

1. Offer/Acceptance. If this purchase order (“PO”) is in response to Vendor’s bid or proposal, this PO is an ACCEPTANCE of Vendor’s OFFER TO SELL in accordance with the service or product description and quantities identified therein. In the event Vendor’s bid or proposal was in response to Buyer’s solicitation, to include an RDQ, RFP, IFB, or any other form of order by Buyer, this PO incorporates the terms and conditions of such solicitation that are not in conflict with this PO. If this PO is not in direct response to, or makes reference to, Vendor’s bid or proposal, this PO is an OFFER TO BUY, subject to Vendor’s acceptance, demonstrated by Vendor’s performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by Buyer accepting a counter-offer. This PO shall supersede and control over any Vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

2. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment, or hazardous materials at the time of delivery.

3. Changes. Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded, or otherwise altered, except in writing signed by Buyer’s Purchasing Agent and accepted by Vendor. Each shipment received or service performed shall comply with the terms of this PO, unless this PO has been modified, superseded, or otherwise altered in accordance with this section.

4. Delivery. Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in Vendor’s bid or proposal as material and basic to Buyer’s acceptance. If Vendor fails to deliver or perform as and when promised, Buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge Vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, or materials (collectively “materials”) delivered by Vendor in performance of its obligations under this PO shall be the exclusive property of Buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of Buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

6. Quality. Buyer shall be the sole judge in determining “equals” with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

7. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, C.R.S., Title 4 (“CUCC”), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

8. Inspection and Acceptance. Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, Buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, Buyer may require Vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, Buyer may (a) require Vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due Vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

9. Cash Discount. The cash discount period, if any, will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized Buyer representative.

10. Taxes. Buyer is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code and from all State and local government sales and use taxes. Such exemptions apply when materials are purchased for the benefit of the Colorado Judicial Department, except that in certain political subdivisions (e.g., City of Denver) Vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to Buyer. Buyer shall not reimburse such sales or use taxes.

11. Payment. Buyer's standard payment procedures are net 45 days following Buyer's receipt of products or services and Vendor's fully complete and correct invoice. The invoice must be approved by Buyer and must correctly identify the services performed, including all dates of performance, and/or goods delivered by Vendor under this PO. If Buyer determines that the invoice is not correct, then Vendor shall make all changes necessary to correct that invoice. Buyer's acceptance of an invoice does not necessarily constitute acceptance of services performed and/or goods delivered under this PO. Buyer may require that payment occur through electronic fund transfer ("EFT"). Buyer may require Vendor to utilize Buyer's electronic vouchering/invoicing system. Buyer may recover, at Buyer's discretion, payments made to Vendor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Vendor. Buyer may recover such payments by deduction from subsequent payments under this PO, deduction from any payment due under any other contracts, grants or agreements between Buyer and Vendor, or by any other appropriate method for collecting debt.

12. Vendor Offset. *[Not Applicable to Inter-governmental POs]* Pursuant to Colorado law, the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

13. Assignment and Successors. Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of Buyer. This PO shall inure to the benefit of and be binding upon Vendor and Buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to Buyer. All assignments, subcontracts, or subcontractors approved by

Buyer are subject to all of the provisions of this PO. Vendor shall be solely responsible for all aspects of subcontracting arrangements and performance.

14. Indemnification. Vendor shall indemnify, save, and hold harmless Buyer, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by Vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO. If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, Vendor shall indemnify and hold harmless Buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application.

15. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be deemed to be an agent or employee of Buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Buyer and Buyer shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Unemployment insurance benefits will be available to Vendor and its employees and agents only if coverage is made available by Vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind Buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by Buyer, and (c) be solely responsible for its acts and those of its employees and agents.

16. Communication. All communication concerning administration of this PO, prepared by Vendor for Buyer's use, shall be furnished solely to Buyer's Purchasing Agent.

17. Compliance. Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. Insurance. Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in Buyer's solicitation, and provide proof of such coverage as requested by Buyer's Purchasing Agent. If Vendor provides services under this PO, Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as follows, and provide proof of such coverage to Buyer's Purchasing Agent:

- A. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Vendor's employees acting within the course and scope of their employment.
- B. Commercial General Liability Insurance written on an ISO occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - i. \$1,000,000 each occurrence;
 - ii. \$1,000,000 general aggregate;

- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Vendor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Buyer a certificate or other document satisfactory to the Buyer showing compliance with this provision.

- C. Automobile Liability Insurance covering any auto used in performance of this Agreement (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- D. Professional liability insurance with an aggregate limit of at least \$1,000,000. For policies written on a claims-made basis, the policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the Agreement. The insurance policy shall not contain a sexual misconduct exclusion.
- E. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability policies. Coverage required by this Agreement shall be primary over any insurance or self-insurance program carried by the State of Colorado.
- F. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Vendor, and Vendor shall notify the Buyer by certified mail, personal delivery with receipt or email of any such imminent cancellation or non-renewal within seven days after Vendor's receipt of such notice.
- G. Vendor shall require all insurance policies in any way related to this Agreement and secured and maintained by Vendor to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- H. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the Buyer.
- I. Vendor shall provide certificates showing insurance coverage required by this Agreement to the Buyer within seven business days of the Effective Date of this Agreement, if not previously provided, but in no event later than the commencement of the services or delivery of the goods under this Agreement. No later than 15 days prior to the expiration date of any such coverage, Vendor shall upload into the CMS in the "Documents & Certs" section in the "Company Profile" certificates of insurance evidencing renewals thereof. At any time during the term of this Agreement, the Buyer may request in writing, and Vendor shall thereupon within ten days supply to the Buyer, evidence satisfactory to the Buyer of compliance with the provisions of this section.

