.** BMC will be invoiced upon delivery and acceptance for fees and reimbursable expenses, if any, payable hereunder. Invoiced amounts will be due and payable within ninety (90) days after receipt of a correct and undisputed invoice. Invoices received without a valid PO will be returned. All invoices submitted for payment must include a detailed description of goods and/or services and a valid BMC Purchase Order number.

**Acceptance and Completion Criteria.** Acceptance Criteria – Contractor will deliver all requirements contained on this purchase order. The BMC representative will either accept or reject Contractor's delivery of services or deliverables. BMC will not reimburse Contractor, or be liable for Services or Deliverables that are rejected.

Completion Criteria – The Contractor's obligations under this purchase order will be completed when any one of the following first occurs: Contractor satisfies the above Acceptance Criteria and completes the requirements of this purchase order or the purchase order is terminated.

**Termination.** At the sole discretion of BMC, this purchase order or portions of this purchase order may be cancelled at any time by providing written notice to Contractor. In the event of such cancellation, and as requested by BMC, all work will immediately cease and payment for services rendered through the termination date will be paid in full.

**Representations and Warranties.** Contractor represents and warrants that it owns or has properly licensed all intellectual property that is used to perform the services herein.

All tangible deliverables will be considered "works made for hire" and ownership of such intellectual property will belong to BMC. All deliverables, including those prepared prior to the signing of this purchase order are owned by BMC.

**Insurance.** Contractor shall obtain and keep in force during the term of this Agreement all insurance reasonably required by BMC, including, without limitation, the insurance set forth as follows: a) Workers' Compensation and related insurance in such form and for such amounts as prescribed by the laws of the State(s) in which Contractor does business and/or in which Services are performed; b) Employer's Liability insurance providing coverage of not less than US\$1,000,000 per occurrence/aggregate protecting against suits by or on behalf of employees (including employees traveling) not otherwise covered by statutory worker's compensation insurance; c) Comprehensive or commercial general liability insurance providing coverage of not less than one million dollars (\$1,000,000) per occurrence combined single limit and two million dollars (US\$2,000,000) general aggregate, including (i) contractual liability coverage for the indemnification obligations contained herein, (ii) coverage for the use of contractors or subcontractors, (iii) products liability and completed operations coverage effective including all warranty periods stated in this purchase order or two years, whichever is greater, and (d) broad form property coverage (electronic data processing equipment and media), and not containing an exclusion for explosion, collapse and und

ground coverage; d) Comprehensive motor vehicle liability insurance, including coverage for owned, hired, leased, rented and non-owned vehicles providing coverage of not less than one million dollars (US\$1,000,000) combined single limit for bodily injury, including death, and/or property damage; e) Cyber Liability coverage, including liability for network security, introduction of corrupting or harmful software code, unauthorized access, loss of data and/or Personally Identifiable Information, in the amount of five million dollars (US\$5,000,000) for each occurrence; and f) Professional Liability including Electronic Errors and Omissions insurance covering the effects of errors and omissions in the performance of professional duties in the amount of five million dollars (US\$5,000,000) for each occurrence and in the aggregate associated with Services performed under this purchase order.

All such insurance shall be with an insurance provider/underwriter with at least an A rating (as defined by A.M. Best) acceptable in all respects to BMC and authorized to do business in the state, county and city in which the services are to be performed. Contractor shall deliver a certificate evidencing each insurance policy to BMC naming BMC as an additional insured for items (c) and (e) above within 10 days after the receipt of this purchase order by contractor.

Each such insurance policy shall contain a covenant by the issuing company that at least 30 days' advance written notice be provided to BMC prior to cancellation, non-renewal, or material modification to limits or coverage and contain a waiver of subrogation in favor of BMC, BMC's agents, employees and customers. Contractor will have policy endorsed to provide that Contractor insurance is primary in the event there is other valid and collectible insurance.

**Confidential Information.** Each party will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to that party or its agents and any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain and the receiving party will restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the receiving party's obligations to the disclosing party and will ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the receiving party. No personal data shall be provided to the Contractor under this purchase order.

**Assignment.** The Contractor will not be entitled to assign this purchase order or any part of it without the prior written consent of the BMC.

No on premises work with the issuance of security badges or system access can be granted under this purchase order.

**Compliance with Laws.** Contractor represents and warrants that it complies with all laws of the respective jurisdiction.

**Language.** Les parties se sont expressément entendues pour que ces termes et conditions soient rédigés en langue anglaise. The parties have expressly agreed that these terms and conditions should be drafted in English.