



PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (the “Terms and Conditions”) shall apply and be incorporated into and a part of any Purchase Order (defined below) for any services performed and/or products delivered (“Services”) to Cologix, Inc. or its subsidiary or affiliate named on the attached Purchase Order (“Cologix”) by the supplier named on the attached Purchase Order (“Supplier”) for the Services specified in the Purchase Order, unless a written agreement signed by Cologix and Supplier otherwise governs, in which case, the terms of the parties’ signed, written agreement shall govern. The contract documents consist of these Terms and Conditions and the applicable Purchase Order, any attachments and addenda thereto, and are as fully a part of the parties’ agreement as if attached to these Terms and Conditions (collectively the “Agreement”). If there is any conflict between these Terms and Conditions and the applicable Purchase Order and any attachments and addenda, these Terms and Conditions and the applicable Purchase Order shall govern. The purchase of Supplier’s Services is expressly conditioned upon and subject to Supplier’s consent to all terms and conditions set forth herein. Supplier’s acceptance, as described below, shall constitute such consent.

- 1. Performance of Services and Delivery of Products.** Supplier agrees to provide the Services to Cologix described on the attached purchase order (“Purchase Order”) subject to these Terms and Conditions. Acceptance of this offer must be made on its exact terms. Supplier shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of the Services.
- 2. Fees.** The fees to be paid to Supplier shall be set forth in the applicable Purchase Order (“Fees”). The Fees includes all packaging, insurance, and applicable federal, state and local taxes, including but not limited to all sales, use or excise taxes. The Fees shall constitute full compensation for the Services and no additional charges or fees whatsoever shall be added without Cologix’s express written consent.
- 3. Payment.** Unless otherwise stated on the Purchase Order, Cologix shall pay all net undisputed amounts due to Supplier under the Agreement within forty-five (45) calendar days of Cologix’ receipt of Supplier’s invoice. All payments to Supplier shall be paid in the currency or currencies specified on the invoice. No interest charges or other penalties for late payment may be levied by Supplier without Cologix’s prior written consent. All invoices submitted to Cologix shall provide line item detail and supporting documentation, when appropriate, that is satisfactory to Cologix and which is sufficient enough for Cologix to identify the Services provided, the associated

costs and expenses incurred and the total amount due and owing.

Unless specified otherwise on the Purchase Order, Supplier shall submit invoices on a monthly basis in a form mutually agreed to by the parties. Such monthly invoices shall be sent to accounting@cologix.com or such other designee as Cologix directs in writing. If paper invoices are necessary, such invoices shall be sent to the following address:

Cologix, Inc.
1601 19th Street, Suite 650
Denver, Colorado 80202
Attn: Accounts Payable

or to such other address as may be specified by Cologix upon written notice to Supplier. Each invoice must reference the applicable Purchase Order number and Supplier hereby acknowledges and agrees that, notwithstanding anything herein to the contrary, no invoice shall be payable by Cologix that was not properly authorized through a Cologix Purchase Order.

Cologix reserves the right to withhold any payments (or portions thereof) due to Supplier without penalty or forfeiture that Cologix disputes in good faith, whether under the Agreement until such dispute with Supplier is settled. Any claims for defective Services, shortages, returns, damages, or any other claim of setoff asserted by Cologix against Supplier will at Cologix's election, in its sole discretion (i) be charged back

to Supplier; (ii) the amount thereof be deducted from payments to be made to Supplier; (iii) or will be promptly refunded to Cologix by Supplier.

