



**ATTACHMENT A**  
**TO JAXON PURCHASE ORDER**  
**STANDARD PURCHASE ORDER PROVISIONS - SERVICES**

**ARTICLE 1. TERMS OF PAYMENT**

**1.1 Invoicing**

SUBCONSULTANT may submit invoices to Jaxon for payments not more than once each month. Such invoices will represent the value of the completed Services and will be prepared in a form and supported by documentation as Jaxon may reasonably require. Invoices will be reviewed and approved by Jaxon before submittal to Jaxon's client ("CLIENT").

**1.2 Payments**

Payment will be made by Jaxon to SUBCONSULTANT in accordance with the terms specified on the Purchase Order form or elsewhere within the Purchase Order, this Attachment or any other Attachment to the Purchase Order (together referred to as "SUBCONTRACT") for the approved invoice amount, less any retainage by CLIENT, less any retainage specified elsewhere in this SUBCONTRACT. Progress payments to SUBCONSULTANT will not constitute acceptance of Services. Cash discounts will apply from the date a correct, properly supported invoice is received by Jaxon. All payments to SUBCONSULTANT shall be made in United States Dollars unless otherwise indicated within this SUBCONTRACT. Jaxon reserves the right to withhold progress payments if SUBCONSULTANT's performance does not meet the requirements of this SUBCONTRACT.

**1.3 Final Payment**

Upon completion of Services, SUBCONSULTANT will notify Jaxon, in writing that Services are complete and that final payment is due. If Services have been completed in accordance with this SUBCONTRACT, final payment will be made in accordance with the terms of this SUBCONTRACT.

**1.4 Liens\***

SUBCONSULTANT will promptly pay for all services, labor, materials, and equipment used or employed by SUBCONSULTANT in performance of this SUBCONTRACT, and will maintain all materials, equipment, structures, buildings, and premises free and clear of mechanic's or other liens. SUBCONSULTANT will, upon completion of the SUBCONTRACT and before final payment is due, furnish Jaxon, on a form Jaxon may require, with reasonable evidence that all services, labor, materials, and equipment have been paid in full.

**1.5 Interest**

Any interest received by Jaxon from CLIENT for late progress payments or retainages will be shared with SUBCONSULTANT on a pro rata basis, to the extent SUBCONSULTANT also has late progress payments or retainages.

**ARTICLE 2. OBLIGATIONS OF SUBCONSULTANT**

**2.1 Independent Contractor\***

SUBCONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors (when authorized), and agents. SUBCONSULTANT shall also be solely responsible for the means and methods of performing the SUBCONTRACT and for the safety of its employees. Nothing contained in this SUBCONTRACT will create any contractual relationship between CLIENT and SUBCONSULTANT.

**2.2 Lower Tier Subcontractors**

2.2.1 The names of any proposed or existing subcontractors to SUBCONSULTANT who will perform a portion of the SUBCONTRACT (Lower Tier Subcontractor) must be submitted to and approved in advance in writing by Jaxon. If any lower tiered subcontractors were a part of SUBCONSULTANT'S proposal, and that proposal is a part of the SUBCONTRACT, those Lower Tiered Subcontractors are deemed to have been approved.

2.2.2\* SUBCONSULTANT will bind all Lower Tier Subcontractors to the Provisions of this SUBCONTRACT where indicated by an asterisk (\*) as a required flow-down provision. Additionally, SUBCONSULTANT will flow-down those sections of the other SUBCONTRACT Attachments as so required by Jaxon.

2.2.3 Neither this SUBCONTRACT nor any Lower Tier Subcontract will create any contractual relationship between any Lower Tier Subcontractor and Jaxon, nor any liability of Jaxon to any Lower Tier Subcontractor.

### **2.3 Performance\***

The standard of care applicable to SUBCONSULTANT's Services will be the degree of skill and diligence normally employed by others performing the same or similar services. SUBCONSULTANT will re-perform any Services not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, Jaxon may cause the same to be corrected and deduct costs incurred from SUBCONSULTANT's compensation.

