

momentum

Vendor Address:

1RIVET INTERNATIONAL INC
12355 Sunrise Valley Dr, Suite 610
RESTON VA 20191

Please Deliver To:

Momentum-NA, Inc.
1831 Chestnut Street, 7th floor
St. Louis MO 63103-2242

Momentum-NA, Inc.
1831 Chestnut Street, 7th floor
St. Louis MO 63103-2242
Tel: +1 314 646 6200

Purchase Order**4701842539**

Vendor No : 2000255847
Date : 05/31/2023
Job Number : 1295539-1345-U0
Due Date : 06/28/2023
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Job Description : NB MOM 2023 FieldSystem

Description	Amount
11092 Website Dev Front End Prdn	15,000.00
	1 Sales Tax

Total 15,000.00

Bill To : Momentum-NA, Inc. (1450), P.O. Box 542012 (Email: pgssaccounts payable@interpublic.com), Omaha, NE, 68154-8012, US.
This purchase order ("PO") is subject to (1) the terms and conditions stated on this page plus sections 1 - 22 appearing on the next page (collectively, the "Standard Terms"); (2) the additional terms beginning with section 23, if any ("the Additional Terms") and (3) the further additional pages, if any (the "Additional Pages"). In the event of a conflict among the Standard Terms, the Additional Terms, and the Additional Pages, the Additional Pages shall first control, then the Additional Terms, then the Standard Terms. Supplier acknowledges receipt of such Additional Terms and any terms and conditions, policies, guidelines or the like referenced in the Additional Terms. Exceptions, if any, must be agreed and set forth in the space provided above. Unless Agency has received a copy of this PO countersigned by Supplier, Supplier will not receive payment. Supplier's invoice must include the PO number, job number, accurate sales tax with detailed listing of final quantity(ies) delivered to destination(s), appropriate backup documentation, and be sent to the "Bill To" address above within 30 days of Agency's acceptance of the work. Do not include more than one PO per invoice.

Ordered By : Margaret Best**Signature:** Lori Walker

06/01/2023

Vendor Signature

Company _____

Signature _____

Performance Deemed Acceptance

1. PARTIES. Agency is acting as agent for the Client named on the front of this purchase order ("PO"). Agency will be liable for the stated payments to the Supplier only in the event that the Agency has been paid by the Client for the Work furnished hereunder. Client remains liable for payment to Supplier to the extent that payment for Work furnished hereunder has not cleared from Client to Agency. Supplier, acting as an independent contractor, warrants and represents that it has full power to accept and perform all terms and conditions of this PO.

2. OWNERSHIP/USE. In the event that the materials, including, but not limited to all artwork, photography, illustrations, software (including computer programming, source and object code, and HTML formatting) and other materials, services and rights furnished by Supplier hereunder (collectively, the "Work") which are the subject of this PO, are copyrightable subject matter, Supplier and Agency hereby agree that for the purposes of this PO the Work shall be a work made for hire and the property of Agency as agent for Client. In the event that any Work which is the subject of this PO is not copyrightable subject matter, or for any reason cannot legally be a work made for hire then, and in such event, Supplier hereby assigns all right, title and interest to said Work to Agency as agent for Client and agrees to execute such documents as may be necessary to evidence such assignment(s). Any terms of ownership or use other than as provided in this paragraph must be explicitly and specifically stated in writing on the front of this PO; otherwise any limitations on ownership or use shall be deemed void. Without limiting the foregoing, if Agency's right to use any Work is in any way limited in time, Supplier agrees that (i) during the period of use, Agency's rights shall be exclusive and Supplier will not use, license or permit the use of the Work for any other purpose, except only as may otherwise explicitly be set forth on the front of this PO and (ii) notwithstanding any such restrictions, Agency shall have the perpetual right to use the Work (a) in all media as part of Agency's creative reel or portfolio, (b) for educational and editorial purposes and (c) for criticism and commentary purposes (including as part of award shows) whether in digital form or any other form now known or hereafter devised. Supplier agrees to waive any "moral" or similar rights it may have in and to the Work. Unless otherwise noted in writing, the provisions of this paragraph regarding copyright ownership of the Work by Agency apply equally to any software (including computer programming, source and object code, and HTML formatting) that may constitute or be included in the Work (the "Software"). In the event Supplier retains ownership of any such Software, as identified on the face of this PO, Supplier hereby grants to Agency an irrevocable, perpetual, royalty-free, transferable license to use, modify, license, sublicense or otherwise transfer or use such Software. Any or all property of Agency or Client in possession, custody or control of Supplier shall be and remain the property of Agency or Client, and Supplier shall be responsible for any loss or damage occurring to such property while such is in Supplier's possession, custody or control. Agency or Client shall each have the absolute right to obtain any and all Work, work product and/or other Agency or Client property in the possession, custody or control of Supplier, at any time, without waiving any of its rights hereunder.

