

LOYALTYONE, CO.
Purchase Order Terms And Conditions

1. DEFINITIONS

"LoyaltyOne" means LoyaltyOne, Co., who is the purchaser of the goods and/or services identified on the front of this Purchase Order.

"Vendor" means the vendor identified on the front of this Purchase Order.

"Work" means all services, goods or work delivered or rendered by Vendor pursuant to this Purchase Order.

"Confidential Information" means all information disclosed by LoyaltyOne to Vendor or otherwise learned by Vendor in connection with Vendor's performance under this Purchase Order including, but not limited to, personal, consumer, customer, client, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; or formulae, products, processes, procedures, programs, inventions, systems, or designs.

- 2. ACCEPTANCE** – Vendor's acceptance of this Purchase Order constitutes Vendor's acceptance of these Purchase Order Term and Conditions. This Purchase Order shall be deemed accepted on Vendor's return to LoyaltyOne of a copy of this Purchase Order signed on behalf of Vendor. LoyaltyOne shall not be bound by additional or different terms and conditions in any document submitted by Vendor unless LoyaltyOne expressly agrees in writing to such terms and conditions. LoyaltyOne's acceptance and payment for goods delivered and/or services rendered by Vendor shall constitute acceptance of such goods and/or services subject to these Purchase Order Terms and Conditions and shall not constitute acceptance of any additional or different terms and conditions submitted by Vendor.

3. INSPECTION AND ACCEPTANCE

(a) Vendor shall provide LoyaltyOne with all information, facilities, and assistance as reasonably requested by LoyaltyOne for safe and convenient inspection of the Work without additional charge.

(b) No such inspection or acceptance of Work shall relieve Vendor of its obligations to furnish Work in accordance with the requirements of this Purchase Order.

- 4. WARRANTY** – Vendor hereby warrants that all goods delivered by the Vendor shall conform to specifications, proposals, samples, drawings, and descriptions, shall be merchantable, in good working order and shall be free from defects in material, workmanship and design for a period of 12 months from the date of delivery. Vendor warrants that the goods will be free of any liens or encumbrances. If Vendor knows or has any reason to know the particular purpose for which LoyaltyOne intends to use the material or services, Vendor warrants that the goods will be fit for that particular purpose. Services shall be performed to LoyaltyOne's satisfaction in accordance with specifications, proposals and descriptions. Should LoyaltyOne provide no specifications, proposals or descriptions, Vendor shall use best commercial practices in the performance of this Purchase Order. All warranties shall enure to the benefit of LoyaltyOne, its successors and assigns. If any non-conforming Work is identified within the warranty period, Vendor, at LoyaltyOne's option, shall promptly repair, replace, or re-perform the Work. Such warranty work will be further warranted for an additional one-year period. Transportation of replacement Work, return of non-conforming Work, and re-performance of Work shall be at Vendor's expense. If repair or replacement or re-performance of Work is not timely, LoyaltyOne may elect to return Work for a full credit or refund, or may re-perform, repair, replace, or re-procure at Vendor's expense. **The United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG] and its participating companies does not apply to this Purchase Order.**

- 5. SHIPPING** - Shipments shall be made in accordance with specific shipping instructions, and all supporting documents will bear the Purchase Order number. Shipping and routing instructions may be altered as mutually agreed without a written change. Taxes and freight shall be billed as separate line items on Vendor's invoices. Regardless of F.O.B. point, Vendor agrees to bear all risk of loss and injury, and for destruction of goods and materials ordered herein which occur prior to acceptance by LoyaltyOne. No such loss, injury, or destruction shall release Vendor from any obligations hereunder. Packing lists shall be affixed to the outside of each box or package shipped pursuant to this Order, indicating the contents therein. Protective packaging shall be compliant with LoyaltyOne's specification or, lacking specification, to best commercial practices and all items must be properly labeled. Vendor shall be responsible for the payment of all charges for handling, packaging, wrapping, bags, containers and related matters unless LoyaltyOne has assumed an express obligation therefor by notation on the face of the Purchase Order.

