

THE OHIO STATE UNIVERSITY ADDENDUM TO VENDOR

TERMS AND CONDITIONS

COMPLIANCE WITH OHIO LAW / THIRD PARTY TERMS. Company acknowledges that University is an instrumentality of the State of Ohio and as such is subject to Ohio law, including but not limited to Ohio Revised Code Section 9.27. ORC 9.27 requires that no State contract for goods or services may contain provisions requiring indemnification, choice of law and jurisdiction other than Ohio, binding arbitration, auto-renewals, or other provisions contrary to Ohio law, and if it does, such provisions are void ab initio. Company further acknowledges that neither this Agreement nor any subsequent Addendum or embedded terms may contain any provisions that are contrary to Ohio law, and any such provisions are not applicable to the University.

To the extent that Company requires the use of third-party products or services, it agrees and acknowledges that University cannot accept any third-party terms that are contrary to Ohio Law. Company further agrees that to the extent it determines to use such third-party products and services, Company must accept such terms solely on its own behalf, and not flow down such terms to the University.

The Ohio State University

Company

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____