

PURCHASE ORDER TERMS AND CONDITIONS

IF A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES IS IN EFFECT AND COVERS THE SALE OF THE DELIVERABLES REFERENCED IN THE PURCHASE ORDER, THE WRITTEN AND SIGNED AGREEMENT WILL GOVERN SUCH SALE AND SUPERSEDE THESE PURCHASE ORDER TERMS AND CONDITIONS.

M&T Bank or the affiliate of M&T Bank ("**M&T**") named on a purchase order (the "**Purchase Order**") purchases goods and/or services (including any product offered on a software-as-a-service basis) (collectively, "**Deliverables**") from the seller named on the Purchase Order ("**Seller**") pursuant to these terms and conditions (the "**Terms**"). The Purchase Order and the Terms are the only terms which govern M&T's purchase. Tw 2 Tr 9 0 02111 T Tr 9 0 02111t(5)8 -acoelu (e)0.7 (.043)0.7 (l)3-2.3 (.7 (r)8 7 (r)8 (n)0.7 ((m)9.3 (s)5.3 (o)-3.3 (s-2.9

comply with all laws and regulations applicable to the provision of the Deliverables;

b. comply with all rules, regulations, and policies of M&T, including, without limitation, security procedures concerning systems and data and remote access thereto, personnel screening procedures, building security procedures (including, without limitation, the restriction of access by M&T to certain areas of its premises or systems for security reasons), and general health and safety practices and procedures;

c. maintain, implement, and regularly assess written policies and procedures

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purposes. All software licensed or otherwise made accessible to M&T hereunder shall be free from Malicious Code. Notwithstanding anything contained in this Section, any software constituting Work Product shall be owned by M&T and subject to Section 9.c of this Agreement.

11. Warranties. Seller warrants to M&T that, for a period of twelve (12) months from the Delivery Date, all Deliverables will: (a) be free from any defects in workmanship, material, and design; (b) be fit for their intended purpose and operate as intended; a

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origin, veteran status or disability. To the extent applicable, Seller and its vendors and subcontractors shall abide by the requirements of 29 C.F.R. Part 471, Appendix A (Notification of Employee Rights under Federal Labor Laws).

26. Supplier Diversity. M&T is committed to diversifying its supplier network by engaging with diverse suppliers, including, without limitation, those suppliers certified as minority business enterprises, women business enterprises, veteran business enterprises, and LGBT-owned business enterprises (collectively, "Diverse Suppliers"). Diverse Suppliers have an equal opportunity to participate in the performance of contracts for goods and services with M&T. Upon M&T's request, Seller will report the actions it is taking in furtherance of this goal.

27. Code of Conduct: Conflicts of Interest: Gifts. Seller shall conduct its business in compliance with M&T's Supplier Code of Conduct, which is available at <https://www3.mtb.com/about-mt/become-supplier/supplier-terms-requirements> and incorporated into these Terms by reference. Without limiting the foregoing, Seller shall: (a) avoid conflicts of interest; and (b) not offer or provide to any employee, contingent worker, contractor, agent, officer, or director of M&T or any of its affiliates (i) any cash or anything else that is readily convertible into cash, irrespective of amount, or (ii) any gift or other item of value that exceeds US \$250.00. If Seller believes any breach of this Section or other impropriety may be taking place or has taken place, it should report such concern to M&T at: (i) M&T Bank, One M&T Plaza, Buffalo, NY 14203, Attn.: Manager – Third Party Risk Management and (ii) TPRMailbox@mtb.com

28. Incentive Compensation. Seller shall not utilize or provide to its personnel any incentive compensation (including, without limitation, any commission or bonus) based primarily on the provision of Deliverables to M&T under this Agreement without M&T's prior written consent. Seller represents and warrants that it does not and will not utilize any incentive compensation plan or other compensation arrangement that would reasonably encourage its personnel to take imprudent risks in the provision of Deliverables under this Agreement.

29. Affiliates of M&T. With respect to any or all affiliates of M&T, it is the intention of the Parties that, at the option of M&T: (a) any affiliate of M&T may receive Deliverables purchased under this Agreement; (b) such affiliates shall be considered third-party beneficiaries to this Agreement; and (c) such affiliates shall be entitled to enforce this Agreement against Seller. In accordance with Federal Reserve Board Regulation W (12 C.F.R. Part 223), with respect to any affiliate that is an "affiliate" of M&T under Regulation W, nothing in this Agreement shall be construed as stating or suggesting that M&T or any of its subsidiaries is responsible in any way for the obligations of such affiliate.

30. No Public Announcements. Seller shall not make any public announcement concerning this Agreement or the transactions contemplated hereunder without the prior written consent of M&T. Seller shall not use M&T's or any of its affiliates' names, logos, or other trademarks in any advertising, brochures, press release, promotional materials or in any other manner without M&T's prior consent, which may be withheld in M&T's sole discretion.

31. Force Majeure. Neither Party shall be liable to the other Party for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from any of the following force majeure events ("Force Majeure Event(s)"): (a) natural disasters, including, without limitation, earthquakes, hurricanes, typhoons, floods, droughts, fires, and other natural disasters; (b) acts of God, including, without limitation, lightning, storms, and other acts of God; (c) war, terrorism, and other acts of violence; (d) government actions, including, without limitation, embargoes, trade restrictions, and other government actions; (e) labor disputes, including, without limitation, strikes, lockouts, and other labor disputes; (f) epidemics, including, without limitation, COVID-19, and other epidemics; (g) any other event beyond the control of the Impacted Party.

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41. Waiver. No waiver by M&T of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by M&T. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

42. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each Party.