- 6. BILLING** – All invoices, packages, shipping notices, instruction manuals and any other written documentation affecting this Purchase Order shall contain the applicable Purchase Order number. LoyaltyOne will not accept any increase in price above that indicated on this Purchase Order. Any general price decrease announced by Vendor in classification of equipment and/or materials similar to the items described on this Purchase Order shall automatically reduce the price thereof by a comparable percentage on all items not yet accepted by LoyaltyOne. All invoices must be sent to the Bill To address and will be paid by LoyaltyOne according to the Payment Terms on this Purchase Order after receipt of an accurate invoice from Vendor. Vendor will (a) comply will all country of origin marking instructions and all instructions for exports to LoyaltyOne; (b) comply will all packaging and labeling requirements set forth in this Purchase Order and best commercial practice shipping instructions; (c) shall not use premium transportation unless specifically authorized by LoyaltyOne;(d) not include more than one daily shipment for one destination on one bill of lading ; and (e) not declare a value or purchase additional insurance on all domestic F.O.B. Origin shipments to LoyaltyOne.

- 7. TAXES** - LoyaltyOne will be responsible for, and agrees to pay, all sales, use, excise, and value-added taxes, or taxes of a similar nature (excluding personal property taxes and taxes based on Vendor's income which shall be borne by Vendor), imposed by any government or taxing authority on all goods and/or services provided to LoyaltyOne by Vendor under this Agreement. The parties agree to cooperate with each other to minimize any applicable sales, use, or similar tax and, in connection therewith, the parties shall provide each other with any relevant tax information as reasonably requested (including without limitation, resale or exemption certificates, multi-state exemption certificates, information concerning the use of assets, materials and notices of assessments). Vendor shall calculate and include the appropriate amount of taxes on each monthly invoice to LoyaltyOne. Vendor shall be solely responsible for remitting to the appropriate taxing authority the tax amounts paid by LoyaltyOne. Vendor agrees to be responsible for paying any tax, penalty, and interest resulting from Vendor not including the appropriate taxes on each monthly invoice to LoyaltyOne. Vendor shall be responsible for and shall pay all sales, use, excise, value-added taxes or taxes of a similar nature, imposed by any government or taxing authority on all taxable items sold to and purchased by Vendor under this Purchase Order.

- 8. CHANGES** – LoyaltyOne may at any time, by written change order, suspend performance in whole or in part, make changes in drawings, designs, specifications, method of shipment or packing, time or place of delivery, or require additional or diminished Work. If any such change causes an increase or decrease in the cost of, or the time required for performance, an equitable adjustment shall be made in the Purchase Order price or delivery schedule or both and this Purchase Order shall be modified accordingly in writing. Any claim by the Vendor for such an adjustment must be made within (30) thirty days from the date of receipt by Vendor of the change order or shall be unconditionally waived.

- 9. INDEMNIFICATION** – Vendor shall defend, indemnify and save harmless LoyaltyOne, its affiliates and their respective officers, directors, agents and employees from and against all losses, costs, damages, expenses, claims, demands or other liabilities (including attorneys' fees and costs of defense) of LoyaltyOne, arising out of or relating to: (a) providing the material and/or doing the work herein provided; and/or (b) any act or omission of Vendor,

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its employees or agents, or others under Vendor's control; and/or (c) Vendor's providing a defective or dangerous product; and/or (d) Vendor's breach of any term of this Purchase Order. This expressly includes, but is in no way limited to, penalties imposed upon LoyaltyOne by its customers arising from late delivery of Work directly resulting from Vendor's failure to meet delivery schedules or other conditions of this Purchase Order. The remedies reserved in this Purchase Order shall be cumulative and in addition to any other or further remedies provided in law or equity.

10. INTELLECTUAL PROPERTY – Subparagraph (a) is NOT applicable for commercial off-the-shelf purchases unless such off-the-shelf Work is modified or redesigned pursuant to this Purchase Order.

