

This agreement is entered into on **October 28, 2024** (the "Effective Date") between **Bluescope**(the "Buyer") and **Jhon Hopkins University**(the "Vendor"). The total **cost involved** for the goods and services provided under this contract shall not exceed **\$50,000**, payable in two installments. The agreement shall remain in effect until **October 28, 2025** (the "Termination Date"), unless terminated earlier by either party with a 30-day prior written notice. For any communication or disputes, the Vendor's **contact name** is **John Doe**, who can be reached at [johndoe@xyzsupplies.com](mailto: johndoe@xyzsupplies.com).

The Vendor agrees to indemnify, defend, and hold harmless the Client and its affiliates from and against any and all claims, damages, liabilities, and expenses, including reasonable attorney's fees, arising out of or related to any breach of this Agreement, negligence, or misconduct by the Vendor. This indemnification obligation shall survive the termination or expiration of this Agreement.

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, acts of government, strikes, or other labor disputes, pandemics, or civil unrest ("Force Majeure"). The affected party shall notify the other party promptly and take reasonable steps to mitigate the impact of the event.

For a period of two (2) years following the termination of this Agreement, the Vendor agrees not to engage in any business that directly competes with the Client within the state of California. Furthermore, both parties agree to maintain the confidentiality of any proprietary or sensitive information obtained during the term of the Agreement and for a period of three (3) years thereafter. Any unauthorized disclosure or use of such information will be considered a material breach of this Agreement.

The Vendor shall submit **quarterly performance reports** to the Client no later than **15 days after the end of each quarter**. Each report must include key performance indicators (KPIs) as specified in **Schedule A**, along with any deviations from the agreed targets. The Vendor is also required to notify the Client of any material changes affecting the services within **five (5) business days** of occurrence. Failure to submit reports or notify changes may result in penalties, including suspension of payments until compliance is restored.

The Supplier shall deliver all equipment to the Client's designated facility by **December 1, 2024**. Upon delivery, the Supplier must perform installation services and conduct operational testing within **five (5) business days**. If any equipment is found defective, the Supplier is obligated to replace it at no additional cost within **ten (10) days** of receiving a written notice from the Client. The Supplier must also provide training sessions to the Client's staff within **two (2) weeks** after installation is completed.

Each party shall maintain the confidentiality of all proprietary information disclosed during the term of the Agreement. Both parties must implement **industry-standard security protocols** to safeguard sensitive data. In the event of a data breach, the responsible party shall notify the other party within **48 hours** of discovering the breach and provide a detailed incident report within **five (5) business days**. Furthermore, all confidential information must be returned or destroyed within **thirty (30) days** following the termination of this Agreement.