4. **Title and Risk of Loss.** Products included in the Services are shipped to Cologix as DDP (delivered duty paid), title to those products, as well as risk of loss, shall remain with Supplier until such time as they are actually received by Cologix.
5. **Progress Reports and Inspections.** Supplier agrees to provide to Cologix written progress reports on the Services being performed under the applicable Purchase Order, or at such times as Cologix may reasonably request. Each such progress report shall minimally contain a summary and status of the Services performed to date and a summary of the Services planned to be performed prior to delivery of the next progress report. Additionally, upon written request by Cologix, Supplier shall furnish to Cologix such evidence as Cologix may reasonably require relating to Supplier's ability to perform its obligations under the Agreement in the manner and within the time specified. Cologix shall have the right to inspect the work at all stages and at all times.
6. **Insurance.** Supplier shall, at its expense, procure and maintain during the term of the performance of the Services hereunder, the following insurance:
 - (a) Worker's compensation insurance as required by applicable worker's compensation laws;
 - (b) Employer's liability insurance with a limit of not less than \$500,000;
 - (c) Commercial general liability insurance covering all operations of Supplier. Coverage shall include contractual liability, automobile liability (owned, hired and non-owned), operations, property damage, and personal injury with a single limit of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate;
 - (d) Additional excess liability insurance of not less than \$2,000,000 general/aggregate; and
 - (e) Professional liability insurance with a limit of not less than \$2,000,000 per claim.

Cologix and any other parties reasonably

requested by Cologix shall be listed as additional insureds under the commercial general liability policy, and Supplier shall cause its insurance carrier(s) to waive all rights of subrogation against Cologix. Supplier shall require all authorized subcontractors to carry insurance coverage similar to that described above. Supplier shall provide certificates evidencing such insurance prior to the initiation of Services. Such certificates shall provide for thirty (30) days' advance written notice to Cologix of cancellation or material modification.

7. **Limitation of Liability.** Except where a party has an indemnification obligation to the other party or where such party has acted with gross negligence or willful misconduct, in no event will either party be liable to the other party for any indirect, consequential, incidental, special or punitive damages, including, without limitation, loss of use, interruption of business or loss of profits, arising out of or in any way connected with the Agreement or the Services, even if the relevant party has been advised of the possibility of such damages.
8. **Indemnification.** Supplier agrees to indemnify Cologix, its affiliates, and its respective officers, directors, members, shareholders, employees, agents, assigns and successors, and shall hold them harmless against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) resulting from a third party claim, arising out of or alleged to have arisen out of, (a) Supplier's breach of its obligations, representations or warranties under the Agreement or (b) bodily injury, death or property damage caused by Supplier.
9. **Software.** In the event that any software is included in the Services provided by Supplier to Cologix, Supplier grants to Cologix a fully paid-up, world-wide, nonexclusive, transferable, irrevocable, license to use such software for Cologix's business purposes. Supplier shall provide Cologix with any new releases of such software and upgrades and patches to such software at no additional charge to Cologix.
10. **Ownership.** "Work Product" shall mean all deliverables and all intermediate and partial versions thereof, and all documentation, analysis, flowcharts, notes, outlines, formulas, processes,

algorithms, inventions, and any other information, or materials generated by Supplier in the performance of the Services. Supplier acknowledges that all Work Product is work made for hire and is the property of Cologix, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, Supplier hereby assigns to Cologix all of Supplier's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product.

11. Public Relations. The Agreement shall not be construed as granting to Supplier any right to use any of Cologix's or its affiliates' trademarks, service marks or trade names or, otherwise refer to Cologix in any marketing, promotional or advertising materials or activities. Without limiting the generality of the forgoing, Supplier shall not disclose (i) any contractual relationship between Cologix and Supplier, or (ii) issue any publication or press release relating directly or indirectly to (i) or (ii) above; without Cologix's prior written consent.

12. Cancellation/Termination. If Supplier breaches any term or condition of the Agreement, Cologix shall have the right to cancel/terminate any Purchase Order at any time with immediate effect without liability upon giving written notice. In the event that (i) Supplier fails to comply with the terms and conditions of the Agreement or any Purchase Order; (ii) Supplier makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization or similar relief or an involuntary petition in bankruptcy or other insolvency protection is filed against Supplier; or (iii) a receiver is appointed for Supplier's business, Cologix may, cancel any Purchase Order, or any part thereof, by notice to Supplier.