### **2.4 Insurance\***

2.4.1 Before commencing Services and as a condition of payment, SUBCONSULTANT will purchase and maintain from the effective date of this Agreement through a period of at least two (2) years after the expiration of this Agreement the following minimum insurance limits and coverage with an A.M. Best Guide rating of A VII or better:

2.4.2 Worker's compensation insurance in the statutory amount and employer's liability insurance in an amount not less than \$1,000,000 per accident and disease for all Resources engaged in the Services.

2.4.3 Commercial automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, in an amount not less than \$1,000,000 combined single limits.

2.4.4 Commercial general liability insurance including X, C & U, products/completed operations and contractual liability covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of SUPPLIER or of any of its directors, officers, Resources, agents, or lower tier suppliers, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2.4.5 If required (pursuant to 2.4.6) professional liability insurance, in an amount not less than \$1,000,000 per claim covering the acts, errors or omissions of the SUPPLIER.

2.4.5.1 Insurance coverage in 2.4.3 and 2.4.4 above will name Jaxon Engineering and Maintenance *and Client (if applicable)* as additional insured. Such insurance will be primary and non-contributory coverage to Jaxon *and Client (if applicable)*.

2.4.5.2 Before commencing Services under this Agreement, SUPPLIER will furnish Jaxon original certificates of insurance meeting or exceeding the coverage specified in this Article. Certificates shall include the following or equivalent statement:

*"Jaxon Engineering and Maintenance and Client (if applicable) is/are named as additional insured with respect to the commercial automobile and the commercial general liability insurance policies. Such insurance shall be primary and non-contributory coverage to Jaxon and Client (if applicable) for any claim resulting from the Policy Holder's performance of the agreement for which this Certificate of Insurance is issued."*

2.4.5.3 Certificates also shall state that the insurance carrier will give Jaxon thirty (30) days' notice of any cancellation, non-renewal, or reduction of coverage or limits.

2.4.6 Professional Liability insurance is required when the services/work procured in a Purchase Order are defined as professional services. Professional services are defined, at a minimum, includes the requirement that the Resource practice under a license issued by a state licensing board and that their professional negligent acts are insured through a professional liability policy and not a general liability policy. Examples of commonly procured professional services include engineering, architecture, landscape architecture, land surveying, legal services, accounting, computer programming, and analytical and physical laboratory services.

### **2.5 Indemnification\***

SUBCONSULTANT agrees to indemnify Jaxon and CLIENT from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, to the proportionate extent caused by the breach of contract, negligence, or willful misconduct of SUBCONSULTANT, SUBCONSULTANT's employees, affiliated corporations, officers, and Lower Tier Subcontractors in connection with performance of this SUBCONTRACT.

### **2.6 Codes, Laws, and Regulations\***

SUBCONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this SUBCONTRACT. No portion of any compensation paid under this SUBCONTRACT will be used for any illegal or unethical purpose whatsoever.

### **2.7 Permits, Licenses, and Fees\***

SUBCONSULTANT will obtain and pay for all permits and licenses required by law that are associated with SUBCONSULTANT's performance of the SUBCONTRACT.

## **2.8 Publicity\***

SUBCONSULTANT will not disclose the nature of the work to be performed under this SUBCONTRACT or engage in any other publicity or public media disclosures with respect to this SUBCONTRACT without the prior written consent of Jaxon and CLIENT.

## **2.9 Key Personnel**

SUBCONSULTANT will provide qualified personnel to perform the SUBCONTRACT. Within 10 days of execution of this SUBCONTRACT or receipt of a written authorization to proceed, if requested by Jaxon, SUBCONSULTANT will submit a list of key personnel for its Services, including a designated project manager, and will not change or reassign any of the designated key personnel without the written approval of Jaxon.

## **2.10 Copies of Data**

One legible copy each of all other notes, documents, programs, log book pages, technical data, source code, computations, designs and other instruments of service prepared under the terms of this SUBCONTRACT will be delivered by SUBCONSULTANT to Jaxon upon completion of the SUBCONTRACT.

## **2.11 Additional Assignments**

SUBCONSULTANT will not separately solicit or accept any assignment from CLIENT directly related to the work to be performed under this SUBCONTRACT during the life of this SUBCONTRACT without Jaxon's written approval.

