

Dick's Sporting Goods, Inc.
Purchase Order Terms and Conditions

"Buyer" shall mean Dick's Sporting Goods, Inc., on behalf of itself and its affiliates as named on the sales order, purchase order, statement of work, quotation, or similar ordering document which incorporates these Terms and Conditions (each an "Order" and together with these Terms and Conditions, a "PO"). "Seller" shall mean the person, firm or entity named on the Order who is providing materials, equipment, goods or other deliverables and/or services ("Deliverables" and/or "Services") under this PO. In the event of conflict between the Order and these Terms and Conditions, these Terms and Conditions shall govern and control in every instance (even if the Order indicates otherwise and notwithstanding any language in the Order purporting to supersede these Terms and Conditions) unless such conflict is expressly approved in writing by the Buyer's legal department (Assistant General Counsel or higher).

1. **AGREEMENT-** This PO is an offer by Buyer for the purchase of the Deliverables and Services specified on the Order from Seller in accordance with and subject to these Terms and Conditions. This PO, together with any documents incorporated by reference, constitutes the sole and entire agreement of the parties with respect to the Deliverables and Services, and, except with respect to Other Agreements as defined in Section 22, supersedes all prior or contemporaneous agreements. Seller's acknowledgement of this PO or commencement of performance hereunder shall constitute Seller's acceptance of this PO and all of the terms and conditions herein. Buyer objects to and rejects all additions, exceptions or changes to these terms, whether contained in any printed form received from Seller or elsewhere, unless approved by the Buyer's legal department (Assistant General Counsel or higher) in writing. The PO expressly limits Seller's acceptance to the terms of this PO. This PO is not binding on Buyer until Seller accepts the PO (Seller advising Buyer that Seller has commenced performance hereunder constitutes acceptance of this PO) and until such time, Buyer may withdraw this PO. This is a non-exclusive agreement as to Buyer and nothing herein requires any minimum quantity of Deliverables or Services to be purchased by Buyer or future purchase obligations under this PO.
2. **PRICE -** The prices stated on the Order include any and all expenses, charges and costs (including, but not limited to any and all charges for packing, hauling, storage, transportation to point of delivery, travel, insurance and taxes, if applicable). No increase in price is effective without the prior written consent of Buyer. Seller represents, warrants and covenants (collectively, "Represents") that the price for the Deliverables and Services is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Deliverables and Services. If Seller charges any other similarly situated buyer a lower price, Seller must apply that price to all Deliverables and Services under this PO. If Seller fails to meet the lower price, Buyer, at its option, may terminate this PO without liability.
3. **TAXES -** The contract price set forth on the Order shall reflect all applicable federal, state and/or local sales taxes, use taxes and transportation-related taxes (collectively, "Taxes"). Seller shall reflect all such Taxes on its invoices, collect such Taxes from Buyer and be solely responsible for the remittance of all such Taxes to the proper taxing authorities. Seller shall submit evidence as required by Buyer that all such Taxes have been collected and paid. Seller Represents that all Services are and will be provided in and from the United States; that Seller is incorporated in or formed under the laws of the United States; and that no U.S. withholding or foreign taxes will be payable as a result of the Services. In the event any such withholding or foreign taxes are required to be withheld, Seller shall be solely responsible for such taxes and Buyer shall have the right to offset the same against payments otherwise due Seller hereunder. In the event any tax included in the purchase price was not required to be paid by Seller, Seller agrees to notify Buyer and to make prompt application for the refund thereof, take all proper steps to procure the same and, when received, pay the same to Buyer.