19. Termination Prior to Shipment. If Vendor has not accepted this PO in writing, Buyer may cancel this PO by written or oral notice to Vendor prior to shipment of goods or commencement of services.

20. Termination for Cause. (a) If Vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, Buyer may notify Vendor in writing of non-performance and, if not corrected by Vendor within the time specified in the notice, terminate Vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by Buyer in procuring similar goods or services elsewhere. Payment for completed services performed and

accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to Vendor as Buyer deems necessary to reimburse Buyer for excess costs incurred in curing, completing or procuring similar goods and services.(c) If after rejection, revocation, or other termination of Vendor's right to proceed under the CUCC or this clause, Buyer determines for any reason that Vendor was not in default or the delay was excusable, the rights and obligations of Buyer and Vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

21. Termination in Public Interest. Buyer is entering into this PO for the purpose of carrying out the public policy of the Colorado Judicial Branch. If this PO ceases to further such public policy, Buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of Buyer's obligations hereunder. This section shall not apply to a termination for Vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to Vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, Vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, Buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, Buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data, upon request of Buyer.

22. PO Approval. This PO shall not be valid unless it is executed by Buyer's Purchasing Agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. Fund Availability. Financial obligations of Buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

24. Choice of Law. Any dispute under or related to this PO shall be decided in accordance with the laws of the State of Colorado. The CUCC shall govern this PO in the case of goods. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado.

25. PERA Status. Vendor shall notify Buyer of the existence of any person, including Vendor himself/herself if doing business as an individual or sole proprietor, who is providing services to Buyer under this PO who is a service retiree from the Public Employee Retirement Association (PERA) of Colorado, and who is also an owner or operator, or is related to an owner or operator, of Vendor business entity. If the retiree has in the past worked as a government employee in a position covered by PERA but will not be receiving retirement benefits from PERA during the

pendency of this PO, Vendor shall also notify Buyer in the event the retiree's status changes to that of PERA benefit recipient during the pendency of this PO. If the retiree is currently receiving retirement benefits from PERA, Vendor understands and agrees, and shall also notify said retiree, that in the event the retiree experiences any reduction or loss of PERA retirement benefits due to work under this PO, Buyer shall not be liable for reimbursement of any such reduction or loss.

26. Confidentiality. In the event that Vendor obtains access to any records or files of Buyer in connection with this PO, or in connection with the performance of its obligations under this PO, Vendor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to Buyer. Vendor shall notify its employees and agents, if any, that they are subject to the confidentiality requirements as set forth above and shall provide each employee or agent with a written explanation of the confidentiality requirements before the employee or agent is permitted access to confidential data.

27. Sensitive Data. To the extent suppliers comes in contact with individual personal data owned or otherwise held by the Colorado Judicial Department as a result of performing under this PO ("Data"), supplier agrees to use such Data, if at all, only to the extent required to perform its obligations under this PO, and to abide by the requirements of any federal, state and local laws that address the protection and/or use of such Data.

28. Background Checks. Vendor acknowledges that Vendor's activities may involve heightened risks as a result of access or exposure by Vendor's employees or agents to one or more Sensitive Environments. In the event Vendor has access or exposure to a Sensitive Environment, as determined by the sole discretion of Buyer, Vendor's employees who perform services under this PO must pass a criminal background check before performing services pursuant to this PO. All such background checks will be carried out, at no charge to Vendor or the worker, by Buyer's Human Resources Division under standards developed by Buyer. In order to request a new or renewal background check, Vendor shall provide to the worker an "Authorization and Consent for Release of Information" form, in the form to be provided by Buyer, and deliver the completed form to Buyer's Purchasing Agent, who will process the request and inform Vendor of the result. The decision as to whether the worker passes the criminal background check will be in the sole discretion of Buyer. For purposes of this provision, Sensitive Environment includes but is not limited to any situation where Vendor's employees or agents: (a) are engaged in supervision of or exposure to minors or other vulnerable populations; (b) have access to confidential information, which includes any information protected or restricted by law or Colorado Judicial Department policy or that is expressly identified by the Colorado Judicial Department as confidential information; (c) have access to the Colorado Judicial Department's information technology systems; (d) are engaged in activities that involve unique or specialized risks.

29. Substitution of PO by Contract. Vendor acknowledges that Buyer may elect to replace and supersede this PO with a comprehensive, mutual contract in writing, subject to the agreement by Buyer and Vendor.

30. Signature Authority. Buyer may require Vendor to countersign this PO. In such event, by signing this PO, the person signing on behalf of Vendor hereby swears and affirms that they are authorized to act on Vendor's behalf and acknowledge that Buyer is relying on their representations to that effect.