## **2.12 Access to Records\***

SUBCONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by Jaxon during SUBCONSULTANT's normal business hours for a period of 7 years after payment of SUBCONSULTANT's final invoice to the extent required to verify the costs incurred hereunder.

## **2.13 Suspension of Services**

SUBCONSULTANT will, upon written notice from Jaxon, suspend, delay, or interrupt all or a part of the Services. In such event, SUBCONSULTANT will resume Services upon written notice from Jaxon, and an extension of time and/or an equitable adjustment in compensation, if appropriate, will be mutually agreed upon.

## **2.14 Schedule**

The SUBCONSULTANT must meet the schedule specified in the Statement of Work, Schedule and Deliverables, or elsewhere in this SUBCONTRACT. In the event that SUBCONSULTANT or Jaxon estimates that SUBCONSULTANT will fail to meet a mutually agreed upon schedule or time of completion and SUBCONSULTANT does not propose a solution satisfactory to Jaxon, Jaxon may require SUBCONSULTANT to implement any or all of the following:

- (1) Extend its working day to 10 hours or more
- (2) Extend its working week to 6 or 7 days
- (3) Increase the labor force
- (4) Provide and utilize additional equipment and facilities

SUBCONSULTANT will continue the accelerated services until such time as Jaxon determines that progress conforms to the schedule completion time. All additional costs of the accelerated effort will be borne solely by SUBCONSULTANT unless a change in Statement of Work can be shown.

## **2.15 Monthly Progress Report**

SUBCONSULTANT will provide, if requested by Jaxon, a monthly progress report to Jaxon in a form and covering information as required by Jaxon.

## **2.16 Inspection of Services\***

Jaxon and CLIENT reserve the right, but not the obligation, at all reasonable times to inspect or otherwise evaluate the Services performed or being performed by SUBCONSULTANT and the premises on which they are being performed. If any inspection or evaluation is made by Jaxon or CLIENT on the premises of SUBCONSULTANT, SUBCONSULTANT will provide all reasonable facilities and assistance for Jaxon's or CLIENT's safety and convenience in the performance of the inspection. Such inspection or evaluation will not relieve SUBCONSULTANT of its obligations under this SUBCONTRACT.

## **2.17 Working Files\***

SUBCONSULTANT will maintain files containing all deliverable documentation including calculations, assumptions, interpretations of regulations, sources of information, program source code, and other raw data required in the performance of this SUBCONTRACT. SUBCONSULTANT will provide copies of the information contained in its working files to Jaxon upon request of Jaxon.

## **2.18 Communications with CLIENT\***

All of SUBCONSULTANT's written or verbal communication with or to CLIENT, or with federal, state, or local agencies, relative to Services under this SUBCONTRACT must be through or with the knowledge of Jaxon.

## **2.19 Safety\***

SUBCONSULTANT is solely responsible for the health and safety of its own employees and its Lower Tier Subcontractors. SUBCONSULTANT will comply with any owner or site controlling contractor's health and safety plan. SUBCONSULTANT will comply with all applicable federal, state and local laws and regulations related to health and safety.

## **2.20 Information of SUBCONSULTANT**

SUBCONSULTANT shall not provide any proprietary information to Jaxon without first informing Jaxon of its intent to submit such information and adequately marking such information.

## **2.21 New Materials\***

Unless agreed otherwise, all Services and deliverables provided to Jaxon by SUBCONSULTANT shall consist of new materials and shall not be used, reconditioned, or modified from prior works.

## **2.22 Quality Control\***

SUBCONSULTANT shall maintain a quality control system that is reasonable, consistent with industry standards, and capable of ensuring that SUBCONSULTANT's performance meets the requirements of this SUBCONTRACT.

## **2.23 Equipment and Materials**

Unless otherwise specified, SUBCONSULTANT shall be responsible for providing all equipment and materials necessary for performance this SUBCONTRACT. SUBCONSULTANT shall exercise reasonable care in selecting such equipment and materials. During performance, SUBCONSULTANT shall remain responsible for the maintenance and upkeep of any provided equipment and shall solely be responsible for any damage or delays caused by the failure of equipment or materials provided under this SUBCONTRACT.