3. SCOPE OF RIGHTS. Without limiting the provisions of paragraph 2 hereof and unless otherwise explicitly provided on the front of this PO, the rights of Agency herein include, but are not limited to: (a) the right throughout the world in perpetuity to use the Work in such manner as Agency shall determine, including, without limitation, the right to use, publish, display or reproduce the Work in any and all media (now known or hereafter devised) for any legal purpose, including advertising and marketing purposes; (b) the right to alter and/or rearrange such Work; (c) the right to secure copyright therein; and (d) the right to sell or otherwise exploit such Work.

4. SUPPLIER'S WARRANTY. Unless otherwise explicitly provided on the front of this PO, Supplier hereby represents and warrants that: (a) no third party has any rights in, to, or arising out of, the Work supplied hereunder; (b) Supplier has full and exclusive right and power to enter into this agreement; (c) all models and any other living persons, or the representatives of any deceased persons whose names, voice, signature, photograph or other likenesses are used in the Work, and the owner of any copyrighted material or other objects, properties or rights which are used in the Work, have executed releases allowing unlimited use by Agency; (d) the Work supplied hereunder complies with Agency's specifications and is free from any material defects in design or workmanship; (e) Supplier shall not permit or authorize use of the Work by anyone in violation of the exclusivity terms, if any, specified in this PO; (f) Supplier shall comply with the IPG vendor insurance requirements, a copy of which has been provided to Supplier, covering Supplier's indemnity obligations contained herein, (g) the Work supplied hereunder complies with and/or has been produced in accordance with all applicable state, federal and municipal laws and regulations, and (h) the Work and its use as specified herein does not and will not infringe any copyright, right of publicity or privacy, or moral right of any person or entity, does not defame or libel any person or entity, and does not dilute or infringe any title, slogan or trademark, trade name, service mark or service name arising under any applicable law.

5. DELIVERY OF RELEASES. Supplier shall not be entitled to payment for the Work furnished hereunder unless all releases required herein have been delivered to Agency in a timely manner.

6. INDEMNITY. Supplier agrees to indemnify and hold Agency, Client and their respective assigns and licensees, harmless from and against any loss, damage or expense, including court costs and reasonable attorneys' fees, that Agency, Client and their respective assigns and licensees may suffer as a result of (a) any breach or alleged breach of the foregoing warranties, (b) claims or actions of any kind or nature resulting from the use in any manner of the Work furnished by Supplier hereunder or (c) Supplier's negligence or willful misconduct.

7. REJECTION AND APPROVAL RIGHTS. All Work covered by this PO shall be subject to Agency's approval. Agency reserves the right to reject and not pay for Work which in Agency's sole discretion is not satisfactory for the purpose for which it was ordered or which was not delivered in accordance with the specifications of this PO, including timely delivery, which is of the essence. Delivery of the Work and/or payment therefore does not constitute an acceptance. Notice of defects in workmanship or design of the Work, or notice of rejection of the Work, will be forwarded to Supplier promptly after Agency and/or Client have reviewed the Work, however defects are not waived by Agency's failure to so notify Supplier. The return of such defective Work shall not relieve Supplier from liability for failure to ship satisfactory Work under this PO. Supplier agrees that no use of the Work need be submitted to it for any further approval, and Agency and Client will be without liability to Supplier for any distortion or illusionary effect resulting from use of the Work. If approval rights of Agency are to be limited in any way, it is the responsibility of Supplier to obtain Agency's written consent to such limitations, either explicitly on the front of this PO, or explicitly in a separate, written agreement, signed by Agency. Agency shall not be responsible for any costs associated with shipping rejected Work back to Supplier or for any risk of loss to such Work while in transit.

8. CANCELLATION. This PO may be canceled by Agency at any time prior to its acceptance of the Work covered by this PO, upon written notice to Supplier. In such event, unless such termination is based on Supplier's breach, Agency will pay Supplier, in lieu of the price specified on the front of this PO, the direct costs theretofore incurred by Supplier prior to such cancellation, provided, however, that the total amount of such costs shall not exceed the price specified on the face of this PO. Agency will not be responsible for any cancellation fees or penalties to Supplier unless explicitly so provided on the front of this PO.

