1. ACCEPTANCE: The Contractor, by accepting this contract, agrees to all of the conditions and terms set forth herein, and all attachments and exhibits. If any bid inquiry that may have preceded this award does not agree with Contractor's quotation, contact the University before performance begins. If the purchase order indicates it is placed under a Federal Grant or Contract, the University shall have the right to cancel set forth in the paragraph hereof headed "Cancellation," and the right to terminate the performance of work under this contract in whole or from time to time in part in the circumstances and with the effect set forth in the "Termination Clause" contained in FAR 49-1 of the Federal Acquisition Regulations (FAR). The provisions of this clause shall not limit or affect the rights or remedies of University stated in other clauses of this order or provided by law in the event of default or breach by Contractor.

2. MATERIAL SAFETY DATA SHEETS: Contractor shall submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance (pursuant to M.G.L. C.11FR 8.9 and 10) and the regulations contained in 441 CMR § 21.06 that is shipped against this order.

3. CANCELLATION: University may cancel this contract without liability for damages or otherwise, in the event that Contractor becomes insolvent or makes an assignment for the benefit of creditors, or if the contractor or subcontractor is declared bankrupt or notified to deliver goods within a reasonable time if time is not specified, or if the order is not performed within a reasonable time after acceptance of a contract, or if the University rightfully rejects the goods or services or revoke acceptance, the University may intimate any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, in such event, the University, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.

4. INSPECTION OF GOODS: The University shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any contract or tendering with the terms of this agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to Contractor.

5. DATA SECURITY AND BREACH NOTIFICATION: The Vendor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of University data. The Vendor agrees to notify the University immediately if any breach of the security, confidentiality, or integrity of University data occurs; assist the University in investigating and remedying any security breach; and comply with all applicable Massachusetts laws and regulations regarding data security and breach notifications, such as M.G.L. c. 93H and the Health Information Technology for Economic and Clinical Health Act (HITECH Act).

6. CHOICE OF LAW: This Contract shall be construed under and governed by the Laws of the Commonwealth of Massachusetts.