4. **ORDER CHANGES; TERMINATION -** No change to this PO is binding upon Buyer unless in writing specifically stating it amends this PO and is signed by Buyer, and if applicable as set forth above, an authorized member of Buyer's legal department (Assistant General Counsel or higher). Buyer may terminate and rescind all or part of the Order if: (a) Seller breaches or fails to perform any of its obligations in any material respect; (b) Seller becomes insolvent or proceedings are instituted by or against Seller under any provision of any federal or state bankruptcy or insolvency laws; or (c) Seller ceases its operation or attempts to assign or otherwise transfer its rights, obligations, or duties under this PO. Buyer may also terminate the Order and/or PO (in whole or in part) without liability and without cause for its convenience at any time by written notice to Seller subject only to payment for Services rendered and Deliverables accepted by Buyer through the date of termination. Buyer may at any time change delivery, transport or other terms hereunder upon written notice to Seller. To the extent any such change causes a material change (up or down) in cost or time, the parties will negotiate in good faith an equitable adjustment of price and/or terms. Seller waives any claim for adjustment which is not asserted in writing within 30 days of Seller's receipt of notice of the change. If Buyer terminates the Order and/or PO for any reason, Seller's sole and exclusive remedy is payment for the Deliverables and Services received and accepted by Buyer prior to the termination and Seller shall refund any unused fees which were paid in advance (calculated on a pro rata basis). Upon termination of an Order and/or PO, Seller shall deliver to Buyer all work product (completed and in process) relating to the Services and Deliverables and, unless otherwise directed by Buyer, will at no cost to Buyer return (or if elected by Buyer within 30 days of termination, destroy and certify such destruction) all Confidential Information (as hereafter defined) of Buyer obtained in connection with or related to such Order and/or PO.
5. **SHIPPING TERMS -** All Deliverables will be shipped F.O.B. Destination the "Ship To" location (set forth on the PO or as otherwise mutually agreed to by the parties in writing), freight prepaid by Seller. All Deliverables will be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure the Deliverables are delivered in undamaged condition. Seller shall be responsible for providing adequate packaging, packing, shipping and billing and shall comply with all packaging, packing, shipping and billing requirements reasonably requested by Buyer, or established by applicable laws, regulations, carrier tariffs and classifications.
6. **RISK OF LOSS -** Seller shall assume and bear all risk of loss, depreciation or damage of any kind or nature to the Deliverables, including undelivered items, until they are delivered to and accepted by Buyer at Buyer's designated location.
7. **INVOICES -** Seller shall submit all invoices to Buyer electronically in the manner designated by Buyer. Seller shall provide its ACH transfer instructions to Buyer and Seller agrees to accept payment via ACH transfer. Seller agrees that Buyer may rely on the transfer and account instructions included on any invoice or on any other transfer directions received from Seller and payment in accordance with any such payment instructions shall be deemed payment to Seller. Buyer may pre-note any account information to confirm validity of information. No invoice shall be valid prior to shipment of Deliverables or completion of Services and no payment will be made prior to receipt of Deliverables or completion of Services except as otherwise expressly stated in the Order. A valid invoice must reference a Buyer-provided PO number. Except for any amounts disputed by Buyer in good faith, Buyer shall remit payment of duly issued invoices net sixty (60) days from the date the invoice is received. The parties shall seek to resolve all disputed invoices expeditiously and in good faith. Seller shall continue performing its obligations under this PO notwithstanding any such dispute. Buyer will not reimburse expenses unless specifically agreed in an Order, in which event such expenses must be approved in advance and in accordance with Section 30 of this PO. Buyer has no obligation to pay any fees or expenses invoiced more than six (6) months after they accrue. Without prejudice to any other right or remedy it may have, Buyer

- reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
- 8 **DELIVERY & QUANTITIES** - Seller shall deliver all Deliverables and perform all Services in the quantities, and at the date and times specified on this PO or, if no time is specified, within a commercially reasonable time (the "Delivery Date"). Timely delivery of Deliverables and Services is of the essence. Without liability and at its sole discretion, Buyer may cancel late or incomplete deliveries and terminate the remainder of this PO and Seller shall indemnify Buyer against any losses, costs and expenses directly attributable to Seller's failure to deliver by the Delivery Date. If Seller delivers more than the quantity of Deliverables ordered, Buyer may reject all or any excess Deliverables. Any rejected Deliverables shall be returned to Seller at Seller's risk and expense. If Buyer does not reject Deliverables which are not in compliance with the quantity ordered and instead accepts the delivery of Deliverables at the increased or reduced quantity, the Price for the Deliverables shall be adjusted on a pro-rata basis.
- 9 **COMPLIANCE WITH LAW** - Seller (and the Services and Deliverables provided hereunder) will comply with all applicable international, federal, state and local laws, rules, regulations, orders, and ordinances (collectively, "Laws") in effect at the time of performance under this PO, including but not limited to those regarding safety and health, consumer protection and privacy Laws. Seller Represents that Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this PO.
- 10 **INSPECTION/ACCEPTANCE** - Deliverables and Services delivered (whether paid for or not) under this PO are subject to Buyer's inspection, testing, and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of Deliverables and Services which are not in accordance with this PO or Seller's representation or warranties, expressed or implied. Rejected Deliverables will be returned to Seller at Seller's expense, or may be held by Buyer for pick-up at Seller's risk and expense. Buyer's payment for any part of the Deliverables or Services under this PO shall be made with express reservation of rights and shall not be deemed acceptance of the Deliverables and Services.
- 11 **WARRANTY**- Seller Represents that all Services and Deliverables, as applicable, will be performed and/or delivered: (a) in a professional, good and workmanlike manner; (b) using reasonable care consistent with not less than the highest industry standards; (c) by personnel of Seller having a level of skill in the area commensurate with the requirements of the Order to be performed; (d) in accordance with and compliance with all Laws; (e) in compliance with the specifications contained herein and in the applicable Order; Seller Represents that all Deliverables will be: (a) new and merchantable, free from defects in design, workmanship, and materials; (b) suitable for their intended purpose; and (c) free and clear of any liens, claims, interest or encumbrances of any kind; (d) in conformance with articles shown to Buyer as a sample and (e) suitable for valid copyright registration (considering any use of generative artificial intelligence ("GAI")) to the extent the Deliverables include the creation of original works (including but not limited to advertising); and that Deliverables were not trans-shipped for the purpose of (i) evading quota or country or origin restrictions, (ii) mislabeling, or (iii) avoidance of applicable child, forced, or prison labor laws. Seller further Represents that any software included in the Services or Deliverables will conform to Seller's documentation and specifications provided to Buyer and will be free from any harmful, malicious, self-replicating or disabling code, including without limitation viruses, Trojan horses, worms, and back doors (collectively, "Harmful Code"), and that Seller will immediately correct all defects therein upon notice. Seller's published specifications for Deliverables are hereby incorporated into this PO; if such specifications conflict with this PO, this PO supersedes and controls. Without limiting Buyer's remedies, and at Buyer's option, defective or non-conforming Deliverables may be returned to Seller for full credit or replacement at Seller's expense. Seller further Represents it: (a) has the right to provide the Services and Deliverables to Buyer; and (b) will provide the Services and Deliverables without infringement or violation of any patent, copyright, trademark, technical information, know-how, trade secret, proprietary information, contractual or proprietary right, or other intellectual property right(s), whether currently existing or hereafter developed or acquired, and regardless of the jurisdiction or location where such right(s) exist ("IP Rights") of any third party. Seller Represents that: (i) it will provide Services and Deliverables in full compliance with all applicable Open Source Licenses, as hereafter defined, including without limitation all copyright notice and attribution requirements and source code offer requirements; (ii) without limiting the foregoing, with respect to the Services and Deliverables, Seller has provided full notices suitable for further compliant redistribution of any software or content subject to an Open Source License (the "Open Source Materials") in binary form; (iii) no Open Source Materials are or will be included in the Services or Deliverables unless expressly specified in the applicable SOW (including identification of the Open Source License); and (iv) if any components of the Services or Deliverables delivered by Seller to Buyer are covered by Open Source Licenses that require, as a condition of use or distribution, that the source code thereto be made available, Seller shall deliver the complete and corresponding source code (including build and installation instructions) in electronic format along with the Service or Deliverable. "Open Source License" means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, including but not limited to any license approved by the Open Source Initiative, or any Creative Commons License. Seller hereby assigns to Buyer all warranties, representations and indemnities granted to Seller by third parties in the Services and Deliverables. Buyer approval of Seller's design or materials shall not be construed to relieve Seller of its obligations hereunder. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Deliverables or Services with the foregoing warranties.
- 12 **REFERENCES TO BUYER/PUBLICITY** - Seller shall make no reference, identification, press release, advertisement or promotion regarding Buyer or Buyer's purchase or use of Deliverables and Services (including without limitation any use of Buyer's Marks (as defined below) on websites, social media, marketing materials, or any other public-facing media) without the prior written consent of the Buyer. In the event any Deliverables and Services include producing materials with Buyer's trade name or trademark ("Purchaser's Identification"), Seller agrees not to sell or otherwise dispose of any Deliverables and Services bearing any Purchaser's Identification to any other person without first removing Purchaser's Identification or obtaining Purchaser's express written consent.
- 13 **ASSIGNMENT** - Seller may not assign or transfer or otherwise convey this PO in whole or in part, whether by operation of law, merger, acquisition by a third party or otherwise, without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may assign this PO to its affiliates.
- 14 **RELATIONSHIP OF PARTIES** - Each party is an independent contractor, and nothing in this PO shall be deemed to create a partnership, joint venture, franchise, employment or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other party.
- 15 **LIENS**- Seller hereby waives and relinquishes all liens, encumbrances, interests and claims, statutory or otherwise which Seller now has or may hereafter have in the Deliverables and Services.
- 16 **INDEMNIFICATION** - To the fullest extent permitted by law, Seller will on behalf of itself and its Representatives, at Seller's sole cost and