## **2.24 Use of Data\***

Any data provided or made available to SUBCONSULTANT by Jaxon or CLIENT shall be used only for the purpose of performing this SUBCONTRACT. After performance is completed or upon termination of this SUBCONTRACT for any reason, all data shall be returned or destroyed as directed by Jaxon.

## **2.25 Information and Certifications\***

If this SUBCONTRACT is issued under or in support of a contract with the United States Government, SUBCONSULTANT agrees to provide all information and certifications necessary to comply with federal laws and regulations governing the performance of government contracts.

## **ARTICLE 3. OBLIGATIONS OF Jaxon**

### **3.1 Timely Review**

Jaxon will examine SUBCONSULTANT's studies, reports, proposals, and other project-related documents and render decisions required by SUBCONSULTANT in a timely manner.

### **3.2 Prompt Notice**

Jaxon will give written notice to SUBCONSULTANT whenever Jaxon observes or becomes aware of any development that affects the scope or timing of SUBCONSULTANT's Services or any defect in the Services of SUBCONSULTANT.

### **3.3 Technical Guidance and Information Transfer**

3.3.1 Jaxon may, at its sole discretion, provide technical guidance on SUBCONTRACT performance. Technical guidance may include:

- (a) Guidance that assists SUBCONSULTANT in accomplishing the Services
- (b) Review comments on deliverables
- (c) Copies of technical guidance documents relative to Services under this SUBCONTRACT, as they are made available to Jaxon

Technical guidance will be issued in writing or, after verbal issuance, confirmed in writing.

3.3.2 Jaxon may also, at its sole discretion, provide SUBCONSULTANT with documents, forms, procedures, agreements, and other items specifically developed for use on this SUBCONTRACT for SUBCONSULTANT's information. SUBCONSULTANT agrees to assume the full liability arising out of the improper use of any information provided by Jaxon.

### **3.4 Furnished Data**

Jaxon will provide SUBCONSULTANT technical data in its possession, including, but not limited to, CLIENT information, previous reports, and other information relating to SUBCONSULTANT's performance of this SUBCONTRACT. SUBCONSULTANT may reasonably rely upon the accuracy of the information provided by Jaxon.

### **3.5 Changes\***

3.5.1 Jaxon may, by written order only, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Statement of Work. SUBCONSULTANT will not proceed with any changes unless notified to proceed in writing by Jaxon.

3.5.2 Nothing herein will be construed as relieving SUBCONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon SUBCONSULTANT entitlement to, or the amount of, any adjustment in time or compensation.

3.5.3 Any claim by SUBCONSULTANT for an adjustment under this paragraph must be asserted in writing fully supported by factual information to Jaxon, within 15 days from the date of receipt by SUBCONSULTANT of the written change authorization from Jaxon or within such extension of that 15-day period as Jaxon, in its sole discretion, may grant in writing at SUBCONSULTANT's request prior to expiration of said period.

3.5.4 If the scope of the Statement of Work is reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

## **ARTICLE 4. GENERAL LEGAL PROVISIONS**

### **4.1 Proprietary and Confidential Information; Nondisclosure\***

4.1.1 All drawings, specifications, technical data, and other information furnished to SUBCONSULTANT by Jaxon or CLIENT, including information supplied pursuant to Article 3 or any other provision of this SUBCONTRACT, and all drawings, specifications, technical data, and other information developed by SUBCONSULTANT or others in connection with the Services rendered hereunder (together "Proprietary Information") are, and will remain, the property of Jaxon or CLIENT. SUBCONSULTANT shall not copy or otherwise reproduce or use Proprietary Information in any way except in connection with the performance of the SUBCONTRACT, nor shall SUBCONSULTANT use Proprietary Information in any manner detrimental to the interest of Jaxon or CLIENT. SUBCONSULTANT shall maintain Proprietary Information in the strictest confidence and shall not disclose such information to third parties unless the information:

- (a) Was part of the public domain when received or becomes a part of the public domain through no action or lack of action by the SUBCONSULTANT;
- (b) Prior to receipt, was already in the SUBCONSULTANT's possession and not subject to an obligation of confidence imposed in another relationship; or,
- (c) Subsequent to receipt, is obtained from a third party who is lawfully in possession of the information and not subject to a contractual relationship to Jaxon with respect to the information.

