

WHEREAS, Supplier is a provider of certain goods and/or services which may include but are not limited to software, software maintenance, hardware, hardware maintenance business or information technology consulting services, training/coaching services, and/or other professional services that Supplier makes available to customers; and

WHEREAS, MassMutual Romania desires to procure such goods and/or services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein recited and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. This Purchase. The purchase set forth in the Purchase Order Form is subject to either: (1) existing (i.e. signed/accepted and in effect as of the date hereof) master agreement and associated Statement of Work, Order Form, Schedule, Work Order, or Work Authorization (as applicable) (“In-force Agreement”); or (2) the General Terms and Conditions set forth herein. In the event of a conflict between the terms and conditions of any of the existing agreements, the order of priority of such terms and conditions is as follows: (1) In-force Agreement; (2) the provisions on the face of this purchase order (the “Purchase Order Form”) together with these purchase order general terms and conditions and attachments, hyperlinks or exhibits thereto (collectively the “General Terms and Conditions”). The Purchase Order Form, the General Terms and Conditions, and the attachments, links and/or exhibits will collectively be referred to as the “Purchase Order Agreement”.

2. Delivery: Time and date of delivery of both goods and services are of the essence. Unless otherwise specified in the Purchase Order Form, delivery shall be F.O.B. destination, as designated in the Purchase Order Form.

3. Price: Prices specified in the Purchase Order Form shall remain fixed for all scheduled deliveries, unless otherwise agreed to in writing by **MassMutual Romania Global Business Services Romania SRL** (“MassMutual Romania”). Prices include all taxes, charges, including without limitation, insurance charges, and inspection charges, packaging charges, travel charges and shipping costs, unless separately listed in the Purchase Order Form. VAT will be separately stated on the invoices provided hereunder.

4. Payment: Payment under this Purchase Order Form shall not become due until MassMutual Romania has received a correct invoice and accepted delivery of conforming goods and/or services. MassMutual Romania shall issue payment thirty (30) days from the date invoice received or the delivery or acceptance date, whichever is later, except that MassMutual Romania may, in its discretion, issue payment earlier in order to qualify for any early payment discounts offered by the Supplier. Cash discount periods shall be computed from either the date invoice is received or delivery date, whichever is later. MassMutual Romania also reserves the right to issue payment via a company purchase card (P•card) or direct deposit. MassMutual Romania will have no liability whatsoever and MassMutual Romania will be presumed to have paid for any invoices received more than one (1) year to the date the goods are delivered and/or services rendered.

5. Packaging and Packing: If applicable, each package shall be clearly labeled to indicate the applicable Purchase Order Form number and a description of the contents of the package and quantity of goods contained in the package.

6. Inspection and Acceptance: MassMutual Romania may return nonconforming goods to the Supplier for credit, refund of the purchase price or replacement at MassMutual Romania's option, with the Supplier bearing all costs and risks of loss. Payment for any item provided under a Purchase Order Form shall not be deemed an acceptance thereof.

7. Warranties: The Supplier warrants that it has the right to convey the goods and/or services as detailed in the Purchase Order Form and that such goods are free of all liens and encumbrances. This warranty shall survive inspection, delivery, payment, and termination of this Purchase Order Agreement, and shall run to MassMutual Romania, its subsidiaries, its customers, successors, and assigns. Unless otherwise noted in the Purchase Order Form, the Supplier also warrants that all goods and/or services detailed in the Purchase Order Agreement shall be free from defects in material, workmanship, and design and shall be suitable for the purpose for which intended. Within the first 90 days of MassMutual Romania's receipt of such goods and/or services, MassMutual Romania may request that the Supplier repair or replace all defective goods and/or services free of cost, and the Supplier agrees to perform such repair or replacement promptly upon the receipt of such goods; alternatively MassMutual Romania may return such defective goods with the first 90 days of MassMutual Romania's receipt of such as set forth in Paragraph 6 above. The Supplier shall bear all warranty costs such as labor, material, inspection, and shipping to and from the Supplier's facilities. If MassMutual Romania incurs any such costs, it may either recover them directly from the Supplier or deduct them from any amounts due the Supplier.

8. Confidential Information: In the event that the parties will be sharing confidential information, the parties agree that the confidentiality obligations set forth in the In-force Agreement shall apply. If the parties do not have an existing In-force Agreement, then Supplier shall comply with the confidentiality requirements set forth at https://www.massmutual.com/global/media/shared/doc/confidentiality_agreement.pdf which are hereby incorporated into this Purchase Order Agreement.

9. Compliance:

9.1 The Supplier represents and warrants that the goods sold or services rendered pursuant to the Purchase Order Form are manufactured, produced, sold, or rendered in conformity with all applicable local, state, federal, and foreign laws, statutes, orders, rules, and regulations (including any legislation of the European Union). If any goods supplied under the Purchase Order Form are incorporated into products sold under Romania contract or subcontract, the terms and conditions of the contract or subcontract shall apply to the Purchase Order Form.

