

CONFIDENTIAL AND PROPRIETARY

For Main Agreement CR001617

Between

Educational & Institutional Cooperative Services, Inc.
And The Pittsburgh Paints Co.

This Main Agreement (the “Agreement”) is effective as of July 01, 2026 by and between The Pittsburgh Paints Co., a Delaware corporation with offices located at 500 Cranberry Woods Drive, Suite 300, Cranberry Township, PA 16066 (“Supplier”), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 145 Pinelawn Road, Suite 240S, Melville, NY 11747 (“E&I”), hereinafter collectively referred to as the “Parties” or individually to as the “Party.”

This Agreement has been established based on E&I Solicitation # EI00408~2026RFP for Paint, Stain, Coatings, Painting Equipment, Supplies and Services, all addenda, Supplier response, best and final offer, and negotiations.

Accordingly, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Scope

- a. Description of Products and/or Services. This Agreement relates to Supplier’s provision of paints supplies and the full catalog of products that includes but is not limited to the list of more than 35,500 manufactured products including paints, stains, architectural finishes, performance coatings and specialty products. Also included is the full line of sundries (painting supplies) including, but not limited to, brushes, rollers, abrasives, caulking products, masking products, safety equipment, cleaning materials, painters’ tools, aerosols, wallcovering adhesives, spray equipment, etc. all with free delivery (the “Products”). Members also receive free training on the proper application of Products as well as problem-solving issues; have access to the maintenance binder program and Supplier’s regional representatives to aid in specification recommendations color matching, on-site or in store; and project status visibility and reporting capabilities, as well as customized reporting (the “Services”). No products or services were excluded from the Solicitation, and this Agreement incorporates by reference all terms and conditions of the Solicitation and any addenda.
- b. Applicability to Members. This National Agreement shall apply to all E&I Member institutions (“Member” or “Members”), its divisions, subsidiaries and affiliates as listed in E&I’s Official Member List, as updated from time to time, to be provided to the Supplier, and all such Members shall be eligible to participate in this Agreement. Supplier agrees to extend the Products and/or Services to E&I Members under the terms of this Agreement. In addition, if E&I elects to participate in the Agreement, it shall be considered a Member.
- c. This Agreement does not constitute a purchase order or a commitment to purchase Products and/or to utilize Services by E&I or its Members. Any purchases made and/or Services utilized pursuant to this Agreement shall be made by the individual participating Member and any resulting contract, service authorization form, local service agreement, Member-Specific Agreement, purchase order, or similar agreement, shall be between the Member and the Supplier.

II. Term of E&I Main Agreement

- a. Initial and Renewal Term. The Agreement’s initial term shall be for five (5) years (“Initial Term”), effective July 01, 2026 through June 30, 2031, and may be renewed by E&I for a Renewal Term not to exceed five (5) years (“Renewal Term”), which may be structured in one or multi-year terms not to exceed the overall Renewal Term. E&I shall use reasonable efforts to communicate its intent to exercise any Renewal Term to Supplier at least six (6) months prior to Agreement expiration. Supplier and Member will negotiate the applicable term of any Member-Specific Agreement.
- b. Continued Performance. In the event of termination, both Parties shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination.
- c. Holdover. Supplier shall continue to provide Products and Services pursuant to any service authorization form, local service agreement, Member-Specific Agreement, purchase order, or similar agreement that was fully executed by a Member prior to the expiration or termination of this Agreement, and the term of this Agreement shall automatically extend through the end of their then-current contract term or final invoice date, whichever is applicable (the “Holdover Period”). For clarity, the Holdover Period does not include evergreen, auto-renewal, or automatic extensions, and no new purchases or new engagements may be initiated under this Agreement after its expiration or termination, except as required to complete performance under a pre-existing Member-Specific Agreement. In addition, if a new agreement between E&I and Supplier is executed and supersedes this Agreement with respect to the Products and Services covered hereunder, the Holdover Period shall be limited to a maximum of twelve (12) months following the effective date of such superseding agreement, and the Member may continue to purchase Products and Services under the new agreement at the conclusion of the Holdover Period.

III. Pricing

- a. Pricing/Discount List. The pricing/discount percentage for the Products and/or Services as listed on Attachment A, incorporated herein by reference, shall be applicable to all purchases made and Services utilized pursuant to this Agreement for the Initial Term of the Agreement and any Renewal Term(s) thereafter, unless amended in writing by the Parties.
- b. Taxes. All prices listed and discounts offered pursuant to this Agreement are exclusive of all taxes. E&I is a non-profit corporation. Members may have varying requirements to pay taxes or may be exempt from state sales tax. As applicable, Supplier shall collect all taxes in connection with the sale, delivery, or use of any items, Products, or the Services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority. For the purposes of this Agreement, customs duties, import taxes, and other tariffs are not considered taxes.
- c. Firm Pricing. Prices shall remain firm for at least the first twenty-four (24) months of this Agreement's Initial Term unless improved for the benefit of Members. However, Supplier is authorized to offer Members enhanced pricing on a case-by-case basis or under a Member-Specific Agreement. Any variances in pricing for Members shall be reported to E&I's applicable Sourcing Manager.
- d. Member-Specific Agreement Pricing. Pricing under any Member-Specific Agreement shall never exceed the then-current pricing established under this Agreement, nor shall any discount terms ever be less favorable.
- e. Supplier Quotes and E&I Agreement. When an E&I Member has indicated a desire or made an inquiry or request to use this Agreement, Supplier agrees that it shall not quote or charge any Member a higher price to utilize this Agreement than it would if Member were to enter into an agreement directly with Supplier. Encouraging Members to purchase directly from Supplier, whether by providing a quote for the Products and/or Services under this Agreement that is higher than a quote for the same Products and/or Services if they were offered pursuant to a direct agreement, offering better pricing and/or discounts, offering better terms and conditions, or otherwise in attempt to circumvent this Agreement for any reason shall be considered a breach of this Agreement by Supplier.
- f. Price Increase and Discount Change Requests. Supplier agrees that it will make every reasonable attempt to keep the pricing and discounts indicated in Attachment A firm throughout the term of the Agreement. However, after the first twenty-four (24) months of the Agreement Initial Term, Supplier may request updates or changes to discounts and/or pricing, provided that any proposed pricing increase does not exceed the producer price index (PPI) for paint annually. This cap applies to pricing under this Agreement and any Member-Specific Agreement, unless otherwise negotiated between Member and Supplier for the Member-Specific Agreement.

Any request that would increase the costs to Members or reduce discounts must be accompanied by:

1. A complete and detailed justification for the request, including the reason(s) for the increased cost of providing the Products and/or Services;
2. Supporting documentation substantiating the increase (e.g., manufacturer price-increase announcement, raw materials increase, index data) and any additional material reasonably requested by E&I;
3. A description of the efforts Supplier has made to keep pricing firm or otherwise as low as possible; and
4. Confirmation that the request complies with the Pricing Parity provision herein.
5. In addition, Supplier shall provide SKU-level pricing and usage reporting for all Products and Services for which a price increase is requested. At a minimum, the submission must include:
 1. Current contract pricing for each affected SKU;
 2. Proposed updated pricing for each affected SKU;
 3. The most recent twelve (12) months of Member usage data for each affected SKU, where available and applicable; and
 4. A detailed, itemized explanation of the cost drivers specific to each impacted SKU, including any changes in direct costs, materials, labor, freight, regulatory impacts, or other relevant factors.

Supplier must submit all documentation required under subsections (i) through (v) concurrently with its written request. E&I has no obligation to review, negotiate, or approve any price increase request lacking complete documentation. Supplier shall not base its justification on competitor pricing, benchmarking against other suppliers, or any confidential or market-sensitive information not authorized for disclosure to E&I. Supplier must respond promptly to E&I's inquiries related to the request.

Supplier shall submit any proposed price increase or discount change, with all required documentation, no less than ninety (90) days prior to the desired effective date. Upon submission: (i) E&I will determine whether the documentation sufficiently supports the request; (ii) the Parties will negotiate in good faith to finalize the proposed change; and (iii) the

Parties will execute an amendment to reflect the change. No price increase or discount change shall be effective until the amendment is executed, and Supplier shall not notify Members of any such change prior to execution unless otherwise approved by E&I.

With respect to a material change to list price, Supplier is not required to provide prior notice to E&I and no amendment is required; however, the change must comply with the Pricing Parity provision, and Supplier must provide documentation or confirmation upon request to demonstrate such compliance.

A price increase or discount change request may not be made more than once in a twelve (12)-month period. Any subsequent request submitted within the same twelve (12)-month period shall be denied. Supplier agrees that if, following approval of a price increase, its cost to provide the Products or Services decreases, it shall execute an amendment to reduce Member pricing to maintain the same profit margin.