- (a) Vendor shall assign, convey and transfer to LoyaltyOne without any further consideration each and every modification, redesign, invention, discovery, improvement, maskwork, and patent relating to the Work, first conceived, developed, or generated in performance of this Purchase Order and upon request shall execute any required papers and furnish all reasonable assistance to LoyaltyOne to vest all right, title and interest in such inventions, discoveries, improvements, maskworks, and patents to LoyaltyOne.
- (b) All data, copyrights, reports, and works of authorship developed in performance of this Purchase Order shall be the sole property of LoyaltyOne and shall be used by Vendor solely in Work for LoyaltyOne. To the extent that any of the deliverable items may not, by operation of law, be Works made for hire, Vendor hereby assigns to LoyaltyOne the ownership of copyright in the deliverable items and LoyaltyOne shall have the right to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in the deliverable items. Vendor agrees to give LoyaltyOne or its designees all assistance reasonably required to perfect such rights. Vendor warrants the originality of all deliverable items and states that no portion is protected by any copyright or similar right vested in any third party.
- (c) Subject to any Vendor license terms expressly referenced in the Purchase Order, to the extent that any pre-existing materials are contained in the deliverable items and not owned by LoyaltyOne, Vendor grants to LoyaltyOne an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, use, sell, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof, and (ii) authorize others to do any, some or all of the foregoing.
- (d) Vendor warrants that the services or goods performed or delivered under this Purchase Order shall not infringe or otherwise violate the intellectual property rights of any third party in the United States and Vendor agrees to obtain a no-cost license for LoyaltyOne, modify the goods so as to be non-infringing, or defend, indemnify, and hold harmless LoyaltyOne and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Purchase Order infringes or otherwise violates the intellectual property rights of any person.

11. OWNERSHIP OF WORK PRODUCT – For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Vendor alone or with others which result from or relate to the services performed hereunder. Standard goods manufactured by Vendor and sold to LoyaltyOne without having been designed, customized or modified for LoyaltyOne do not constitute Work Product.

All Work Product shall at all times be and remain the sole and exclusive property of LoyaltyOne. Vendor hereby agrees to irrevocably assign and transfer to LoyaltyOne and does hereby assign and transfer to LoyaltyOne all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. LoyaltyOne will have the sole right to determine the treatment of and Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that LoyaltyOne deems appropriate.

Vendor agrees: (a) to disclose promptly in writing to LoyaltyOne all Work Product in its possession; (b) to assist LoyaltyOne in every reasonable way, at LoyaltyOne's expense, to secure, perfect, register, apply for, maintain, and defend for LoyaltyOne's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in LoyaltyOne's name as it deems appropriate; and (c) to otherwise treat all Work Product as LoyaltyOne's Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by LoyaltyOne to Vendor shall remain the sole property of LoyaltyOne.

Vendor will ensure that Vendor's affiliates appropriately waive any and all claims and assign to LoyaltyOne any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Vendor irrevocably agrees not to assert against LoyaltyOne or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Vendor affecting the Work Product.

LoyaltyOne will not have rights to any works conceived or reduced to practice by Vendor which were developed entirely on Vendor's own time without using equipment, supplies, facilities or trade secret or LoyaltyOne Confidential Information, unless (i) such works relate to LoyaltyOne's business, or LoyaltyOne's actual or demonstrably anticipated research or development, or (ii) such works result from any Services performed by Vendor for LoyaltyOne.

12. CONFIDENTIALITY

- (a) Ownership and Use. Vendor acknowledges that all Confidential Information remains the property of LoyaltyOne. Vendor agrees not to use any LoyaltyOne Confidential Information for any purpose except to perform this Purchase Order. Vendor shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party. Vendor shall not use any Confidential Information for any purpose other than to perform the Work for LoyaltyOne pursuant to this Purchase Order. Such obligations do not apply to information which is or hereafter becomes generally known, or is hereafter furnished to Vendor by a third party without restriction on disclosure.
- (b) Protection. Vendor will establish commercially reasonable controls to ensure the protection of LoyaltyOne's Confidential Information. Vendor has established and will follow procedures for all employees with access to Confidential Information to protect the privacy of such information.
- (c) Security. Vendor will notify LoyaltyOne as soon as possible in the event it believes, or has reason to believe, that either a confidentiality or security breach has occurred.
- (d) Return. Within five days following the earlier of (i) the request of LoyaltyOne, or (ii) the expiration or termination of the Purchase Order, Vendor shall return to LoyaltyOne or destroy all Confidential Information and all related documents and materials. Such Confidential Information must be destroyed by modifying, shredding, erasing or otherwise making the information unreadable or undecipherable.
- (e) Other Nondisclosure Obligations. This Purchase Order does not diminish, revoke or supersede any existing Nondisclosure Agreement or similar agreement between the parties. The obligations of the parties set forth in this Confidential Information Section are in addition to the obligations of the parties set forth in any existing Nondisclosure Agreement or otherwise arising under applicable law.
- (f) Injunctive Relief. Vendor acknowledges that LoyaltyOne may not have an adequate remedy at law in the event of any breach or threatened breach by Vendor of this Purchase Order pertaining to LoyaltyOne's Confidential Information and intellectual property, and that LoyaltyOne or its

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customers or suppliers may suffer irreparable injury as a result. In the event of any such breach or threatened breach, Vendor hereby consents to the granting of injunctive relief without the posting by LoyaltyOne of any bond or other security.