4.1.2 Any original documentation that is provided to SUBCONSULTANT by CLIENT in hard copy format (paper) shall be treated as required by the requirements of the sign out register under which such documentation is provided.

### **4.2 Assignments**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this SUBCONTRACT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire SUBCONTRACT are binding on the heirs, successors, and assigns of the parties hereto.

### **4.3 Waivers\***

No waiver by either party of any default by the other party in the performance of any provision of this SUBCONTRACT will operate or be construed as a waiver of any future default, whether like or different in character.

### **4.4 Force Majeure\***

Neither party to this SUBCONTRACT will be liable to the other party for delays in performing the SUBCONTRACT, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Jaxon will adjust the schedule and compensation under this SUBCONTRACT to the extent that Jaxon's schedule and compensation are equitably adjusted by CLIENT.

#### **4.5 Authorization to Proceed**

Execution of this SUBCONTRACT by Jaxon will be authorization for SUBCONSULTANT to proceed with performance of the SUBCONTRACT, unless otherwise provided for in this SUBCONTRACT.

#### **4.6 No Third-Party Beneficiaries**

This SUBCONTRACT gives no rights or benefits to anyone other than SUBCONSULTANT and Jaxon and has no third-party beneficiaries.

#### **4.7 Jurisdiction**

When issued under or in support of a contract with the United States Government, to the extent applicable, this SUBCONTRACT will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts is not applicable or dispositive, or if this SUBCONTRACT is not issued under or in support of a contract with the United States Government, the laws of the State of Colorado, without regard to conflict of laws principles, shall apply.

#### **4.8 Severability and Survival**

If any of the Provisions contained in this SUBCONTRACT are held invalid, illegal, or unenforceable, the enforceability of the other remaining provisions shall not be impaired. Limitations of liability, indemnities, and other express representations shall survive termination of this SUBCONTRACT for any cause.

#### **4.9 Termination\***

##### **4.9.1 Termination for Convenience**

All or part of this SUBCONTRACT may be terminated by Jaxon for its convenience. In such event, SUBCONSULTANT will be entitled to compensation for Services competently performed up to the date of termination and reasonable termination expenses as determined at the discretion of Jaxon. SUBCONSULTANT will not be entitled to compensation or profit on Services not performed.

##### **4.9.2 Termination for Default**

Jaxon may, by written notice, terminate the whole or any part of the SUBCONTRACT for default in the event that SUBCONSULTANT fails to perform any of the provisions of this SUBCONTRACT, or fails to make progress as to endanger performance of the SUBCONTRACT in accordance with its terms, or, in the opinion of Jaxon, becomes financially or legally incapable of completing the Services and does not correct such to Jaxon's reasonable satisfaction within a period of 7 working days after receipt of notice from Jaxon specifying such failure. If, after notice of termination, it is determined for any reason that SUBCONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Termination for Convenience. In the event of termination for default, SUBCONSULTANT will not be entitled to termination expenses.

4.9.3 Regardless of the cause of termination, the SUBCONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field, or other notes, logbook pages, technical data, source code, computations, and designs.

4.9.4 The rights and remedies of Jaxon provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this SUBCONTRACT.

#### **4.10 Delays and Extension of Time\***

4.10.1 If SUBCONSULTANT is delayed in the progress of the SUBCONTRACT for any reason, SUBCONSULTANT will, within 48 hours of the start of the occurrence, give written notice to Jaxon of the cause of the potential delay and estimate the possible time extension involved. Within 7 days after the cause of delay has been remedied, SUBCONSULTANT will give written notice to Jaxon of any actual time extension requested.

4.10.2 Within 15 days after SUBCONSULTANT submits to Jaxon a written request for an extension of time, Jaxon will present its written opinion as to whether an extension of time is justified, and, if so, a decision as to the number of days for time extension.

4.10.3 No extension of time will be considered for weather conditions normal to the area in which the SUBCONTRACT is being performed. Unusual weather conditions, if determined by Jaxon to be of a severity that would stop all progress, may be considered as cause for an extension of completion time.