- g. [Negotiated] Pricing Parity. The pricing and/or discounts established under this Agreement shall be no less favorable than the most advantageous pricing and/or discounts offered by Supplier to other cooperatives, comparable consortiums, or group purchasing organizations (GPOs) serving education. This provision shall not apply to enhanced pricing that is negotiated between the Supplier and an individual Member under a Member-Specific Agreement, provided such pricing is not generally available to other entities. If, at any time during the Initial Term or any Renewal Term(s) of this Agreement, Supplier offers more favorable pricing and/or discounts for the Products and/or Services to any of the entities described above, Supplier shall promptly notify E&I in writing, and in no event later than ninety (90) days prior to the effective date of such pricing or agreement, and to execute an amendment to this Agreement to reflect the more favorable pricing and/or discounts.
- h. Price Gouging Prohibited. Supplier shall not sell Products or Services which are vital and necessary for the health, safety, and/or welfare of consumers to a Member during a declared state of emergency at a price that is in excess of ten percent (10%) above the price that existed immediately prior to the declaration. A violation of this paragraph shall constitute a material breach of this Agreement and Supplier shall make prompt restitution to Member of the excessive amount charged. A declared state of emergency means, for the purposes of this Agreement, a circumstance in which government officials determine that there is a threat to the health and/or safety of the citizens of the United States or region thereof. During such a time, officials may implement procedures to protect or provide care for the affected population until the threat has diminished.
- i. Tariffs. For tariffs, duties, taxes, or other government-imposed charges that directly increase Supplier's actual cost to provide the Products or Services ("Tariff Charge(s)"), Supplier must request approval from E&I to apply such Tariff Charges either as a price increase or as a Supplemental Charge pursuant to Section IV. Any request under this Section must be received by E&I at least sixty (60) days prior to the proposed effective date and must include:
 - 1. A description of the Tariff Charge;
 - 2. The effective date as published or implemented by the applicable governmental authority;
 - 3. Supplier's calculation and supporting documentation demonstrating the direct, verifiable, incremental cost impact on the affected Products or Services; and
 - 4. Confirmation that the request does not introduce increases unrelated to the Tariff Charge and is limited to Supplier's verifiable incremental cost attributable to the Tariff Charge.

Upon submission: (i) E&I will determine whether the documentation sufficiently supports the request; (ii) the Parties will negotiate in good faith to finalize the proposed change; and (iii) the Parties will execute an amendment to reflect the change. No Tariff Charge shall be effective until the amendment is executed, and Supplier shall not notify Members of any such change prior to execution unless otherwise approved by E&I. If any Tariff Charge is rescinded, reduced, or otherwise modified in a manner that decreases Supplier's cost, Supplier shall promptly reduce the approved pricing or Supplemental Charges accordingly as of the effective date of such reduction and shall notify E&I in writing of the associated cost savings and updated pricing.

IV. Supplemental Charges

- a. Supplier shall only be permitted to charge Member the Supplemental Charges approved by E&I and as listed in Attachment A. Supplemental Charges may include, as applicable, additional shipping charges, delivery, freight fuel surcharges, installation, approved Tariff Charges, and any other charges that may be assessed in addition to the pricing for the Products and/or Services ("Supplemental Charges"). Approval by E&I must be obtained before Supplier communicates or applies any Supplemental Charges to Members, and the Parties agree to execute an amendment updating Attachment A as necessary during the term of this Agreement to reflect any updates to approved Supplemental Charges. Supplemental

Charges shall not be applied to entire pricing lists or discount tiers, and Supplemental Charges apply to individual orders or purchases only between the Supplier and Member.

- b. Supplier shall not invoice or charge any Member for travel, lodging, meals, mileage, or any other out-of-pocket or incidental expenses as Supplemental Charges unless such expenses are expressly authorized in advance in a Member-Specific Agreement or Statement of Work. Any such authorized reimbursable expenses must comply with the applicable Member's travel and expense policies.
- c. Supplier shall not assess any type of transaction/convenience fee for the acceptance of payment by credit card.

V. Equal Opportunity and Non-Discrimination

- a. Equal Opportunity and Non-Discrimination. In connection with the performance of Services and provision of Products, and in satisfying all obligations under this Agreement, Supplier agrees that it will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, and will not discriminate against any Member, including its employees, or applicant for employment because of age, race, religion, color, disability, sex, sexual orientation, or national origin.
- b. Government Contracts. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" as defined by applicable law must comply with all requirements, including as identified in any Executive Orders, related to such contracts. In addition, Supplier agrees that it shall comply with any other applicable laws, including as identified in any Executive Orders, regarding equal opportunity and non-discrimination applicable to government contracts.
- c. No Sexual Harassment. Federal law prohibits and protects individuals from discrimination based on sex, including sexual harassment. E&I prohibits sexual harassment and works to foster an environment that is built on respect and free of sexual harassment. Supplier is required to abide by all federal, state, and local policies, regulations, and laws that pertain to sexual harassment and non-discrimination and to exercise control over its employees, agents, and subcontractors so as to prohibit acts of sexual harassment. If Supplier becomes aware, whether through Member or otherwise, that any employee, agent, or subcontractor of Supplier is alleged to have engaged in sexual harassment, in addition to any action that Member may take pursuant to its policies and/or procedures, Supplier agrees to cause such person to be removed from Member's facility or from otherwise engaging with Member, including those who may be associated with Member (e.g. staff, students); to follow its own policies and procedures for investigating and resolving such allegations; and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

VI. Member Alignment Process

- a. When an E&I Member indicates their intent to use this Agreement, whether through submission of an E&I form indicating such intent (including without limitation an Alignment Authorization Form and Statement of Intent), of which Supplier will receive a copy, through submission of a purchase order with reference to the E&I Agreement number/contract ID, reference to the E&I Agreement number/contract ID on an SOW, or any other manner that communicates such intent to Supplier ("Member Intent to Participate"), the Supplier shall:
 - a. Where applicable, contact the Member within three (3) business days of receipt to determine the Member's needs in order to complete alignment to this Agreement and initiate the SOW and/or sign the MSA.
 - b. Upon receipt of the Member's Intent to Participate, and upon execution of the SOW or MSA if required or as otherwise applicable, Supplier shall:
 - 1. Link all relevant Member accounts to this Agreement within seven (7) business days;
 - 2. Attribute all future purchases to Member and E&I whether an existing or new client of Supplier ("Alignment;" the effective date for this action is the date the Member submits the Member Intent to Participate or, as applicable, executes the SOW or MSA, or otherwise makes a purchase intended to be under this Agreement);
 - 3. Provide Member a confirmation email message within 24 hours of completed Alignment; and
 - 4. Submit confirmation of completed Alignment to E&I using E&I's Supplier Portal or as otherwise directed by E&I.
- b. Supplier shall not discourage or deter any Member who has submitted a Member Intent to Participate from using this Agreement. For the avoidance of doubt, SOW and/or MSA execution or finalization is not required for Alignment to be complete if an SOW and/or MSA is not required or otherwise applicable prior to Member making a purchase or initiating the Services. Member's Intent to Participate shall supersede any previous Member declaration for the purchase of Products and Services, unless otherwise specified, and will remain in effect during the term of this Agreement, including

any Renewal Terms and extensions. Supplier shall provide to E&I, and maintain, an email address and point of contact for the receipt of communications related to Member's Intent to Participate.

- c. Notwithstanding the forgoing, any Members who are existing, previously aligned customers of an incumbent Supplier will automatically be converted from the expiring agreement to which they were aligned to this Agreement without a new Alignment, unless the Member elects to opt out through written notification to E&I and Supplier. Supplier shall also notify the applicable E&I Sourcing Manager upon notification by the Member that the Member does not want to align to the Agreement. The effective date of this automatic conversion shall be the effective date of this Agreement.
- d. In the event the Supplier has a direct agreement ("direct agreement" is defined as an agreement with the Member that is not an E&I agreement) with a Member, the Supplier shall encourage the Member to align to this Agreement at the next renewal or termination of the direct agreement.
- e. Supplier is responsible for working with Member to ensure all accounts, as specified by Member, are linked and aligned to this Agreement. Should Supplier fail to correctly align such accounts, or otherwise fail to provide Member the correct pricing in accordance with this Agreement and/or any applicable MSA, Supplier shall be solely liable for any resulting disputed invoices, amounts, damages, demands, claims, losses, or expenses, including without limitation any amounts owed to Member as a result of utilizing this Agreement (including incentives and/or rebates) or otherwise incurred by or owed to Member, including all such amounts as may result from Member's payment for Services and/or Products at prices higher than they would have been had their account(s) been correctly aligned.

VII. [Negotiated] Insurance, Licenses, and Permits

- a. Requirements if on Member's Premises. If fabrication, construction, installation, Services, or other work is specified to be conducted or performed on Member's premises, Supplier shall maintain in force during the period of such work the following coverages: (i) worker's compensation, as required by the laws of the state of Member; (ii) commercial general liability for bodily injury and property damage in an amount of not less than \$1,000,000 single limit, per occurrence; and (iii) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
- b. General Requirements. Supplier shall be responsible for obtaining and maintaining during the term of this Agreement: (i) all applicable permits and licenses, including any professional licenses that are required to perform the work and/or Services; (ii) other insurance as related to the Services or Products being provided (e.g. professional liability insurance), in amounts not less than industry-standard related to the Services being provided; (iii) bonding, if applicable, to comply in each instance with all federal, state, municipal, and county laws, as well as the rules and regulations of any applicable city government, bureau, department, or licensing body, and assumes liability for all applicable taxes.
- c. Certificate of Insurance. Supplier shall provide a certificate of insurance naming E&I and Member as additional insureds. Upon request, Supplier shall furnish to E&I and/or Member satisfactory proof of such insurance coverage.
- d. Additional Coverage. Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to confirm and negotiate for such coverage and coverage limits with the Supplier. Supplier is not obligated to provide such additional coverage or coverage limits and understands that Member may then choose not to purchase from Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the Services or provision of the Products.