expense, indemnify, defend and hold Buyer, its affiliates and each of their respective Representatives, successors, and assigns harmless from and against any and all third party claims, actions, suits, allegations, demands, proceedings and regulatory actions (collectively, "Claims") and all liabilities, damages, judgments, fines, penalties, settlements, costs, expenses (including reasonable attorney's fees) and charges (collectively "Losses") directly or indirectly arising from or related to a Claim from, or in connection with any actual or alleged: (a) defect in the Services or Deliverables; (b) act or omission of Seller or its' Representatives; (c) violation of any applicable Law by Seller, its Representatives or the Services or Deliverables; (d) breach of this PO by Seller or its' Representatives; (e) violation or infringement of a third party's IP Rights; (f) Harmful Code in the Services or Deliverables; or (g) arising from the gross negligence or willful misconduct of Seller or its Representatives. Seller shall obtain Buyer's written consent prior to any admission, compromise or settlement which affects Buyer's right or interests.

- 17 **INSURANCE** –During the Term of this PO and for a period of three (3) years thereafter Seller will maintain, at Seller's own cost and expense, the insurance policies set forth on Exhibit A for the joint benefit of Seller and Buyer, and Seller shall otherwise comply with the requirements set forth therein. Notwithstanding anything in this Agreement to the contrary, including any provision that would otherwise limit the liability of Seller hereunder, Buyer will not be limited in its ability to recover proceeds under such insurance policies by any limitation of liability provision and the full amount of insurance shall be available to Buyer.
- 18 **SUBCONTRACTORS** – With Buyer's written consent, Seller may engage subcontractors to perform some of the Services or provide Deliverables, provided Seller shall be responsible for the acts and omissions of each of its subcontractors and Seller shall ensure each subcontractor's performance is in compliance with Seller's obligations under this PO. Seller's entering into any subcontract shall not relieve, release or affect in any manner any of Seller's duties, liabilities or obligations hereunder, and Seller shall be and remain liable hereunder to the same extent as if Seller had performed the Services or provided Deliverables.
- 19 **SEVERABILITY** - If any provision of this PO shall be held invalid, illegal or unenforceable to any extent, the remainder of this PO shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Provisions of this PO which by their nature should apply beyond their terms will remain in force after any termination or expiration of this PO.
- 20 **WAIVER; MODIFICATIONS**- Buyer's waiver of any term or condition in this PO must be in writing and expressly approved in writing by the Buyer's legal department (Assistant General Counsel or higher) and will not be deemed a continuing waiver.
- 21 **CONTROLLING LAW; JURISDICTION** - This PO and Seller's performance under it shall be governed by and construed under the laws of the State of Delaware, without reference to conflicts of law provisions thereof. Any legal suit, action or proceeding arising out of or relating to this PO shall be instituted in the state or federal courts located in Pittsburgh, Pennsylvania, and each party irrevocably submits to the venue and exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties waive trial by jury.
- 22 **OTHER AGREEMENTS**- If the Buyer and Seller have entered into a Master Service Agreement, Master Purchase Agreement or similar overarching agreement intending to cover all Orders between Buyer and Seller (a "Master Agreement"), and in either such event there is any conflict between this PO and such Master Agreement, the terms and conditions of the Master Agreement shall control and are incorporated herein by reference. Any new terms or changes introduced in any quotation, order acknowledgment, invoice, click-wrap or click through agreement or other document other than a mutually executed written amendment to this PO which specifically references this PO are void and of no force or effect. A party's acknowledgement of receipt of such document, performance of services, payment or acceptance of payment shall not constitute agreement to any terms other than those set forth in this PO.