- 13. PRIVACY CONSIDERATIONS** - Vendor agrees to comply with all relevant consumer privacy language and will not use, disclose, or transfer across borders any information that may identify an individual ("Personal Data") that is processed for LoyaltyOne, except to the extent necessary to perform under this Purchase Order. The Vendor will comply with all applicable data privacy laws and regulations, will implement and maintain appropriate technical and organizational measures and other protection for the Personal Data (including, without limitation, not loading and Personal Data provided to Supplier on (a) any laptop computers or (b) any portable storage media that can be removed for LoyaltyOne premises unless (1) such data has been encrypted and (b) and such data is loaded onto portable storage media solely for the purpose of moving such data to off-site stores), will immediately report to LoyaltyOne any breach of protection of Personal Data or any compromises thereof and will cooperate fully with LoyaltyOne in investigating any such breaches or compromises, will cooperate fully with LoyaltyOne's requests for access to, correction of, and destruction of Personal Data in Vendor's possession, and will comply with all instructions or other requirements provided or issued by LoyaltyOne from time-to-time relating to such Personal Data.
- 14. RIGHT TO AUDIT** – Vendor shall maintain complete, legible and accurate records of all hours worked and costs incurred in the performance of this Purchase Order for five (5) years. LoyaltyOne shall have the right through its designated representative to examine and audit at all reasonable times, all such records and other records and accounts as may, under recognized accounting practices, contain information bearing upon the amount payable to the Vendor hereunder.
- 15. ASSIGNMENT AND DELEGATION.**
- (a) No Assignment or Delegation. Vendor may not assign any of its rights nor may Vendor delegate any performance under this Agreement, except with the prior written consent of LoyaltyOne. Any assignment of Vendor's rights or delegation of Vendor's duties are prohibited under this subsection, whether they are voluntary or involuntary, by subcontract, agency, merger, consolidation, dissolution, operation of law, change of control, or any other manner.
 - (b) Agents and Subcontractors. In the event Vendor does delegate any performance under this Agreement to an agent or subcontractor, Vendor shall advise subcontractor and/or agent of the terms of this Agreement, ensure such subcontractor's compliance with all provisions of this Agreement, and shall indemnify LoyaltyOne for any and all losses, damages, claims, and/or expenses (including but not limited to attorney fees and court costs) resulting from the actions or inactions of such subcontractor or agent.
 - (c) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy LoyaltyOne may have against Vendor for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.
 - (d) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 16. RELATIONSHIP OF THE PARTIES; VENDOR PERSONNEL**
- (a) Vendor's relationship to LoyaltyOne shall be that of independent contractor and this Purchase Order does not create an agency, partnership, or joint venture relationship between LoyaltyOne and Vendor.
 - (b) Vendor shall determine the specific time and manner in which the Work is performed pursuant to this Purchase Order, and the resources that are used to perform such Work. LoyaltyOne shall have no authority to direct the day-to-day activities of Vendor or any of Vendor's employees.
 - (c) Personnel supplied by Vendor hereunder shall be deemed employees of Vendor and shall not for any purposes be considered employees or agents of LoyaltyOne.
 - (d) Vendor will ensure that any Vendor personnel assigned to work on LoyaltyOne's or its customers' premises shall comply with any on-premises guidelines.
 - (e) All persons, property and vehicles entering or leaving LoyaltyOne's or its customer's premises shall be subject to search. Vendor must coordinate with LoyaltyOne access to LoyaltyOne's or its customer's premises.
- 17. PUBLICITY** – Vendor shall not (a) use the names(s), trademark(s), or trade name(s) (whether registered or not) of LoyaltyOne or any of its affiliates, which includes any entity controlling, controlled by, or under common control with LoyaltyOne, or (b) publicly refer to LoyaltyOne or any of its affiliates or the existence of this Purchase Order, in publicity releases, promotional materials, business plans, investment memoranda, announcements, or advertising or in any other manner, including customer lists, without securing LoyaltyOne's prior written approval.
- 18. IMPORT/CUSTOMS** – Vendor will remain knowledgeable with, and will remain in full compliance with all applicable export and import laws, regulations, orders, and policies (including, but not limited to, securing all necessary clearance requirements, proper filings with appropriate government bodies and/or disclosures relating to the release or transfer to non-U.S. nationals of technology and software in the U.S., or outside the U.S., release or transfer of technology and software having U.S. content or derived from U.S.-origin software or technology); it is knowledgeable with applicable supply chain security recommendations issued by applicable governments and industry standards organizations and will make best efforts to comply with such recommendations; and it will not export, directly or indirectly, any technology, software or commodities of U.S. origin having U.S. content provided by LoyaltyOne or their direct product to any of the countries or to nationals of those countries, wherever located, listed in U.S. Export Administration Regulations, as modified from time to time, unless authorized by appropriate government license or regulations. Vendor agrees to comply with all laws and regulations governing the importation of goods into the United States Customs Territory. Vendor agrees to hold harmless and indemnify LoyaltyOne, its directors, officers and employees against all losses, claims, penalties, judgments, liabilities and expenses which any of them may pay or incur arising out of this order, including but not limited to all representations made by the Vendor with response to documentation or other Customs or Governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms (INCOTERMS, latest revision).
- 19. COMPLIANCE WITH LAWS** – Vendor shall comply with all applicable federal, state, county and local laws, ordinances, regulations, orders and codes (including procurement of required permits or certificates) in the performance hereunder, including, but not limited to, all applicable employment, tax, export control, health and safety, and environmental laws by the laws of the country where the LoyaltyOne is located. Vendor agrees to indemnify LoyaltyOne and LoyaltyOne's customers for any loss or damage sustained because of Vendor's noncompliance.
- 20. INSURANCE** – Vendor shall maintain insurance of the kind and in the amounts required by law and sufficient to cover the entire obligation assumed in this Purchase Order including, without limitation, Worker's Compensation, employers' liability or "stop gap," commercial general liability, advertisers' liability (if applicable), and fidelity bond. In addition, Vendor accepts full responsibility for any and all bodily injury, property damage, fire, theft, collision or public liability damage claims, which may be caused as a result of representatives of Vendor driving a vehicle. The foregoing notwithstanding, Vendor shall maintain personal injury, property damage and errors and omissions insurance in the minimum amounts below.