VIII. Compliance with Technical, Security, and Accessibility Standards and Regulations

- a. PCI-DSS Compliance. If Supplier receives, processes, transmits, or stores any payment card data in connection with purchases made by a Member, Supplier represents and warrants that it is, and will remain throughout the term of this Agreement, fully compliant with the Payment Card Industry Data Security Standards ("PCI-DSS"). Upon request by a Member, Supplier shall provide documentation evidencing its PCI-DSS compliance, including its most recent attestation of compliance or self-assessment questionnaire. Supplier shall promptly notify any affected Member of any loss of PCI-DSS compliance related to Member transactions.
- b. Identity Theft Prevention and Red Flag Rules Compliance. If Supplier provides services or functionality that may involve access to payment information, financial account information, or other Covered Accounts as defined under the Fair and Accurate Credit Transactions Act ("FACTA") and the Red Flags Rule, Supplier shall implement and maintain an Identity Theft Prevention Program appropriate to its role in preventing, detecting, and responding to identity theft risks. Supplier shall comply with all applicable federal and state identity-theft prevention laws and regulations.
- c. Accessibility Compliance (ADA, Section 508, WCAG). Supplier represents and warrants that all Products and Services provided to Members under this Agreement shall comply with all applicable federal and state accessibility laws, including

the Americans with Disabilities Act (“ADA”); the Americans with Disabilities Act Amendments Act (“ADAAA”); Section 504 and Section 508 of the Rehabilitation Act; and the Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA (or a more recent version if adopted by the Member). Supplier shall ensure continued compliance if accessibility standards or applicable law change during the term, at no additional cost to Members. A Voluntary Product Accessibility Template (“VPAT”) or Accessibility Conformance Report (“ACR”) shall not serve as Supplier’s warranty of compliance; however, Supplier shall, upon request by E&I or any Member, provide current and accurate accessibility documentation, including a VPAT, ACR, or similar materials, and shall update such documentation following any material changes to the Products or Services. If any Product or Service fails to meet WCAG 2.1 AA or other applicable accessibility standards, Supplier shall promptly provide the Member with a written remediation plan including commercially reasonable timelines and make reasonable interim modifications or accommodations to ensure that Members can continue to use the Products or Services while remediation is underway. Supplier shall not shift responsibility or liability to E&I or to Members for accessibility deficiencies in Supplier’s own Products or Services. Supplier shall cooperate in good faith with any Member-requested accessibility evaluations, including third-party audits, testing, or assessments, and shall provide any accessibility documentation reasonably requested by a Member. If Supplier fails to remediate identified accessibility deficiencies within a reasonable period of time, or if continued noncompliance exposes a Member to regulatory, legal, or enforcement risk, in Member’s discretion, the affected Member may, upon written notice, suspend use of the impacted Product or Service and/or terminate the applicable MSA without penalty. With respect to any Products or Services that are considered electronic or information technology, digital products, software, hosted services, or other IT-based Solutions,

- d. [Negotiated] Additional Applicable Standards. Supplier shall comply with all additional technical, regulatory, cybersecurity, and operational standards applicable to the Products and Services provided under this Agreement, including all of Supplier’s data privacy and security plans and standards submitted in response to the Solicitation, and as may be required by federal or state law, including any certification, testing, or attestation requirements relevant to accessibility, usability, or compliance obligations.

IX. Regulatory Compliance

- a. Export Control and Trade Compliance. Supplier shall comply with all applicable export control, import, and trade compliance laws and regulations, including but not limited to, the U.S. Export Administration Regulations (“EAR”), the International Traffic in Arms Regulations (“ITAR”), relevant regulations of the U.S. Department of Commerce, and economic sanctions administered by the Office of Foreign Assets Control (“OFAC”). Supplier represents that neither it nor its employees, agents, or subcontractors are subject to any embargo, sanction, debarment, or export-related prohibition that would affect Supplier’s performance under this Agreement. Supplier shall obtain any licenses, permits, or authorizations required for the delivery of Products or Services.
- b. Sensitive Foreign Nations Controls. In connection with any activities in the performance of the Services, Supplier agrees to comply with any applicable laws related to the “Sensitive Foreign Nations Controls” requirement, relating to those countries which may, from time to time, be identified by the United States Secretary of State as a foreign country of concern by written notice. Upon receipt of any written notice, Member shall communicate such notice to Supplier promptly. Supplier shall not release to anyone outside it and its affiliates’ respective organizations any proprietary or confidential data provided by Member, regardless of medium, pertaining to any part of this Agreement or an MSA without the express written consent of Member. These obligations are in addition to, and not in limitation of, Supplier’s Export Control and Trade Compliance obligations under this Agreement.
- c. Covered Telecommunications Equipment and Prohibited Foreign Entities. Supplier represents and warrants that it shall not provide and shall not cause or permit any subcontractor or third party engaged in providing Products or Services under this Agreement to provide, any “covered telecommunications equipment or services” as defined in FAR 52.204-25, or any Products or Services incorporating such equipment or services. Supplier further represents that, to the best of its knowledge after reasonable inquiry, neither Supplier nor any subcontractor used in the performance of this Agreement: (i) is listed under Section 889 of the National Defense Authorization Act (“NDAA”); (ii) is listed under Section 1260H of the NDAA; (iii) is owned or controlled by any entity included on the U.S. “foreign adversaries” list; or (iv) is included on, owned by, or controlled by an entity included on the OFAC Specially Designated Nationals list. Supplier shall promptly notify E&I and any affected Member if it discovers a violation of this Section. To the extent any such violation results from Supplier’s knowing or negligent act or omission, Supplier shall be responsible for any direct damages arising from such violation. Supplier shall ensure that this Section is flowed down to all subcontractors providing Products or Services under this Agreement.

- d. FAR and Uniform Guidance. Where federal contracts or grants provide funding to Members used for orders or purchases made under this Agreement, it is the responsibility of the Supplier and the Member to comply with all Federal Acquisition Regulations (“FAR”), the requirements found in 2 CFR 200 (referred to as “Uniform Guidance”), and other applicable laws and regulations by completing any certifications, disclosures, and any other requirements. E&I shall not be responsible for ensuring compliance with such standards, rules, and/or regulations. Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Supplier’s response to Solicitation #EI00408~2026RFP, EDGAR/Uniform Guidance Certifications.

X. Audits and Attestations

- a. [Negotiated] Independent Audit and Attestation. Members may audit the Supplier’s non-confidential and non-proprietary records pertaining to its compliance with the terms of this Agreement, as related to the purchases of the Member requesting the audit, including after the expiration of this Agreement. Supplier acknowledges and agrees that the period for such audit may be dependent on the laws of the state in which the Member resides and/or the Member institution’s policies. The audit will be conducted by Member and/or its designee. Upon reasonable advanced notice and no more than one (1) time per calendar year, Supplier shall provide Member with reasonable access to records related to Supplier’s performance under and compliance with the terms of this Agreement. The audit may address any or all of the following areas, as applicable, but may not be limited to: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment. In addition, upon request from Member, during the term of this Agreement, Supplier shall make an attestation of compliance with all material aspects of this Agreement, not to exceed more than once annually.
- b. Software Licensing and Usage Audits. Supplier shall have no right to audit any Member for software usage, license counts, deployments, or related data, and shall not require the use of Supplier or third-party audit tools. Any software licensing or usage audit shall be conducted solely by the Member, no more than once every twenty-four (24) months, using tools and methods selected by the Member. If an audit reveals usage above the licensed quantity, the Member may either reduce such usage to compliant levels or elect to acquire additional licenses at the per-unit price of the most recent invoice for such licenses, pro-rated from the invoice date through the end of the current term. No penalties, back-billing, retroactive charges, interest, or other fees shall apply. Any Supplier audit rights contained in click-through, shrink-wrap, embedded, online, or other Supplier-provided terms are expressly rejected and of no force or effect.