- 23 **SAFETY AND SECURITY** - Seller shall abide by all required industry workplace safety standards regarding Seller's work and use of tools/equipment. Seller shall safeguard its work area for the preservation of person and property in order to protect themselves and all others against injury and/or property damage. In accessing Buyer's facility or systems, Seller shall comply with Buyer's access, safety and security policies and procedures.
- 24 **CONFIDENTIAL INFORMATION** - Seller shall, and shall ensure that its officers, directors, consultants, employees, subcontractors and agents (collectively the "Representatives"), shall keep confidential (using at least the same standard of care as it uses to protect proprietary or confidential information of its own, but in no event less than reasonable care) and not publish or otherwise disclose and not use for any purpose except as permitted herein, any Confidential Information furnished to it by Buyer or its Representatives. Seller may disclose the Confidential Information belonging to Buyer solely to the extent: (a) required by applicable governmental regulations; and (b) such disclosure is to Seller's Representatives whose job performance requires such access in connection with the performance of this PO, provided that Seller shall take all necessary steps to ensure that any persons permitted to access such Confidential Information are legally bound to hold all such Confidential Information in confidence without further disclosure to any third party. "Confidential Information" means any information, in whatever form, whether written, electronically stored, orally transmitted or memorialized, that is disclosed by Buyer to the Seller, including without limitation, samples, patterns, designs, plans, drawings, pricing, discounts or rebates and information relating to a party's business activities, know how, advertising, promotions, business plans, competitive strategies, financial plans, forecasts and performance, vendor relationships, trade secrets, trade dress, product characteristics, demographics, information technology, systems, market research, Personal Information (as hereafter defined), other customer information and other confidential business information related to the conduct or strategy of the business of a party, and any other information provided to Seller which by its nature would reasonably be considered confidential. "Personal Information" means information which alone or in combination with other information can identify or reasonably be associated with a specific individual, device and/or household. For the avoidance of doubt, this definition of Personal Information includes but is not limited to any information subject to all applicable Law. Except for Personal Information which will always be Confidential Information when disclosed hereunto, Confidential Information shall not include information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the Seller; (iii) is already in Seller's possession free of any confidentiality obligations at the time of disclosure; (iv) is independently developed by Seller without use of, or reference to, any Confidential Information of Buyer. Confidential Information includes the terms and conditions of this PO. Upon Buyer's request, Seller shall promptly return or destroy all Confidential Information and other documents and other materials received from Buyer and certify such return or destruction. Buyer shall be entitled to injunctive relief for any violation of this Section. Seller shall implement commercially reasonable administrative, physical and technical security safeguards to protect the confidentiality of Buyer's Confidential Information and shall cooperate with any risk assessment requested by Buyer. Seller will not retain Buyer's Confidential Information beyond the period necessary to provide the Services and will comply with Buyer's document retention policy as provided to Seller. Within thirty (30) days after expiration of an Order, unless otherwise directed by Buyer, Seller will deliver to Buyer all Confidential Information of Buyer related to such Order.
- 25 **TRADEMARKS** - Seller acknowledges Buyer's exclusive right, title, and interest in and to all trademarks, trade names, trade dress, service marks, logos, assignees, program and event names, identifications, and other proprietary rights and privileges used by the Buyer (the "Buyer Marks"). This PO is not a license or assignment of any right, title, or interest in the Buyer Marks to Seller. Seller must not, in any manner, (i) represent that it has any ownership in the Buyer Marks, (ii) do or cause to be done anything that impairs Buyer's exclusive license in the