4.10.4 Delays in delivery of equipment or material purchased by SUBCONSULTANT or its subcontractors will not be considered as a just cause for delay. SUBCONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

#### **4.11 Ownership of Work Products and Intellectual Property\***

All of the work products of the SUBCONSULTANT in executing this SUBCONTRACT (including all the rights related to such work products) shall be the sole property of Jaxon, subject to the rights of the CLIENT, as necessary or appropriate. All reports, data, information, documents, specifications, flow-charts, discoveries, know-how, inventions, processes, firmware, computer software, source and object code, and software documentation as well as any resulting intellectual property, including but not limited to, invention disclosures, provisional patent applications, regular patent applications, patents, trade secrets, proprietary information, copyrights, trademarks, service marks, domain names, trade dress, and moral rights discovered, created, or developed during the course of, or as a result of, the SUBCONTRACT shall be the sole property of Jaxon, subject to the rights of the CLIENT, as necessary or appropriate. Moral rights are expressly waived by SUBCONSULTANT. SUBCONSULTANT agrees that if the SUBCONSULTANT's Services under this SUBCONTRACT involves development of copyrightable items, then each such item is deemed to be a "work made for hire" under the United States Copyright Act so that all ownership interests, including copyrights and all other rights, are solely owned by Jaxon, subject to the rights of the CLIENT, as the case may be. To the extent SUBCONSULTANT retains any right, title, or interest in or to any work product or item of property covered by this paragraph, SUBCONSULTANT hereby transfers and assigns to Jaxon all such right, title, and interest, include all worldwide rights. SUBCONSULTANT further agrees to execute any additional documents which Jaxon may require to affect the foregoing transfer and assignment.

#### **4.12 Usage of Property, Data and Other Items Furnished under U.S. Federal Contracts\***

4.12.1 This Article shall apply if this SUBCONTRACT is issued under a U.S. Federal contract.

4.12.2 Notwithstanding any other Article of this SUBCONTRACT, upon prior written notice to Jaxon and to the extent that such use will not interfere with SUBCONSULTANT's performance of Services under this SUBCONTRACT, SUBCONSULTANT with the Government's authorization may use any furnished property, data or other items which the Government owns for which it has the right to authorize use on other Government contracts or subcontracts.

#### **4.13 Human Trafficking\***

4.13.1 This Article 4.13.1 shall apply if the SUBCONSULTANT is organized under the laws of the United States of America. The parties agree to comply with all applicable provisions of U.S. law regarding the U.S. Government's "zero tolerance" policy against human trafficking, including without limitation the Trafficking Victims Protection Act, 22 U.S.C. § 7104, as amended; the National Security Presidential Directive/NSPD-22; and all other applicable laws, statutes, regulations, executive orders, and presidential directives.

4.13.2 This Article 4.13.2 shall apply if the SUBCONSULTANT is not organized under the laws of the United States of America. SUBCONSULTANT agrees to strictly comply with all applicable laws, rules and regulations to which compliance is required by any lawful jurisdiction governing the trafficking of persons, including the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

4.13.3 SUBCONSULTANT further agrees that this Article shall be flowed down to all of its Lower Tier Subcontractors at any tier. Any violation of this Article shall be considered cause for termination for default.

#### **4.14 Consequential Damages\*.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR THEIR AFFILIATED CORPORATIONS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS SHALL BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT OR WARRANTY, TORT INCLUDING NEGLIGENCE, STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION. IN ORDER TO PROTECT AGAINST INDIRECT LIABILITY OR THIRD-PARTY PROCEEDINGS, BOTH PARTIES WILL INDEMNIFY THE OTHER FOR ANY SUCH DAMAGES.**

#### **4.15 Equal Employment Opportunity\***

U.S. SUBCONSULTANTS shall comply with applicable laws, executive orders, and regulations concerning nondiscrimination in employment including but not limited to the Equal Opportunity Clause of Section 202, Executive Order 11246, as amended.

#### **4.16 Affirmative Action\***

The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered Jaxon contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

**4.17 Complete Agreement**

No terms or conditions stated by the SUBCONSULTANT in its bid or proposal, acknowledgment or other correspondence shall be binding upon Jaxon if different from or in addition to the express provisions of this SUBCONTRACT.