XI. Confidentiality

- a. Member Confidential Information. Supplier shall maintain the confidentiality of all Member Confidential Information and shall use such information solely for the purpose of providing Products and Services under this Agreement. “Member Confidential Information” means any non-public information disclosed by or on behalf of a Member, whether oral, written, electronic, or otherwise, including personally identifiable information, financial information, institutional data, research data, purchasing information, and other non-PII sensitive or proprietary information, whether or not marked confidential. Supplier shall not use Member Confidential Information for analytics, marketing, product development, competitive intelligence, or any other unauthorized purpose, and shall not disclose such information to any third party except (i) as expressly permitted under this Agreement; (ii) as required by law, in accordance with the process identified herein; or (iii) with the applicable Member’s prior written consent. If Supplier is requested, pursuant to a valid court order, subpoena or other lawful demand, to disclose any Member Confidential Information, Supplier shall provide Member prompt written notice, unless such notice is prohibited pursuant to the applicable court order, subpoena, or lawful demand, so that Member may seek a protective order or other legal remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or in the event Member waives compliance with the provisions of this Agreement, the Supplier or the Supplier’s representative(s) shall furnish only that portion of the Member Confidential Information that is legally compelled to be disclosed.
- b. FERPA. Student education records are protected by the federal Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g, 34 C.F.R. § 99.1 et seq. (“FERPA”). Should Supplier receive or have access to any student education records in the performance of its Services or other obligations under this Agreement, Supplier agrees:
- That it is considered a “school official” under FERPA solely for the purpose of fulfilling its contracted Services related to student data, and that it shall protect the confidentiality of student education records, including personally identifiable information found in such records, in compliance with FERPA (“FERPA-protected records”);
 - That any FERPA-protected records may only be used for the purposes authorized by the Member and within the course and scope of performing Supplier’s Services or obligations under this Agreement and any corresponding MSA;

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- iii. That Supplier will not access or make any disclosures of FERPA-protected records, whether provided by Member or obtained on Member's behalf, to third parties without prior notice to and written consent from Member; and
- iv. That Member may require transparency about how student data obtained or collected under this Agreement is used and/or Supplier's plans for data security, which Supplier agrees it shall have in place based on commercially reasonable and accepted standards, how Supplier will notify Member of any data breach involving FERPA-protected records, and how Supplier will maintain the confidentiality of FERPA-protected records (including personally identifiable information).
- v. [Negotiated] In the event of a data breach, Supplier agrees to notify Member in accordance with any applicable law and regulations governing Supplier's notification requirements, and in any event within forty-eight (48) hours of a suspected breach or data security incident unless earlier notification is required under applicable law, and to cooperate with the Member with respect to any investigation into the breach, Member's notification or other subsequent requirements, and as related to any remedial measures.
- c. Public Records Laws. All information, documentation, and other materials submitted by Supplier to E&I in response to the Solicitation or under this Agreement, including the Agreement itself, and any information, documentation, and other materials shared by Supplier with Member, may be subject to public disclosure by Member under the Freedom of Information Act and/or under Members' state open records/access to public records laws. Supplier and Member may negotiate additional terms and conditions related to their respective obligations in the case of Member's receipt of a request for this Agreement or any related agreement, information, or documents pursuant to such law(s).
- d. No E&I Liability. Supplier acknowledges that E&I is not a custodian of Member Confidential Information, does not control Member or Supplier data practices, and makes no representations on behalf of any Member regarding confidentiality obligations. Supplier agrees that E&I shall not have, and nothing in this Agreement shall be construed to impose on E&I, liability for Supplier's handling, disclosure, or processing of Member Confidential Information.
- e. IT-Specific Confidentiality. To the extent Supplier provides any electronic or information-technology-based Products or Services, Supplier shall comply with all technical, data-security, privacy, data-usage, breach-notification, accessibility, and subcontractor-flow-down obligations set forth in this Agreement, including all requirements applicable to the protection of Member data.
- f. Survival. Supplier's obligations under this Section survive termination or expiration of this Agreement and any related Member-Specific Agreement.

XII. Suspension or Debarment; Prior Termination for Cause

- a. [Negotiated] No Suspension or Debarment. Supplier represents and warrants that the Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal, state, or local governmental entity. In the event Supplier becomes suspended or debarred at any point during the term of the Agreement, Supplier shall promptly notify E&I.
- b. Termination for Suspension or Debarment. At any time during the term of this Agreement, E&I may, by written notice to the Supplier, immediately terminate the Agreement without penalty if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.
- c. Supplier Eligibility. Supplier represents and warrants that the Supplier and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that Supplier is in compliance with all applicable statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224, or any new or subsequent related Order.
- d. [Negotiated] Prior Termination for Cause. Supplier represents that they have not been subject to any federal, state, or local governmental entity, or any higher education institution or K-12 school, terminating its agreement with Supplier for cause prior to the effective date of this Agreement.

XIII. Conflicts of Interest and Non-Solicitation

- a. Conflicts of Interest & Gratuities. Supplier represents and warrants that it has not offered, given, accepted, or promised gratuities, in the form of entertainment, gifts, or other incentives (financial or otherwise) to or from any officer or employee of E&I or any Member to secure this Agreement or to secure favorable treatment with respect to the awarding of this Agreement or any post-award activities, including potential Renewal Terms.

- b. No Contingency Fee. Supplier represents and warrants that it has neither offered nor paid a contingency fee or other financial or similar incentive to any individual, agent, or employee of E&I or Member to secure or influence the decision to award this Agreement to Supplier.
- c. Non-Solicitation. During the term of this Agreement, neither Party shall solicit for employment or contractor relationship any employee of the other Party who was engaged in or became known to the other because of the performance of this Agreement, provided that the foregoing shall not prohibit offers of employment which result from general, non-targeted solicitations.

XIV. Ability to Perform and Performance of Services

- a. Expropriation. Suppliers must notify E&I and Member if, by any existing agreement with any party, its operations, delivery vehicles, and/or personnel can be in any way expropriated or annexed. If such an agreement exists, Supplier must indicate when that agreement or those terms will expire.
- b. Ability to Perform. Supplier must disclose any existing agreement or other obligation that may impact its ability to perform under this Agreement.

XV. Services or Product Specific Terms

- a. Services and/or Product specific terms applicable to this Agreement and Members' purchases under this Agreement are included as Attachment B, which is incorporated herein by reference.

XVI. Additional Terms and Conditions Between E&I and Supplier

- a. Supplier Relationship Management. Supplier acknowledges that E&I maintains a supplier relationship management ("SRM") program. Upon notice by E&I, Supplier agrees to reasonably cooperate with and participate in SRM activities as reasonably requested by E&I, which may include, without limitation, completion of surveys, participation in periodic business reviews, and engagement in continuous improvement discussions. Participation in SRM does not replace or limit Supplier's other obligations under this Agreement.
- b. Termination of Agreement.
 - i. [Negotiated] *Termination for Convenience*. Either Party may terminate this Agreement for any reason by delivering not less than one hundred eighty (180) calendar days' prior written notice thereof to the other Party.
 - ii. *Termination for Cause*. Upon discovery of a breach of this Agreement, the non-breaching party shall notify the breaching party in writing of such breach and engage in the Dispute Resolution process identified herein. In addition, E&I may terminate this Agreement with ten (10) days' written notice to Supplier upon discovery of any misrepresentation or other material defect in any certification or other response submitted by Supplier as part of the Solicitation related to this Agreement. The failure of E&I or Supplier to exercise its right to terminate for cause in any instance shall not constitute a waiver of termination rights in any other instance.
- c. Dispute Resolution. Prior to terminating this Agreement for cause, the Parties will attempt in good faith to promptly resolve any controversy or claim, including issues of noncompliance and/or nonperformance, ("Dispute") arising out of or relating to this Agreement by negotiation between the appropriate senior officials of the Parties who have the authority to resolve any such Dispute. In the event the Dispute is not resolved within thirty (30) days, or as otherwise may be agreed between the Parties, of such negotiations, the party who raised the Dispute shall have the ability to terminate this Agreement by providing written notification to the other party. Should the Parties reach a resolution regarding the Dispute, the Parties must document the resolution, which documentation may include the following, in addition to any other mutually agreed-upon documentation: (i) a brief description identifying the Dispute; (ii) the specific steps to be taken to correct the Dispute; (iii) a timeline for completion of the corrective action steps; (iv) a description of monitoring (if applicable) to be performed to ensure that the steps are taken; and (v) the responsible party for the identified corrective action steps. Should either Party fail to comply with the documented resolution ("Non-compliant Party") and following a mutually-agreed upon time to comply following notice from the other Party ("Affected Party") of such failure, the Affected Party may terminate this Agreement and shall provide notice of the same to the Non-compliant Party.
- d. Member-Specific Agreement. Subject to consent from Member and upon request by E&I, Supplier shall provide a copy of any Member-Specific Agreement, as defined in this Agreement, and otherwise report as requested by E&I any applicable Member-Specific Agreement information, which information shall include without limitation: pricing variation, start/end dates, etc. If disclosure of the Member-Specific Agreement is prohibited by Member's policies, Supplier shall still provide to E&I the relevant information related to the pricing variance(s). E&I's efforts to assist Member with any pricing variance issues may be limited if such full and complete information is not shared.

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And The Pittsburgh Paints Co.