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| Personal Injury | Property Damage | Errors and Omissions |
|------------------------------|------------------------------|------------------------------|
| \$1,000,000 per occurrence | \$1,000,000 per occurrence | \$1,000,000 per occurrence |
| \$1,000,000 annual aggregate | \$1,000,000 annual aggregate | \$1,000,000 annual aggregate |

21. DEFAULT

- (a) LoyaltyOne, by written notice, may terminate this Purchase Order for default, in whole or in part, if Vendor fails to comply with any of its obligations hereunder and fails to cure any breach thereof within ten (10) days after notice thereof from LoyaltyOne. Default involving performance delays shall not be subject to the cure provision.
- (b) Vendor shall be compensated only for Work actually delivered and accepted. Vendor shall continue all Work not terminated.
- (c) In the event of a termination for default, Vendor shall be liable to LoyaltyOne for cover costs, in addition to LoyaltyOne's other rights and remedies at law of in equity.
- (d) If, after termination under paragraph (a), it is determined that Vendor was not in default, such termination shall be deemed a Termination for Convenience.

22. TERMINATION FOR CONVENIENCE – LoyaltyOne may terminate part or all of this Purchase Order for its convenience by giving written notice to Vendor. Upon termination, in accordance with LoyaltyOne's written direction, Vendor will immediately: (i) cease work; (ii) prepare and submit to LoyaltyOne an itemization of all completed and partially completed Work; (iii) deliver to LoyaltyOne deliverables satisfactorily completed up to the date of termination at the agreed-upon prices herein; and (iv) deliver upon request any Work in process. LoyaltyOne will compensate Vendor for the actual, allowable, and reasonable expenses and profit incurred by Vendor for Work in process up to and including the date of termination, provided Vendor uses reasonable efforts to mitigate LoyaltyOne's liability under this clause.

