1. DEFINITIONS. As used herein, the term “Buyer” shall mean the Massachusetts Convention Center Authority acting unilaterally, jointly, or in concert with its employees, agents, representatives, related or affiliated companies, parents, subsidiaries, affiliates, joint ventures, partnerships, and assigns, including without limitation MGM Resorts International (collectively the “MGM Parties”), and “G&S” shall mean the goods, materials and/or services to be purchased by the Buyer under this Purchase Order or to be furnished or provided under this Purchase Order. The term “Seller” shall mean the party supplying G&S pursuant to this Purchase Order. “MGM Springfield” shall mean Blue Tarp reDevelopment, LLC, and its parents, subsidiaries, and affiliates, and their respective officers, directors, shareholders, successors and assigns, including without limitation MGM Resorts, MBTA, the Massachusetts Port Authority, the Massachusetts Convention Center Authority, the Massachusetts Gaming Commission, and any other party with whom the MGM Parties do business with Seller or its agents, employees or representatives by any such authority, or if Buyer shall in good faith believe that the employee or representative is not being truthful, Buyer shall have the right to request, and Seller shall cooperate with, an independent investigation to the extent that such action does not place the MGM Parties in a disparaging, critical, defamatory or otherwise not in the best interests of Buyer, or the MGM Parties. Buyer shall use its best efforts to negotiate in good faith with Seller to resolve any such dispute before proceeding with an independent investigation. “MGM Parties” shall mean the party supplying G&S pursuant to this Purchase Order, and as may be provided in a separate Electronic Commerce agreement between the parties hereto.  

2. ACCEPTANCE: This Purchase Order or any oral or written revision related hereunder (collectively, the "Order") shall be deemed accepted by Seller when (a) Seller sends Buyer notices of its acceptance in writing, or (b) when Seller begins performance of the work or furnishing of the goods or services specified in this Order or any portion thereof. Notwithstanding the above, THIS ORDER IS SUBJECT TO THE CONDITION THAT SELLER MUST PROVIDE TO THE SATISFACTION OF BUYER ALL INSURANCE COVERAGE IN THE AMOUNTS DESCRIBED HEREIN OR THE TERMS AND CONDITIONS OF THE AGREEMENT WILL NOT BE EFFECTIVE UNLESS THERE IS ALSO A FORMAL WRITTEN AGREEMENT RELATED TO THIS ORDER AND SIGNED BY BOTH PARTIES. SELLER'S ACCEPTANCE IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS OF THIS ORDER AND NO ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER OR ANY OTHER THIRD PARTY WILL BE CONSIDERED TO FORM PART OF THIS AGREEMENT. ANY ALTERATION OF THIS AGREEMENT MUST BE IN WRITING AND AGREED TO BY BUYER AND SELLER. SELLER MAY NOT ASSIGN ANY PART OF THIS AGREEMENT TO ANY THIRD PARTY OR ALLOW ANY THIRD PARTY TO PERFORM ANY OF THE OBLIGATIONS OF THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER. SELLER'S ACCEPTANCE OF THIS ORDER OR ANY PORTION THEREOF OR ANY PERFORMANCE OF ANY WORK UNDER THIS ORDER AFTER DATE OF DELIVERY OF NOTICE OF ACCEPTANCE TO SELLER IS HEREBY CONSIDERED TO BE AN ATTACHMENT BY SELLER TO THE TERMS HEREOF.

3. INDEMNITY: At merchandise and/or services specified in this Order are subject to Buyer's inspection within a reasonable time after final delivery or completion. If, upon inspection, any merchandise or services is in Buyer's sole judgment, found to be unsatisfactory, defective or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of this Order, Buyer may reject such merchandise and/or services and, in the case of or更重要的内容。
22. **EEO COMPLIANCE:** Provider warrants and represents that it will fully comply with all Department of Labor and EEOC rules, regulations, guidelines, and orders including, but not limited to, Executive Order 11246, 41 CFR Ch. 60 (in particular the record keeping requirements at 41 CFR Sec. 60-1.12), 29 CFR part 471 (appendix A to subpart A), which are incorporated herein by reference, and any other applicable state and local laws relating to equal employment opportunities and affirmative action.

23. **ENTIRE AGREEMENT:** Except as provided herein or as otherwise agreed upon by the parties in a separate written agreement relating to the subject matter hereof, this Order and any documents referenced herein constitute the entire agreement between the parties regarding this Order and replace any contemporaneous oral or written communications between the parties related hereto. This Order may not be modified by any document issued by Seller or by the parties’ course of dealing, custom or usage but only by a mutually agreed upon writing signed by both parties. In the case of a conflict with this Order, the terms of such mutually agreed upon writing will prevail.

24. **DIVERSITY RESPONSIBLE SOURCING:** In alignment with Buyer’s Corporate Social Responsibility initiatives, Buyer seeks to increase opportunities for certain diverse-owned businesses and Buyer’s utilization of such companies. Seller shall use commercially reasonable efforts to identify, partner or subcontract with diverse-owned businesses based on applicable state, county and local requirements or gaming regulations. It shall be the responsibility of Seller to assess its diverse-owned business partners and ensure that such partners comply with applicable gaming regulations and required diversity certifications. Additionally, Seller may be required to provide reports to Buyer detailing payments made directly to diverse-owned businesses for services rendered on behalf of Buyer. Diverse ownership is defined as holding 51% equity and control of a business by ethnic minorities, women, veterans, service-disabled or LGBTQ. Additionally, Buyer is committed to the legal and responsible sourcing of its products and services and will not knowingly purchase products made with illegally harvested, produced and/or traded materials or goods produced in whole or in part by forced or involuntary labor. In accordance with Buyer’s Supplier Code of Conduct, which can be found at [https://www.mgmresorts.com/content/dam/MGM/corporate/csr/seo-policies/supplier-code-of-conduct-policy.pdf](https://www.mgmresorts.com/content/dam/MGM/corporate/csr/seo-policies/supplier-code-of-conduct-policy.pdf), Seller agrees to source materials from responsible sources and to conduct due diligence on its supply chain. Seller agrees that Buyer’s designated third party may audit Seller’s compliance with the foregoing. Additionally, Seller shall support Buyer’s social impact and sustainability goals for the reduction of carbon emission, energy, water and waste through its products and services and shall require a similar commitment within its operations and supply chains.