- e. Order of Precedence. This Agreement shall govern as between E&I and Supplier. Order of Precedence as between Supplier and Member is addressed in Section XVII below.
- f. Use of Name, Logos, and Other Licensed or Trademarked Material. E&I and the Supplier agree not to use the name or logo of the other Party, including in any advertising, publicity, promotional, and/or marketing materials of any kind, without the express written permission, which may include a license to use, of the other Party. The use of the other Party's name and/or logo must be in the exact form and format provided and approved by that Party. The Parties agree that they shall not alter or otherwise modify the name or logo of the other Party. A request for any new or different use of the other Party's logo, or other licensed or trademarked material of the other Party, must be submitted in advance to that Party for approval. Supplier further agrees that it shall not express or imply any endorsement of its products or services, including the Products and Services covered under this Agreement, by E&I or any Member without express written consent from the relevant party, and that it shall not seek endorsement in contravention of any applicable law, rule, or regulation.
- g. [Negotiated] Transactions and Engagements Between Supplier and Member. The purchase of Products and/or Services by a Member from Supplier is a transaction or engagement solely between Member and Supplier. Supplier acknowledges and agrees that E&I makes no representation or commitment that any Member will make a purchase, that any quantities will be purchased, or that Services will be utilized, whether by an individual Member or by Members collectively, and agrees that E&I shall have no liability relating to Member decisions to purchase or not purchase Supplier Products or Services. In addition, Supplier acknowledges and agrees that E&I shall have no liability whatsoever related to any Member's breach of the Member-Specific Agreement or breach of any of the terms and conditions of this Agreement, including without limitation as related to any Member's disclosure to any third party of any pricing and/or discount information as established under this Agreement.
- h. E&I Not a Party to Litigation; Supplier's Indemnification. Supplier agrees that if litigation arises between Supplier and any Member, including as related to a breach of any Member-Specific Agreement or other agreement between Supplier and Member, Supplier shall not make or name E&I, its agents, or employees a party to that litigation unless the allegations include a breach of this Agreement by E&I, that such breach gave rise to the litigation, and E&I can be named as a party in accordance with the applicable rules of civil procedure. A violation of this provision by Supplier shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify, defend, and hold harmless E&I, including its officers, agents, employees, and assigns from and against all costs, demands, expenses, and losses associated with such litigation, including reasonable legal and attorneys' fees.
- i. Governing Law. This Agreement and all claims or defenses based on, arising out of, or related to this Agreement, including without limitation those arising from or related to the negotiation, execution, performance, or breach of this Agreement, whether in contract, tort, law, equity, or otherwise, shall be governed by, construed, interpreted, and enforced solely in accordance with and pursuant to the internal laws of the State of New York, without regard to choice of law rules. Further, the Parties: (i) Agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state or federal court of competent jurisdiction in New York; (ii) Consent to the personal jurisdiction of such courts; and (iii) Waive any defense of forum non conveniens.
- j. [Negotiated] Indemnification of E&I. E&I shall not be responsible for Supplier's performance under this Agreement. Supplier agrees to indemnify, defend, and hold harmless E&I, including its officers, agents, employees, and assigns, from and against all third party causes of action, lawsuits, demands, costs, losses, damages, claims (including from claims or amounts arising or recovered under the "Worker's Compensation Law"), liens, and expenses (including costs of defense, settlement, and reasonable attorney's fees), arising out of or connected with: (i) Supplier's, including its employees, agents, and subcontractors, performance under this Agreement, including as related to any breach of this Agreement or act or omission in the performance of Services or work; (ii) the Products purchased; (iii) resulting from property damage or injuries, including death, incurred by or to any third party, whether by reason of any defect in manufacture, construction, inspection, delivery, material, and/or workmanship, in connection with any Products or Services furnished hereunder or otherwise, and any act of misconduct or negligence by Supplier or its employees, agents, or subcontractors, excepting only such liability as may result solely from the acts of negligence of E&I or its employees; (iv) any allegation that the Products and/or Services provided, either alone or in combination with other materials, infringe upon or violate any U.S. patent, copyright, trademark, trade secret, application, or any other proprietary right of any third party, or otherwise fail to conform with the technical, security, and accessibility standards required to be maintained by Supplier in accordance with this Agreement; or (v) any failure of the Products or Services to comply with the technical, security, privacy or accessibility standards, requirements, or obligations applicable to Supplier under this Agreement, including any such standards or requirements incorporated by reference or otherwise made applicable to Supplier pursuant to this Agreement. Supplier shall not have the authority to enter into any settlement agreement on behalf of E&I, or to otherwise bind E&I in any way,

without the express written authorization of the appropriate officer or designated official of E&I, which authorization shall not be unreasonably withheld or delayed. This indemnity shall survive termination of this Agreement.

- k. **Limitation of Liability.** Neither Party shall have liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages, or multiple damages arising out of or in connection with this Agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise.
- l. **[Negotiated] Force Majeure.** As between Supplier and E&I, neither party shall be held responsible for delays, failures, or any losses related to the performance of the terms of this Agreement where such performance is outside of the performing party's control and the performing party exercised reasonable diligence to prevent such delay, failure, and/or loss. Such delays, failures, or loss may include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, pandemic/epidemic, failure of public regulated utility or governmental statutes or regulations superimposed after the fact, civil disturbances, national security mandates, or generalized lack of availability of raw materials or energy; provided that the Parties stipulate that Force Majeure shall not include the Covid-19 pandemic unless it is again declared a public health emergency by the requisite authorities ("Force Majeure"). The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure, and that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and provided that such party shall have given prompt notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences, as well as the length of time the Force Majeure event is anticipated to last, if such time can be reasonably determined. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event and immediately resume performance of its obligations under this Agreement. Notwithstanding the foregoing, Supplier's obligation to remit any fees or payments owed to E&I under this Agreement (i) prior to the Force Majeure event, or (ii) to the extent Supplier continues to provide Products or Services and receives payment for the same, are not suspended during the period of the Force Majeure.

XVII. Additional Procurement Terms Applicable to Member Purchases

Unless otherwise negotiated and agreed between the applicable Member and Supplier pursuant to a Member-Specific Agreement, the following terms and conditions are applicable to Member purchases made under this Agreement, in addition to the terms and conditions identified in Sections I-XV above. Supplier's failure to comply with such terms and conditions may be considered by E&I and/or Member a breach of this Agreement.

- a. **Member-Specific Agreement with Supplier.** Member and Supplier may enter into a separate Member-Specific Agreement ("Member-Specific Agreement" or "MSA"), which may include a member created form, to address Supplier's required terms and conditions of purchase and/or for the Services not included herein and/or Member's required terms and conditions, whether based on Member's state law, policy, or otherwise. Any MSA developed is exclusively between the Member and Supplier, and the term of any MSA shall be negotiated between Member and Supplier. Members shall have the ability to negotiate the terms and conditions of the MSA, including as may be necessary to ensure such terms and conditions comply with Member's state law and/or policies, other applicable law, and executive orders. Such terms and conditions may include, without limitation: breach of the MSA, termination of the MSA for cause and/or convenience, and administrative, contractual, or legal remedies in instances where Supplier violates or breaches this Agreement or the MSA. Unless directed by Member, or specifically negotiated between Supplier and Member, Supplier agrees that Supplier shall not include terms in Supplier's MSA that materially conflict with this Agreement, that any terms and conditions of Supplier's MSA or other ordering documents which conflict with the terms and conditions of this Agreement shall have no effect, and the terms and conditions of this Agreement shall apply.
- b. **Order of Precedence.** With respect to Member and Supplier, the order of precedence shall be as follows: (i) Member's terms and conditions, which may include Member's purchase order or other MSA negotiated between Supplier and Member in accordance with Section XVII.a. herein, if any; (ii) this Agreement.
- c. **Termination.**
 - i. **Termination for Convenience.** Any Member may terminate its use of this Agreement, including any applicable MSA, without cause upon thirty (30) days' written notice to Supplier. Upon such notice of termination: (i) Supplier shall immediately cease performing Services as of the effective date of termination, except as otherwise reasonably requested by the Member to support transition; (ii) the Member shall owe payment only for Services performed and