Buyer Marks, or (iii) use, print, or duplicate the Buyer Marks unless Seller has obtained prior written approval from Buyer. Any permitted use by Seller of the Buyer Marks is limited to the term of this PO. Upon termination, Seller must immediately cease all use of the Buyer Marks. Seller must not assign or attempt to assign any rights with regard to the Buyer Marks that arise under any PO and any such attempted assignment is void. If Buyer directs Seller to mark or label any Deliverables with a Buyer Mark, such marking or labeling must be in accordance with Buyer's specific instructions. Seller shall not sell or otherwise dispose of nor permit the sale or disposal of any good bearing any Buyer Mark (including any rejected Deliverables) to anyone other than Buyer without first obtaining Buyer's prior written consent (which Buyer may decline in its sole discretion) and then first removing all Buyer Marks. Buyer may, but is not obligated, to purchase any surplus labels, packaging or other materials bearing Buyer's Marks.

- 26 **OWNERSHIP AND WORK PRODUCT** – Neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to the performance under this PO ("Pre-Existing IP"). Seller grants to Buyer a perpetual, nontransferable, non-exclusive, paid-up right and license to use, copy, modify and prepare derivative works of Pre-Existing IP incorporated into Deliverables for Buyer internal business purposes. All Deliverables, Buyer Marks, project materials, customer and potential customer data, preferences, purchases and metrics, campaign profiles and history, models, behavioral analytics, reports, plans, designs, layouts, products, prototypes, processes, presentations, data tables, excel charts/graphs or other goods or materials created by or for Buyer pursuant to this PO or provided to Seller by Buyer for performance of the Services will be deemed Buyer Confidential Information and the sole and exclusive property of Buyer and will be used by Seller only for performance of the Services. All Deliverables and other products and works developed, created or made by Seller pursuant to this Agreement will be "works made for hire" under U.S. Copyright Act (17 U.S.C. § 101 et. seq.) and any other applicable copyright law, to the extent permitted by law. Vendor shall disclose in writing to DICK'S those portions of Deliverables that are created using GAI and shall disclose the software used and extent of human authorship and contributions to any works created with the use of GAI. Seller hereby waives any and all moral rights (including rights of integrity and attribution) in and to the Deliverables and other products and works developed. To the extent that any Deliverables and other products and works developed by Seller for Buyer pursuant to this Agreement do not constitute a work made for hire, Seller hereby assigns to Buyer all right, title, and interest that Seller may have or may hereafter acquire in all such Deliverables and other products and works, including all intellectual property rights therein. Upon request, Seller shall deliver to Buyer all such materials, as well as all supporting documentation, including, but not limited to, reports and other memoranda prepared or developed by Seller in connection with performance of the Services.
- 27 **ON-SITE SERVICES** - If Seller provides any Services at any of Buyer's sites, Seller shall (i) appropriately screen all individuals performing such Services to insure the same are qualified and fit for the Services (including background and drug-screening checks, if appropriate), (ii) shall afford (or require subcontractors to afford) such individuals minimum essential coverage under and in accordance with the Affordable Care Act and the rules and regulations thereof, (iii) ensure such individuals comply with Buyer's visitor and contractor policies and procedures. Buyer reserves the right to interview and accept or reject any employee, subcontractor or agent of Seller before assignment to Buyer's facility and may require Seller to remove any such individual from Buyer's facility at any time.
- 28 **AUDIT** - Buyer shall have the right, either directly or through its Representatives, to audit Seller's books, records, controls, procedures, and systems to verify Seller's compliance with its obligations under this PO, review its protection of Buyer's Confidential Information, to confirm the accuracy of any invoices issued and/or to verify Seller's continuing ability to provide such Services. Seller shall reasonably cooperate in any such audit. In the event Buyer has reasonable grounds for insecurity regarding Seller's performance of its obligations, Buyer shall have the right, upon demand, to require Seller provide adequate assurance of its continuing ability to perform. If such adequate assurance (as reasonably determined by Buyer) is not received within ten (10) days after demand, such failure shall constitute an incurable default by Seller.
- 29 **COMPLIANCE WITH VENDOR CODE OF CONDUCT** – In connection with all services and products performed or delivered under this PO, Seller shall comply with Buyer's "Vendor Code of Conduct" available on the Buyer's Suppliers site at: <https://www.dickssportinggoods.com/s/suppliers> as the same may be amended from time to time.
- 30 **COMPLIANCE WITH SUPPLIER TRAVEL POLICY** – In connection with all services and products performed or delivered under this PO, if the Order entitles Seller to be reimbursed for expenses, Seller shall comply with Buyer's "Travel policy for Suppliers" available on the Buyer's Suppliers site at https://s7d2.scene7.com/is/content/dksfed/dsg/scps/dsg/misc/Travel_Policy_for_Suppliers_19OctWk5.pdf as the same may be amended from time to time.
- 31 **MISCELLANEOUS** - (a) All rights granted to Buyer hereunder are in addition to and not in lieu of Buyer's rights arising by operation of law; (b) no modifications of terms in this PO are valid without written authorization of Buyer; (c) under no circumstances shall Buyer be liable for any incidental, consequential, punitive or exemplary damages in connection with this PO and Buyer's maximum liability in connection with this PO will not exceed the purchase price set forth in the Order for Deliverables and Services actually delivered and accepted; ; and (d) Seller agrees to submit all invoices via electronic data interchange ("EDI") as directed by Buyer and each party is responsible for its own costs in connection therewith. Buyer may pay all invoices via electronic fund transfers (including ACH and/or wire transactions).

