

Manufacturing Readiness Grants for Butler County / Digital Bridge Technical Assistance Program

Terms and Conditions

Catalyst Connection has received grant funds to implement the Butler County Digital Bridge Technical Assistance Program in accordance with the established Guidelines.

By virtue of the attached Digital Bridge Technical Assistance Program, the Company Applicant has requested a Technical Assistance funding from Catalyst Connection for implementation of the project as described in the Technical Application in coordination with the project sponsor. Contingent upon receipt of written notification from Catalyst Connection of a Technical Award (specifying the award number, grant amount and Company match amount) these terms and conditions become a contract between the Company and Catalyst Connection and apply to the use of the Technical Assistance funding and project implementation in accordance with the application Guidelines.

1. Acceptance – Entire Agreement

Acceptance of the Technical Assistance Award shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions herein which in combination with the Company's Technical Assistance Mini-Grant Application and the written Notice of Technical Assistance Award (specifying the award number, grant amount and Company cash match amount) from Catalyst Connection shall constitute the entire agreement between Catalyst Connection and the Company.

2. Obligations of Catalyst Connection

Upon Company's completion (including payment) of the project within 12 months of approval or **December 31, 2025** (whichever occurs first) with accompanying payment documentation (proof of payment) of project expenses equal to the total project value as stated in the Grant Application, Catalyst Connection shall provide payment to vendor up to 80% of the documented allowable project expenses. Reimbursement shall not exceed \$15,000. Should a project require less than the proposed budget, Catalyst Connection will decrease the Technical Assistance funding Award in proportion to the decrease in documented total project costs while maintaining the minimum 20% Company cash match as required.

3. Obligations of Company

The Company Applicant is: expected to implement the Technical Assistance project as outlined and described in the Technical Assistance Application by no later than 12 months of the approval date or **December 31, 2025** (whichever occurs first) in accordance with the Digital Bridge Technical Assistance Program Award Guidelines; expected to keep Catalyst Connection apprised of project status throughout the project term; expected to comply with these Terms and Conditions; expected to provide match to the grant at a minimum of 20% of the total project costs; expected to keep financial records and payment documentation of all project-related expenses per the Application and provide copies of said documentation upon project completion to Catalyst Connection which references the Technical Assistance Award number and is accompanied by support of match equal to the allowable project budget and costs (failure to meet the invoicing deadline or provide adequate proof of match is justification for non-payment of the Technical Assistance Award by Catalyst Connection; and expected to complete an Impact Survey after project work is complete, upon the request of the Sponsor.

4. Third Party Vendor(s)

Any third party vendor/consultant providing services within the originating project and contract scope is not related to the Company Applicant and has been selected independently by the Company based upon a vendor selection process.

5. Lobbying

No portion of the project cost will be used for lobbying or in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress.

6. Evaluation Service Agreement

This agreement is subject to the Evaluation Service Agreement on file between Catalyst Connection and the Applicant Company.

7. Termination and Suspension

Catalyst Connection may suspend performance or terminate this Contract and the Technical Assistance Award on written notice to the parties for a material violation of any of its terms; for any material misrepresentation Company made in connection with any proposal, solicitation, request, Contract or Application relied upon by Catalyst Connection; for lack of sufficient progress on the project as outline in the Technical Assistance Application; as may be practicable at any time it is notified by the funder Butler County that the funding of Catalyst Connection is or will be terminated or

suspended; in the event of a termination of the grant, a withdrawal or shortage of funding; in the event that the Company becomes debarred from state or federal contracting, becomes delinquent on state, federal, or Butler County taxes, is convicted of a criminal act, becomes insolvent, has a petition in bankruptcy filed by or against it, makes an assignment for the benefit of creditors; in the event the Company fails to pay its Fees to Consultants or vendors on time, or is otherwise in breach of this Agreement. Payment of any Grant or Technical Assistance Mini-Grant shall at times be subject to the availability of funds for the purposes of this Contract. Deliverables to the client are pending full payment by the client of total Project Cost and the Company's commitment to Match.

8. Modification and Waiver

This Contract shall not be modified, extended, or changed except by written amendment executed by or on behalf of each of the parties. No waiver by any party of a breach of any provision of this Contract shall be taken or held to be a waiver by such party of any succeeding breach or such provision of any other provisions to the Contract.

9. Controlling Law

This Contract shall be governed by the laws of Pennsylvania, the Federal DOC Guidelines, and federal guidelines published under 2CFR200. The company certifies it is not debarred, suspended, or is otherwise declared ineligible by the federal, state, or other regulatory agencies.

10. Role of Commonwealth of Pennsylvania and the United States of America

The Commonwealth of Pennsylvania and its agencies, officers, employees and agents are not parties to the Contract. Consequently, you have no right pursuant to this Contract for breach of the Contract against the Commonwealth of Pennsylvania, its agencies, employees and agents. You are also on notice of the terms and conditions of the Agreement between Butler County and Catalyst Connection, including those provisions providing for the termination of the Agreement between Butler County and Catalyst Connection. Unless otherwise prohibited by law, the Parties agree to indemnify and hold harmless Catalyst Connection, the Commonwealth of Pennsylvania, and Butler County for any loss, claim, damage, or liability of any kind involving its employees arising in connection with this agreement.

11. Assignment

Company may not assign or transfer its rights or obligations under this contract without the prior written consent of Catalyst Connection.

12. Auditable Records

The Company shall maintain such records as are necessary to assure accuracy and validity of any performance data submitted to Catalyst Connection, project Sponsor or Commonwealth. The Company shall establish and maintain such records in a manner enabling identification and documentation of both the funds provided pursuant to the Contract and the funds furnished by the Company or other sources.