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- Products delivered up to the effective date of termination; and (iii) Supplier shall promptly refund or credit to the Member a prorated portion of any prepaid fees for Products not delivered or Services not performed.
- ii. *Termination for Cause.* Any Member may terminate its use of this Agreement, including any applicable MSA, for cause if Supplier materially breaches this Agreement or the MSA and fails to cure such breach within ten (10) days after written notice. Upon such termination: (i) Supplier shall immediately cease performing Services, unless otherwise requested by the Member to support transition; (ii) the Member shall owe payment only for Services performed and Products delivered up to the effective date of termination; and (iii) Supplier shall promptly refund or credit to Member a prorated portion of any prepaid fees for Products not delivered or Services not performed. No early-termination fees or penalties shall apply.
- d. Non-Appropriation of Funds. Many Members are publicly funded institutions and their ongoing financial obligations are subject to allocation of funds by parties not controlled by the Member. Accordingly, Services may be discontinued, and, if applicable, orders for Products may be cancelled, due to non-appropriation of funds, whether such non-appropriation is of state and/or federal funds. Member is responsible for notifying Supplier, consistent with its policies or other applicable requirements, of any non-appropriation of funds and the subsequent need to discontinue Services or cancel an order. Member shall be responsible for paying for all Services provided and/or Products purchased prior to the date of discontinuance and/or cancellation.
- e. Supplier's Use of Member's Name, Logos, and Other Licensed or Trademarked Material; Member's Intellectual Property. Supplier agrees not to use the name or logo of any Member, including in any advertising, publicity, promotional, and/or marketing materials of any kind, related to this Agreement or any Member-Specific Agreement without the express written permission of the Member and in accordance with Member's policies and/or procedures relating to the use of any licensed or trademarked material. Any such use may require Member to grant to Supplier an appropriate license to use. In addition, all Member intellectual property rights, including all intellectual property rights in and to Member data, shall remain the exclusive property of Member, and use of Member data or other Member intellectual property may also require Member to grant to Supplier an appropriate license to use.
- f. Governing Law. For disputes between the Member and Supplier, this Agreement and any Member-Specific Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with and pursuant to the internal laws of the state in which the Member resides, without regard to choice of law rules, and the venue of any action shall lie in such state.
- g. [Negotiated] Indemnification of Member. Supplier agrees to indemnify, defend, and hold harmless Member, including its officers, agents, employees, and assigns, from and against all third party causes of action, lawsuits, demands, costs, losses, damages, claims (including from claims or amounts arising or recovered under the "Worker's Compensation Law"), liens, and expenses (including costs of defense, settlement, and reasonable attorney's fees) arising out of, connected with, or resulting from: (i) Supplier's, including its employees, agents, and subcontractors, performance under this Agreement, including as related to any breach of this Agreement or act or omission in the performance of Services or work; (ii) Products purchased; (iii) property damage or injuries, including death, incurred by or to any third party, whether by reason of any defect in manufacture, construction, inspection, delivery, material, and/or workmanship, in connection with any Products or Services furnished hereunder or otherwise; (iv) any act of misconduct or negligence by Supplier or its employees, agents, or subcontractors, excepting only such liability as may result solely from the acts of negligence of Member or its employees; (v) any allegation that the Products and/or Services provided, whether alone or in combination with other materials, infringe upon or violate any patent, copyright, trademark, trade secret, application, or any other proprietary right of any third party; and (vi) any failure of the Products or Services to comply with the technical, security, privacy or accessibility standards, requirements, or obligations applicable to Supplier under this Agreement, including any such standards or requirements incorporated by reference or otherwise made applicable to Supplier pursuant to this Agreement. Supplier shall not have the authority to enter into any settlement agreement on behalf of Member, or to otherwise bind Member in any way, without the express written authorization of the appropriate officer or designated official of Member, which authorization shall not be unreasonably conditioned or delayed. This indemnity shall survive termination of this Agreement. For the avoidance of doubt, E&I will not be considered a third party with respect to Supplier or Member under this Section XVII.g.
- h. Compliance with Member Policies and Requests. Supplier, including its employees and subcontractors, shall conduct themselves in a businesslike and professional manner and comply with all applicable, lawful Member requests, policies, and rules pertaining to their presence, behavior, and conduct while on Member's campus, as well as Member owned, controlled, or leased property (including all land and buildings), including with respect to the prohibition, use, or possession of alcohol, tobacco, controlled substances, and other drugs; the possession, display, use, or storage of any weapon,

explosive device, fireworks, or other item or substance prohibited pursuant to Member's policies or law; and other policies related to campus safety, including the wearing of an identification badge and other security practices or procedures. If requested by Member, Supplier shall have all applicable Supplier personnel execute acknowledgement of Member's conduct expectations as related to their work, behavior, and/or presence at Member's institution and its premises, as well as other applicable policies. The Member reserves the right to immediately remove from their premises, and to request the removal or replacement of, any of Supplier's employees and/or subcontractors who violate its policies, rules, or other instructions at any time. In addition, E&I and the Member reserve the right to request a copy of the Supplier's Drug Free Workplace Policy. Supplier agrees to notify all persons or entities who are employees, agents, officers, subcontractors, consultants, guests, invitees, or licensees of Supplier ("Supplier Notification Parties") of the responsibilities and restrictions contained in this Section, and Supplier agrees to include a similar provision indicating the same in any contract with a subcontractor related to the performance of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties. In addition, at any time during the term of the Agreement and in accordance with applicable law, a Member may require Supplier to provide relevant background check or other information as may be requested by Member of each employee who has been given an assignment at a Member institution so that Member can ensure compliance with applicable state law and public safety or other policies related to those present on its campus or property or performing Services under this Agreement.

- i. Protection of Member's Property. The Supplier shall take care not to damage the premises or the property of others, including that of any Member, and in case such damage occurs as the result of Supplier's, and/or any of Supplier's subcontractors, operations or performance, including the Services, under this Agreement, Supplier shall make appropriate, reasonable restitution. If the Supplier fails to pay for damage, in addition to any legal remedies available, the amount of such damage may be deducted from any remaining balance due to the Supplier and/or Member may delay payment on any outstanding balances until a resolution has been reached regarding such damage.
- j. Warranties and Disclaimer of Warranties.
 - i. [Negotiated] *Supplier Warranty of Non-Infringement.* Supplier warrants that it has the right to license and provide the Products and/or Services, whether alone or in combination with other materials; that the Products and/or Services do not infringe upon or violate any patent, copyright, trademark, trade secret, application, or other proprietary right of any third party under laws of the United States; and that Supplier has obtained all necessary permissions from third parties to license such rights, if applicable.
 - ii. [Negotiated] *Product Warranties and Compliance with Specifications.* At a minimum, there shall be a three (3) year warranty from the date of delivery to include parts, labor, and travel. For third party providers, the manufacturer's standard warranty shall apply. Supplier shall offer an optional one (1) year warranty extension on all Products. The same terms and conditions that apply to the standard warranty coverage shall apply during the additional year of ownership if the extended warranty option is included in the original purchase. Lifetime warranties shall remain in full force and effect, including upon termination or expiration of this Agreement, Renewal Term, or any subsequent agreement. Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the Member. Supplier certifies and warrants that all Products sold to Members shall be: (i) New and genuine; (ii) Free from material defects in content and materials; (iii) Provided as per manufacturer's requirements; (iv) Sold or manufactured via legal and reputable channels; and (v) Not misbranded. Supplier shall track the product warranty for all Products sold to Member. Loaner products shall be made available while Member's Product, including equipment if applicable, is out for warranty repair, and such loaner products shall be of the same quality and quantity (if applicable) as Member's original Product(s). The Supplier warrants that all Products supplied under this Agreement shall conform to specifications or other descriptions as indicated in Supplier's response to the Solicitation, shall be merchantable of good quality and workmanship, and free from material defect. The Supplier also warrants that all Products covered by this Agreement which are the product of the Supplier or are in accordance with its specifications will be fit and subject to the Member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt, and if rejected will be held at Supplier's risk and expense for storage and other charges. After sixty (60) days of storage, Products may be disposed of without cost to Member, at Supplier's expense. Neither receipt of Products nor payment therefor shall constitute a waiver of this provision.
 - iii. [Negotiated] *Services Warranties and Compliance with Specifications.* Supplier warrants that all of the Services to be performed under this Agreement, if applicable, shall be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of Services they are assigned to perform, which such warranty shall be valid for ninety (90) days from performance of

Services and that any code or software developed or delivered by Supplier under this Agreement will not contain any viruses, worms or other disabling devices or codes.

iv. **DISCLAIMER OF WARRANTIES.** Disclaimers are addressed in the MSA.

k. **Member Remedies and Supplier Liability.**

i. **Services.** If any Services furnished under the Agreement, if applicable, are non-conforming, or fail to meet warranties and/or specifications as identified herein, or any other provisions of Member's purchase order, Statement of Work, and/or other agreement between Supplier and Member, Supplier shall promptly correct non-conforming Services at the Supplier's own expense, which may include a commercially reasonable re-work, re-performance, or repair of the Services and/or Services deliverables so that the warranty and/or specifications are materially complied with. If Supplier is unable to correct the non-conforming Services, Member may cancel any non-conforming and/or undelivered portion of an order without incurring any liability to Supplier, and Member's payment(s) for any such non-conforming and/or undelivered portion shall be refunded to Member. In addition, if receipt of the Services is late or delayed by Supplier and through no fault of Member, and because of such late or delayed delivery, the Member deems in good faith that the Services are no longer needed, Member shall be permitted to cancel such delayed portion of the Services without incurring any liability to Supplier, and Member's payment(s) for any undelivered portion shall be refunded to Member.

ii. [Negotiated] **Products.** If any Products furnished under the Agreement are defective or non-conforming, or fail to meet warranties, specifications, or any other provisions of the Agreement or Member's purchase order, any of the following remedies shall be available to the Member:

1. **Repair and Replacement:** Supplier shall promptly repair, replace, or correct non-conforming or defective Products at the Supplier's own expense. Member and Supplier may agree to a specified period during which such repair or replacement shall occur.
2. **Cancellation:** Member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier, and any payments made by Member for Products purchased shall be refunded by the Supplier and/or its agents (including any subcontractors and third-party distributors).
3. **Like-for-Like:** Like-for-like equipment throughout the entire term of this Agreement or MSA, as applicable, for maintenance or warranty shall be provided at no cost to the Member if the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
4. **Removal:** Supplier shall remove such Products at its own expense and if the Supplier fails to remove such Products, Member may return all or any portion of such Products at the expense of Supplier.