EXHIBIT A

INSURANCE REQUIREMENTS

- A. Coverages.** The following Coverage minimum requirements may be met by a combination of the primary policy with a follow-form excess umbrella liability policy.

Coverages and Description	Minimum Limits of Insurance	
Commercial General Liability Coverage Coverages: Premises & Operations, Broad Form or Blanket Contractual Liability, Independent Contractors Liability, Products/Completed Operations, Personal Injury and Broad Form Property Damage Additional Requirements: DICK'S must be named as an Additional Insured – Use ISO Endorsement CG 2010 or CG 2026 (or equivalent) and CG 2037 (or equivalent)	General Aggregate	\$1,000,000 (Minimum)
	Each Occurrence (BI/PD)	\$1,000,000 (Minimum)
	Products/Completed Operations	\$1,000,000 (Minimum)
Business Automobile Liability Coverage Coverages: "Any Auto Coverage" or all leased vehicles; Blanket Contractual Coverage (Combined Single Limit for Property Damage and Bodily Injury)	Combined Single Limit	\$1,000,000 (Minimum)
Worker's Compensation Coverage	<i>Part I - Workers Compensation:</i>	
	Workers Compensation	Statutory Limits
	<i>Part II - Employers Liability:</i>	
	Bodily Injury by Accident	\$1,000,000 (Minimum)
	Bodily Injury by Disease (each Employee)	\$1,000,000 (Minimum)
	Disease Policy Limit	\$1,000,000 (Minimum)
Cyber Security Policy - Privacy and Network Security (sometimes otherwise known as Cyber Liability) Insurance providing protection against liability for (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, and (e) liability arising from the unauthorized access, loss or disclosure of private or confidential data with the following minimum limits	Each Occurrence	\$10,000,000.00 (Minimum)
Errors and Omissions Policy - Professional Errors and Omissions Insurance	Each Occurrence	\$1,000,000 (Minimum)
Excess Umbrella Liability Policy (Follow-Form)	Per Occurrence	Amount must be such that when added to the primary policy coverage, limits are equal to at least \$5,000,000
	General Aggregate	\$5,000,000 (Minimum)

B. Insurance - General Conditions.

1. The evidence of insurance must be provided on the industry standard "ACORD" form and be signed by an authorized representative of the insurance company.
2. Insurance carriers must have an A.M. Best rating of at least A-.
3. Seller will name as an Additional Insured, by policy endorsement, "Dick's Sporting Goods, Inc. and those designated by Dick's Sporting Goods, Inc., including its agents, affiliates and subsidiaries". To meet this obligation, Seller must provide DICK'S with:
 - a. Certificate of Insurance in accordance with the insurance provisions of the contract and these insurance requirements
 - b. Additional Insured Endorsement for ongoing operations ISO CG 2026 or CG 2010 (or equivalent)
 - c. Additional Insured Endorsement for completed operations ISO CG 2037 (or equivalent)

All certificates and endorsements must be forwarded to DICK'S for review prior to commencement of work by Seller.

4. In addition to naming DICK'S as Additional Insured, Cyber-insurance policy must amend the "insured versus insured" exclusion to provide coverage for claims by DICK'S against Seller (by express policy terms or endorsement).
5. All certificates and insurance policies will contain a statement that said policy is *primary* coverage to DICK'S and its agents, affiliates and subsidiaries and that any coverage maintained by DICK'S is *excess* and *non-contributory* for claims or losses resulting from the negligence of Seller.
6. All certificates and insurance policies shall include a Waiver of Subrogation in favor of DICK'S, its agents, affiliates and subsidiaries for claims or losses resulting from Seller's negligence.
7. All policies will provide for 30 days prior written notice to DICK'S and any additional insured, at the address designated by DICK'S, of any cancellation initiated by the carrier.
8. Any Excess Umbrella Liability policies will be "follow form" and cover in the same manner as the Commercial General Liability policy, Commercial Automobile Liability policy, and Employer's Liability policy, and will not contain any additional exclusions or limitations of those said policies.
9. The cost of any deductible amounts or self-insured retentions contained in any of the insurance policies are to be borne by Seller without any increase or adjustment to the applicable contract amount.
10. The minimum limits of insurance coverage required by these insurance provisions will in no way limit or diminish Seller's liability.
11. All of the above conditions will also apply to any subcontracted operations. Seller shall ensure that all subcontractors maintain insurance consistent with the above as applicable to the subcontracted operations.