23. GRATUITIES/KICKBACKS – No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by Vendor to any customer or employee of LoyaltyOne for the purpose of obtaining or rewarding favorable treatment as a supplier.

24. NON-SOLICITATION OF EMPLOYEES

- (a) Vendor agrees that, during the term of this Agreement, and for a period of 12 months following its termination, Vendor will not directly, or indirectly through a third party, solicit, offer employment to, employ, obtain services from, or in any other manner engage the services of any individual who was, or was at any time during the 12 months prior to such solicitation, offer, or other engagement by Vendor, an employee, agent, or contractor of LoyaltyOne or LoyaltyOne's affiliates.
- (b) If, during the term of this Agreement, or at any time during the period of 12 months following its termination, Vendor directly or indirectly solicits, offers employment to, employs, obtains services from, or in any other manner engages the services of, any individual who is, or was at any time during the 12 months prior to such solicitation, offer, or other engagement by Vendor, an employee, agent, or contractor of LoyaltyOne, the Vendor shall pay to LoyaltyOne an amount equal to 18 times the highest monthly fees or salary paid by LoyaltyOne to such individual at any time during the term of this Agreement.

25. GENERAL

- (a) **ENTIRE AGREEMENT; MODIFICATION** – This Purchase Order is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. If this Purchase Order is issued as shipping instructions (and/or release document) pursuant to the terms of an existing contract between LoyaltyOne and Vendor, this Purchase Order shall be governed exclusively by the terms of such existing contract. This Purchase Order may not be varied, modified, altered, or amended except as set forth herein. The terms and conditions of this Purchase Order shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Vendor. Vendor is an independent contractor in the performance of its obligations under this order, and LoyaltyOne is to have no control over the method and means Vendor uses to fulfill its obligations. Neither Vendor nor its employees shall be considered employees of LoyaltyOne or entitled to participate in any LoyaltyOne employee benefits or plans of any kind. Notwithstanding the foregoing, this Purchase Order will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Purchase Order or its related purchase orders.
- (b) **ENFORCEMENT** – LoyaltyOne's failure to enforce any of the provisions, rights or options of this Purchase Order will in no way be construed to be a waiver of such provisions, rights, or options or in any way to affect the validity of the contract. The exercise by LoyaltyOne of any rights or options under the terms or provisions herein shall not preclude or prejudice the exercising thereafter of the same or any other right under this Purchase Order. LoyaltyOne's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or equity.
- (c) **SEVERABILITY** – In the event that any of the provisions contained herein are held to be unenforceable in any respect, such unenforceability shall not affect any other portion of this Purchase Order. This Purchase Order shall then be construed as if such unenforceable provisions had never been contained herein.
- (d) **FORCE MAJEURE** – Neither party shall be liable for any delay or failure to deliver or accept any or all of the Work where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance, or other event beyond such party's control ("Force Majeure"). If Vendor experiences Force Majeure, it shall use best efforts to minimize the impact on LoyaltyOne, including arranging for substitute material and/or performance. LoyaltyOne may terminate this Purchase Order in whole or in part if Force Majeure occurs.
- (e) **TIME** – Time is of the essence to this Purchase Order. At the outset of any delay from any cause, including Force Majeure, Vendor shall immediately notify LoyaltyOne in writing of the delay or anticipated delay and shall undertake to shorten the delay by all reasonable means. If such delay is caused by Force Majeure, the costs of shortening the delays shall be paid by LoyaltyOne to the extent such costs are attributed to action authorized by LoyaltyOne. If the delay is from any other cause, Vendor shall be solely responsible for the costs of overcoming delays.
- (f) **NOTICES** – Any notice required or permitted to be given by either party hereto to the other shall be sent by registered mail to the address stated on this Purchase Order.
- (g) **GOVERNING LAW** – This Purchase Order shall be governed by the laws of the Province of Ontario.
- (h) **SURVIVAL** – Any obligations and duties which by their nature extend beyond the termination of this Purchase Order shall survive the expiration or termination of this Purchase Order.