9.2 If applicable, this contractor and subcontractor shall abide by the requirements of Romanian and European Union legislation which prohibit discrimination against all individuals based on their race, color, religion, sex, social status, national origin or such other criteria that Romanian or European Legislation may envisage, and/or promote affirmative action to employ disadvantaged individuals;

9.3 The Supplier shall not, and shall not permit, tolerate, or encourage any of its affiliates or subcontractors to perform or otherwise engage into any Acts of Corruption. “**Act of Corruption**” means any act of promising, authorizing or making any payment to, or otherwise contribute any item of value to, directly or indirectly, any government official or any entity, local or foreign, which is restricted from receiving such payments or contribution under the applicable Anti-Corruption Laws, or any other act which is otherwise deemed illegal under the Anti-Corruption Laws. “**Anti-Corruption Laws**” means any and all legislation aimed at preventing corruption, bribery, money laundering, financing of terrorism, tax evasion, which may apply to the Supplier directly or by virtue of Supplier entering into contractual relationships with MassMutual Romania or any of its affiliates (including legislation of the European Union and extra-territorial application of laws and regulation enacted by other states than Romania).

9.4 Neither Party shall use the name of the other Party (or any other information that would reasonably allow a third party to directly or indirectly identify the reference as a reference to MassMutual Romania or the broader MassMutual group), nor disclose the nature of the relationship between the Parties, nor any information about the contents of this Agreement, for publicity or marketing purposes without the express written consent of said other Party.

9.5 Failure to comply with this Paragraph 9 shall constitute a material breach of this Purchase Order Agreement.

- 10. Intellectual Property:** The Supplier represents and warrants that goods and materials purchased under this Purchase Order Agreement do not infringe on any patent, trademark, copyright or other intellectual property rights held by others. The Supplier agrees to indemnify and hold MassMutual Romania harmless from any claims alleging infringement on intellectual property rights arising under this Purchase Order Agreement.
- 11. Set-Offs:** MassMutual Romania shall have the right at any time to set off any amount owed by the Supplier to MassMutual Romania or any of its affiliates against any amount payable by the Supplier pursuant to this Purchase Order Agreement.
- 12. Force Majeure:** Neither MassMutual Romania nor the Supplier shall be liable for failure to perform any of its obligations under this Purchase Order Agreement during any period in which such performance is delayed by Force Majeure. If any Party is unable to duly and timely fulfill its obligations hereunder due to Force Majeure, it shall inform the other Party, in writing, as soon as practical, of the occurrence of the Force Majeure event, its assessment of the implications on its ability to perform hereunder and steps it has taken and/or is planning to take in order to mitigate the effects of Force Majeure. “**Force Majeure**” means any event occurring, which is unforeseeable, invincible and inevitable for the Party who would otherwise be liable for any breaches of this Purchase Order caused by such event, as envisaged in article 1351 paragraphs (2) and (3) of the Romanian Civil Code, including (without limitation), acts of God, civil or military authority, acts of the public enemy, acts of terrorism, war, riots, civil disturbances, insurrections, fire and explosions, earthquakes, floods, or the elements, but excluding any such events which the defaulting Party has itself caused.
- 13. Termination:** MassMutual Romania may terminate this Purchase Order Agreement for any reason and at any time, only for the services and deliveries made by the Supplier on regular/repetitive basis or in multiple tranches, in whole or in part, by written notice, including notice by email or facsimile. MassMutual Romania's sole liability to the Supplier for such termination shall be to pay the Supplier any unpaid balance due for conforming goods and/or services delivered before receipt of MassMutual Romania's termination notice. This is without prejudice to MassMutual Romania's right to terminate this Purchase Order Agreement at any time for any and all types of services and products in case of Supplier's breach of any terms and conditions of this Purchase Order Agreement.
- 14. Insurance & Indemnity:** Supplier shall maintain insurance coverage written for not less than the greater of any limits required by law, in a company(ies) acceptable to MassMutual Romania to protect it from claims related to general liability, auto liability, workers compensation/employee benefits, bodily injury, death, dismemberment, property damage, Supplier's professional services or provision of goods, whether such services/goods are performed/provided by Supplier or by a subcontractor of the Supplier. Evidence of this insurance shall be provided to MassMutual Romania upon request and must name MassMutual Romania and its affiliates as additional insureds. Supplier shall indemnify and hold harmless MassMutual, its subsidiaries, their officers, directors, agents, and employees from any claims for loss, cost, damage, expense, or liability by reason of bodily injury (including death) or tangible property damage arising out of, as a result of, or in connection with, Supplier's performance under this Purchase Order Agreement or the negligent actions or omissions or willful wrongdoing of Supplier, provided that MassMutual Romania gives Supplier prompt, written notice of such claims and full information, reasonable assistance and authority for the defense or settlement of such claims. Notwithstanding the foregoing, failure by MassMutual to provide prompt written notice of such claims and information in accordance with this Section 14 shall not relieve Supplier of its aforementioned indemnification obligations, unless Supplier is prejudiced in its defense or settlement of the claim by such failure.
- 15. General:** In the absence of a fully executed agreement by a duly authorized representative of each party, this Purchase Order Agreement represents the sole agreement of the parties specific to the goods and/or services noted in the Purchase Order Agreement. Any and all prior written or verbal representations or warranties are merged herein and, to the extent any terms are inconsistent, the General Terms and Conditions herein govern. None of the terms and conditions contained in this Purchase Order Agreement may be added to, modified, superseded or otherwise altered except by an express written instrument signed by an authorized representative of MassMutual Romania, notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of Supplier document and notwithstanding MassMutual Romania's act of accepting or paying for any shipment or similar act of MassMutual Romania. This Purchase Order Agreement shall not be assigned by the Supplier without the prior written consent of MassMutual Romania.
- 16. Additional Requirements:** If applicable to the nature of the goods and/or services provided to MassMutual Romania, Supplier shall comply with the requirements set forth at https://www.massmutual.com/~media/files/PO_Terms_and_Conditions.pdf which are hereby incorporated into this Purchase Order Agreement.