iii. [Negotiated] **Additional Remedies.** In addition to the remedies identified herein, Member may require that an MSA with Supplier include any of the following additional remedies, where required based on applicable legal or regulatory requirements related to Member's use of federal funds: (i) Liquidated Damages; (ii) Performance bonds, where applicable; (iii) Termination for Supplier Default; and (iv) other administrative, contractual, and/or legal remedies as required by law and/or Member's policy.

iv. [Negotiated] **Supplier Liability.** All Products shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs. The Supplier shall be liable for any and all losses, claims, expenses (including reasonable attorneys' fees and court costs), and other incidental and consequential damages resulting from such failure to meet the warranties and/or compliance with specifications as identified in this Agreement an MSA, and/or a Member order.

l. **Limitation of Liability.** Any limitation of liability between Supplier and Member shall be negotiated between Supplier and Member pursuant to a Member-Specific Agreement.

m. **Force Majeure.** As between Supplier and Member, neither party shall be held responsible for delays, failures, or any losses related to the performance of the terms of this Agreement or an MSA where such performance is outside of the performing party's control and the performing party exercised reasonable diligence to prevent such delay, failure, and/or loss. Such delays, failures, or loss may include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, pandemic/epidemic, failure of public regulated utility or governmental statutes or regulations superimposed after the fact, civil disturbances, national security mandates (including without limitation the BIOSECURE Act), or generalized lack of availability of raw materials or energy; provided that the Parties stipulate that Force Majeure shall not include the Covid-19 pandemic unless it is again declared a public health emergency by the requisite authorities ("Force Majeure"). The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure, and that the party so affected

shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and provided that such party shall have given notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences, as well as the length of time the force majeure event is anticipated to last, if such time can be reasonably determined. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event and immediately resume performance of its obligations under this Agreement. If the delay or failure in the performance of the party claiming Force Majeure continues for thirty (30) days or more, then the party not claiming Force Majeure may, at its option, terminate the applicable MSA and/or SOW by written notice to the other party without penalty. Notwithstanding the foregoing, during any period in which Supplier is unable to perform due to Force Majeure, Member shall have no obligation to pay for any Services not performed or Products not delivered, and Supplier shall promptly refund or credit any prepaid amounts corresponding to such unperformed Services or undelivered Products, regardless of whether Member elects to terminate.

XVIII. General Terms and Conditions

- a. [Negotiated] General Compliance. Each Party warrants and represents that in the performance of this Agreement and any applicable Member-Specific Agreement (in the case of Supplier), it has complied with, and will continue to comply with, all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and orders.
- b. Insolvency. In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors or a receiver, E&I may terminate this Agreement without prior notice to Supplier without penalty, and without incurring any liability whatsoever to Supplier.
- c. [Negotiated] Assignments. Neither Party shall assign or delegate this Agreement or any of their rights or obligations hereunder, in whole or in part, including by transfer of stock or ownership, without the other Party's prior written consent and an executed agreement between the Parties regarding the same. Any purported assignment or delegation made without the other Party's prior written consent shall be void and of no effect. Notwithstanding the foregoing, either Party may, without consent, assign or transfer this Agreement and its rights and obligations hereunder in whole or in part: (a) to the purchaser of (i) all or substantially all of its assets or business or (ii) all or substantially all of its assets or business related to the subject matter of this Agreement; or (b) in connection with a merger or consolidation (or similar transaction) of such Party, including any change of control transaction; provided, however, that each Party shall notify the other as soon as practicable, and as permitted under applicable law, of any such assignment or transfer, and an agreement documenting the same may be required. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and assigns of the respective Parties hereto.
- d. Subcontracting. Intentionally Omitted.
- e. Strikes or Lockouts. In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to ensure the satisfactory performance of the Agreement during the time Supplier is unable to perform. Any reasonable costs incurred by E&I and/or any Member as a result of such labor dispute, strike, or lockout shall be reimbursed by the Supplier. The Parties agree, or Supplier shall work with Member, whichever is applicable, to set a reimbursement schedule, or a date by which reimbursement shall be made, within thirty (30) days of the end of any labor dispute, strike, or lockout.
- f. Environmental, Social, and Governance. In the performance of this Agreement, and as permitted under applicable law, Supplier shall conduct its business in a manner that supports environmental sustainability, social equity, and ethical governance ("ESG"). Upon reasonable request, Supplier shall provide E&I and its Members with documentation or reports reasonably demonstrating Supplier's ESG efforts, including any applicable third-party audits, certifications, or assessments.
 - i. *Environmental Responsibility*. Supplier shall operate in a manner that supports environmental sustainability, including by making commercially reasonable efforts to reduce emissions, conserve resources, manage waste responsibly, and prioritize environmentally preferred products, packaging, and transportation where practicable.
 - ii. *Community and Social Equity*. Supplier shall support community and social equity initiatives by: (a) where permitted by applicable law, making commercially reasonable efforts to seek, engage, and contract with small and local businesses, including minority-owned, women-owned, veteran-owned, and other diverse businesses certified by recognized organizations (collectively, "Local and Small Business"); (b) providing Tier 2 reporting to E&I, upon request or on a quarterly basis if applicable, regarding participation by and spend with Local and Small Business under

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- this Agreement; and (c) complying with applicable labor laws and standards, including those prohibiting forced labor, child labor, discrimination, and harassment, and requiring safe and healthy working conditions.
- iii. *Governance and Ethical Conduct.* Supplier shall maintain appropriate governance and ethical standards, including by complying with its anti-bribery and anti-corruption policies, maintaining accurate records related to performance under this Agreement, identifying and managing conflicts of interest, and adhering to its Code of Ethics or Code of Conduct, if applicable.
- iv. *If Applicable, Local or Small Business Status.* If Supplier represents itself as a Local or Small Business, Supplier shall maintain such status during the term of this Agreement and provide reasonable evidence of certification upon request. Supplier shall notify E&I within five (5) days if it ceases to qualify.
- g. No Waiver and Strict Compliance. The failure of either Party to exercise its right to terminate for cause due to the other Party's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance. In addition, the failure of either Party to insist in any one or more instances upon the performance of any one or more provisions of the Agreement or to pursue any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights. The Parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
- h. Agreement Modification. No modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier in writing and signed by authorized representatives of both Parties.
- i. Entire Agreement. This Agreement, together with any documents incorporated by reference and the attachments included hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements or negotiations, whether written or oral, between the Parties.
- j. Survival of Terms. The respective obligations of Supplier and E&I that by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.
- k. Severability. If any provision of this Agreement is declared to be invalid, illegal or unenforceable, such declaration shall not in any way affect the validity or enforceability of any other provision.
- l. Official Member List and Members Utilizing the Agreement. The E&I Official Member List, which may be updated from time to time, will be sent to the Supplier via an electronic file from E&I's Member Success Team upon execution of this Agreement. In addition, Supplier shall also provide to E&I, upon request, a complete list of all Members currently utilizing, or Members that at any point during the term of the Agreement utilized, this Agreement.
- m. Relationship of the Parties. The relationship of the Parties is one of independent contractors, and this Agreement does not create a partnership, joint venture, or other relationship (e.g. principal-agent).
- n. Notices. Any notice to be given by either Party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier with a copy thereof furnished by email to the recipient's email address set forth below and shall be effective the earlier of (a) actual receipt or (b) five (5) days after mailing or one (1) day after delivery to overnight courier and shall be addressed as follows:

If to E&I:

Peter Ucovich
Chief Product & Sourcing Officer E&I Cooperative Services, Inc.
145 Pinelawn Road, Suite 240S
Melville, NY 11747
pucovich@eandi.org

With a required copy to: Aimee Oestreich, General Counsel
aoestreich@eandi.org

If to Supplier:

Mary Goltz
Corporate Accounts Government - Education
The Pittsburgh Paints Company
500 Cranberry Woods Drive, Suite 300
Cranberry Township, PA 16066
910-515-0538
goltz@pittsburghpaints.com

With a copy to: LegalNotices@pittsburghpaints.com



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And The Pittsburgh Paints Co.

- o. Signatures. In witness whereof, the Parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been, and are on the date of this Agreement, duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[signature page to follow]



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Educational & Institutional Cooperative Services, Inc.
And The Pittsburgh Paints Co.

The Pittsburgh Paints Co.

Company



Signature

Charles Hobson

Name

National Sales Manager

Title

7/8/2026

Date

E&I Cooperative Services, Inc.

Company



Signature

Judy Schaffer

Name

Category Vice President Facilities & Interiors

Title

7/9/2026

Date



Signature

Peter Ucovich

Name

Chief Product & Sourcing Officer

Title

7/9/2026

Date

ATTACHMENT A - PRICING**A1. PPC Discount table – deeper discounts available***

Paint, Stain and Coatings	Discount %
Pittsburgh Paints manufactured products	60
Non-PPC manufactured products	30
Paint Supplies	
Sundries	30
Equipment	
Paint Sprayers and equipment	10
Services	NC
Free Delivery and Training	

*The above discount structure maintains market parity. As a minimum, all members will receive at least the contract discounts listed above. Local sales team may be able to provide deeper discounts. Large Order discounts available.