9. CONFIDENTIALITY. Supplier covenants and agrees that it and its employees and agents will not disseminate, reveal or otherwise make available to others, or use for its own purposes, any information of a proprietary or confidential nature concerning Agency and/or Client, learned by Supplier or its employees or agents in the course of fulfilling this PO regarding, but not limited to, trade secrets and confidential information, advertising materials, ideas, plans, techniques, accounts, business, prices, customers, products and methods of operation.

10. ASSIGNMENT/SUBCONTRACTING. The fulfillment of this PO, or any sums payable hereunder, may not be assigned by Supplier without the prior written consent of Agency. Supplier shall not have the right to subcontract the performance of the Work or any portion thereof without the prior written consent of Agency.

11. AUDIT. Agency shall have the right to audit those books and records of Supplier which pertain to the Work specified on the front of this PO, during ordinary business hours on not less than two (2) days' prior notice. Supplier will provide reasonable cooperation to Agency in connection with such audit, including, without limitation, making Supplier's employees available to answer any questions Agency may have.

12. EXPENSES. In the event that pursuant to this PO, Supplier is entitled to reimbursement of expenses, said expenses must be substantiated by (a) invoices, together with evidence of payment, and (b) a final and complete detailed itemization of each expenditure for which reimbursement is requested. All props or other material for which reimbursement is sought must be delivered to Agency prior to payment therefor. All expense discounts must be passed on to Agency. All expenses must be in accord with prior estimates approved in writing by Agency.

13. EQUAL OPPORTUNITY. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, protected veteran status or disability.**

14. NO PORTFOLIO USE. Supplier shall not have the right to display the Work as part of Supplier's creative reel or portfolio (including Supplier's website or any other method of display now known or hereafter devised) without the express prior written consent of Agency.

15. NO OBLIGATION TO USE. Agency and Client shall not be obligated to cause the Work to be used, it being understood that Agency's only obligation is to make the payment(s) required under this PO.

16. SUPPLIER CODE OF CONDUCT. Supplier shall comply with IPG's Supplier Code of Conduct as found at <http://www.interpublic.com/about/corporate-governance> (then click on Supplier Code of Conduct pdf).

17. TIME IS OF THE ESSENCE. Time of completion and complete delivery not later than the specified due date on this PO is of the essence. Delivery on the dates specified on this PO means complete delivery in all respects not later than the specified date. Where delivery is to a location other than Agency's office, Agency will require proof of delivery prior to processing payment.

18. WAIVER. No failure by either party to exercise any right under this PO, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of the parties at variance with this PO shall constitute a waiver of the party's right to demand exact compliance with this PO's terms. No waiver of any provision or of any breach of this PO shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

19. GOVERNING LAW. The parties agree and consent that jurisdiction and venue of all matters relating hereto shall be vested exclusively in the federal, state and local courts within the state in which the Agency office issuing this PO is located. The provisions hereof shall be interpreted in accordance with the substantive laws of the state of in which the Agency office issuing this PO is located, without regard to its conflict of laws rule.

20. SET-OFF. All claims for money due or to become due from Agency or Client shall be subject to deduction or setoff by Agency or Client by reasons of any claim, counterclaim or debt arising out of this or any other transaction with Supplier.

21. INJUNCTIVE RELIEF. Supplier's services are of a special, unique, unusual and extraordinary character giving them a particular value, and in the event Supplier breaches this PO, Agency or Client shall be entitled, in addition to any other remedies, to seek equitable relief by way of injunction or otherwise.

22. ENTIRE AGREEMENT; AMENDMENTS. The terms and conditions set forth herein constitute the entire agreement between the parties. The price specified in this PO is firm and includes any taxes applicable to the Work provided, including any applicable sales and use taxes. Agency will not recognize any claim for an increased price (even if the price set forth on the front of this PO is an estimated price), unless approved by Agency in writing prior to the commencement of or during the course of completing the Work. No charge will be allowed for packing, crating, transportation or storage without the Agency's prior written consent. Delivery charges must be fully prepaid unless other terms are explicitly specified on the front of this PO. None of the directions provided Supplier by Agency's representatives during Supplier's fulfillment of this PO shall be considered a change of project specifications or shall justify a change in the agreed cost unless specifically agreed to in writing by the Agency.

No oral agreement or other understanding shall in any way modify or change the terms of this PO, which shall override and govern any variant terms contained in Supplier's acceptance of this PO or in Supplier's invoices. The terms of this PO cannot be modified except in a writing signed by Agency.