A2. Supplemental Charges - None

ATTACHMENT B - Services and Products Specific Terms**B1. Supplier Point of Contact for Member**

Supplier shall provide a single point of contact plus a backup for each Member. This individual may support multiple Members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

B2. Orders/Purchases

With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all pricing, specifications, and terms and conditions, which may include Member's standard terms and conditions included on the purchase order.

With respect to Services, Supplier will provide a detailed quote or Statement of Work prior to any project summarizing specific Services, deliverables, delivery dates, and cost.

B3. Invoicing, Taxes, and Payment Terms

- a. Invoices. Supplier shall ensure that all invoices strictly reflect the prices, discounts, and terms in accordance with this Agreement and any applicable Member Specific Agreement. Any failure to invoice in accordance with this Agreement or any applicable Member Specific Agreement, including overcharges or unauthorized fees, shall entitle the Member to dispute such invoice and to receive corrected billing without penalty. In addition, invoices shall be directed to the appropriate location(s) specified by the Member.
- b. Payment Terms. Unless otherwise agreed in a Member-Specific Agreement, Members shall remit payment for undisputed amounts within thirty (30) days after receipt of a valid invoice or delivery of Products or completion of Services, whichever is later. The Member placing the order with the Supplier shall alone be liable and responsible for payment for Products and/or Services ordered. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member. Discounts for prompt payment may be offered to any Member from the date of receipt and acceptance of Products or Services or the invoice(s), whichever is later. Negotiated discounts with Members for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis.
- c. Disputed Charges. Any portion of an invoice disputed in good faith shall not be deemed late, and no penalties, charges, or restrictive actions may be taken by Supplier during the pendency of such dispute.
- d. Taxes. All prices listed and discounts offered under this Agreement are exclusive of applicable taxes. Supplier shall charge and collect only those taxes that it is legally required to collect in connection with the sale, delivery, or use of Products or Services. Members may have varying tax-exemption statuses. If a Member is exempt from such taxes, the Member shall provide Supplier with a valid exemption certificate, and Supplier shall not charge such taxes. Supplier shall comply with the tax requirements of each Member's state. Supplier shall not impose any surcharge, recovery fee, environmental fee, regulatory fee, or other tax-like charge unless such charge is required by applicable law and supported by documentation. Supplier shall be solely responsible for any taxes imposed on Supplier based on its income, franchise status, gross receipts, business operations, or privilege to conduct business. Customs duties, import taxes, and other tariffs are not considered taxes for purposes of this Agreement unless expressly required to be paid by the Member under applicable law.
- e. Prohibition on Interest, Penalties, and Additional Fees. Supplier shall not impose, and Members shall have no obligation to pay, any late-payment fees, interest, finance charges, penalties, administrative fees, collection costs, attorney's fees, or similar charges, notwithstanding any terms set forth in Supplier invoices, order forms, online or click-through agreements, statements of work, Member-Specific Agreements, or other Supplier-provided documentation.

B4. Order Fulfillment, Distribution, and Installation Agreements

Order Accuracy rate shall be maintained at 98% or greater. Order Accuracy rate is defined as "the number of items delivered as ordered divided by the total number of items ordered."

Order Fill rate shall be maintained at 95% or greater. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by the total number of lines on an order."

Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the Member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the Member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage
- Plan of action (when delivery may be expected or suggested replacement)

Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement are passed through to the Member and separate from any additional distributor terms and conditions, fees or markups resulting from Members' separate fulfillment/distribution/installation agreements.

B5. Delivery

Deliveries to Members range from but are not limited to: (i) one central receiving location, (ii) multi-campus locations, (iii) campus building(s), or (iv) department(s). Frequency of delivery may range from: (i) daily, (ii) weekly, (iii) monthly, or (iv) as needed to assure that Members' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

Normal delivery of orders must be accomplished at established times as set by the Member. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved notification. The Supplier shall have the capability of expediting the delivery of orders to assure no shortage of Product(s) during installation.

Title and risk of loss shall pass to the Member at the F.O.B. destination point or after installation by authorized dealer/representative. The title and risk of loss of the Products shall not pass to a given Member until receipt and acceptance of the Products at the point of delivery and or installation. The Products furnished shall be delivered:

F.O.B. Destination, Full Freight Allowed (Supplier pays freight). Internationally, Supplier shall ship all goods Delivered Duty Paid ("DDP"). Selection of a carrier for shipment will be at the Supplier's option unless otherwise specified by the Member. If special delivery or handling charges are applicable, they shall be pre-approved by the Member.

The Supplier shall maintain records evidencing the delivery of Products and upon request by the Member provide such proof of delivery.

B6. Third Party Distributors/Subcontractors

If Supplier chooses to subcontract any Services or delivery of the Products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of Products, supplies, or Services and shall be at no additional cost to the Member.

B7. Substitutions

No substitutions of alternate items for Products ordered are permitted without the express prior written approval of the Member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized in writing by the Member.

B8. Minimum Orders

There are no minimum order requirements.

B9. Emergency Purchases

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist and do not require a Member Alignment Form. All Emergency Purchases shall be reported as regular sales to E&I. An Emergency Purchase, for the purposes of this Agreement, means a purchase made where immediate action is required to prevent the possible loss of life or property, significant financial loss, or environmental impacts, and includes without limitation situations related to a natural disaster or health crisis. An Emergency Purchase may be made when the existence of an emergency condition creates an immediate need for Products and/or Services that cannot be met through normal procurement methods.

B10. Storage

If applicable, Supplier, including Supplier's authorized dealer(s), shall be responsible for all warehousing and storage expenses, which may be incurred, until Products are delivered and/or installed as per the terms of the Member's order.

B11. Order Tracking and Lost and Damaged Shipments

Supplier shall track all shipments and provide order status to Members. If Supplier fails to deliver, or erroneously delivers Products, Supplier shall take immediate corrective action to make the correct delivery at no cost to Member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the Products and/or Member's facilities during transport or delivery, the Supplier shall immediately contact Member and forward a confirming damage report detailing the damages.

B12. Reasons for Return or Credit

In addition to the remedies that may be available to Member as identified in this Agreement and any MSA, the Supplier shall accept the following as reasons for return or credit:

- The Product is defective or non-conforming.
- The Product is incorrectly ordered or shipped.
- The Product is received as an overage, or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The Product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the Member to be unusable or no longer needed.

Supplier and/or its agents will issue credit with waiver of any claims against Member.

B13. Restocking Policy

Supplier shall not impose a restocking fee on Member under the following circumstances:

- Item/Product is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.
- Product(s) is returned within 24 hours of delivery.
- Product(s) is returned but exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.

B14. Hazardous Materials and OSHA Communication Standards

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the Member, when applicable. The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three (3) working days of notification, the Supplier shall retrieve hazardous materials that are delivered in error. The Supplier shall safely and legally dispose of all hazardous materials generated in the performance of this Agreement. In addition, the Supplier shall provide its employees with chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its Members with safety/recall updates for any equipment/products provided.

B15. Product Documentation

As applicable, Supplier shall make available, at no additional charge, electronic access (e.g., online links or portals) to current user manuals, instructions, or other documentation reasonably necessary for the proper installation, operation, use, and maintenance of the Products and/or Services purchased under this Agreement. Where such documentation exists, Supplier shall also provide electronic notification of material updates, revisions, or corrections as they are issued.

Applicable documentation may include, as relevant to the Products and/or Services provided:

- a description of product or service capabilities and intended use;
- operating or usage instructions;
- installation or configuration guidance, if applicable;
- troubleshooting or support information; and
- other technical or user documentation customarily made available by the Supplier for similar products or services.

B16. New, Discontinued, and Replacement Products or Parts

The Supplier shall notify E&I and the Member of any new or discontinued Products or Services. Unless otherwise agreed between the Parties, the discount and pricing established for new Products and Services will be better or equal to the pricing structure established as part of this Agreement. In addition, if Supplier offers replacement Products or parts, such pricing shall be consistent with the pricing and/or discount structure established as part of this Agreement.

B17. Business Review Meetings & Reports

To maintain a partnership between the Member and the Supplier, Members may require business review meetings and/or certain reports. Business review meetings may be held on a quarterly basis, or as agreed to by the Supplier and Member, and provision of any reports required or requested by the Member shall be as agreed between Supplier and Member. The business review meeting may include, but not be limited to, the following:

- Review of Supplier performance
- Review of any reports as may be required by Member
- Order or purchase summary over a specified period of time

B18. Employee Purchase Program

Supplier may offer discounted products to Members' students, faculty, and staff for personal purchases. If offering an Employee Purchase Program, Supplier agrees to make its policies and terms related to the use of any such program available to the Member.

B19. Resale-Intentionally Omitted**B20. Samples**

As applicable, if requested by a Member, Supplier shall provide samples of the Products for evaluation free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.

B21. Member Rebate & Discounts-Intentionally Omitted



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ATTACHMENT C – Electronic Commerce for Member Marketplace

Not Applicable