In addition, Cologix may, at any time and upon thirty (30) days written notice to Supplier, cancel any Purchase Order for Services, or any party thereof, for its sole convenience. In the event of cancellation of any Purchase Order by Cologix for any reason, Cologix shall pay to Supplier the amounts due for Services provided in accordance with the Agreement prior to the date of cancellation of the Purchase Order.

13. Relationship. Supplier shall be an independent contractor, and not an employee of Cologix, within the meaning of all applicable laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. Cologix shall not be liable for employment or withholding taxes respecting Supplier or any employee of Supplier. Supplier shall not, by reason of the Agreement, acquire any benefits, privileges or rights under any benefit plan operated by Cologix or its subsidiaries or affiliates for the benefit of their employees, including, without limitation, (i) any pension or profit-sharing plans or (ii) any plans providing medical, dental, disability or life insurance protection. Supplier agrees and acknowledges that Supplier is not authorized to enter into any contract or assume any obligation on behalf of Cologix without the prior written consent of Cologix.

14. Confidentiality. "Confidential Information" means any information relating to Cologix' business, financial standing or otherwise. Supplier agrees that it (i) will not disclose the Confidential Information to any third party except as required by law and (ii) will take reasonable precautions to protect the confidentiality of such Confidential Information. In the event that Supplier is required by law to make any disclosure of any Confidential Information, Supplier must first give written notice of such requirement to Cologix, and must permit Cologix to intervene in any relevant proceedings to protect its interests in the Confidential Information. Supplier acknowledges and agrees that damages at law would be an insufficient remedy to Cologix in the event that any of the covenants contained in this Section are violated. Accordingly, in addition to any other remedies or rights that may be available to Cologix, Cologix shall also be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of this Section, and in any proceeding in which Cologix attempts to specifically enforce any or all such covenants, Supplier hereby waives the defense that an adequate remedy at law exists.

15. General Warranties.

(a) Supplier represents and warrants that there are no actions, suits or proceedings pending and served against it before any court or administrative agency that would materially

impair its performance of its obligations under the Agreement and it has disclosed to Cologix any overtly threatened action, suit or proceeding with respect to such matter of which it is actually aware.

(b) Supplier represents and warrants that it is duly qualified to do business and is in good standing in the locations in which the Services shall be performed.

(c) Supplier represents and warrants that it has full power and authority to execute, deliver and perform its obligations under the Agreement.

(d) Supplier represents and warrants that it will comply with all applicable laws, ordinances, rules, regulations, or orders issued by any public or governmental agency, body or authority, and has obtained all applicable permits and licenses required of it in connection with its obligations under the Agreement.

(e) Supplier represents and warrants that Supplier and, to the knowledge of Supplier, each of its director and officers (A) is not an individual or entity appearing on any sanctioned party list issued by the United States, Canada, the European Union, the United Kingdom, or the United Nations, (B) is not an entity owned or controlled by an individual or entity appearing on any sanctioned party list issued by the United States, Canada, the European Union, the United Kingdom, or the United Nations, and (C) is not located or resident in a country or territory that is, or whose government is, the target of comprehensive sanctions imposed by the United States, Canada, the European Union, the United Kingdom, or the United Nations, and Supplier further represents and warrants that Supplier is and will remain in compliance with the sanctions laws of these jurisdictions in connection with the Agreement.

16. Services Warranty. Supplier represents and warrants that, in addition to all warranties implied by any and all applicable laws and other legal obligations including, without limitation, local, state and federal laws, directives, rules, assessments, regulations, filing requirements, ordinances, statutes, codes, judgments and civil and common law ("Laws"), the services included in the Services will be performed:

(a) In a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards;

(b) In accordance with the Agreement and the applicable Purchase Order; and

(c) By experienced and qualified personnel.

17. Products Warranty. Supplier represents and warrants that, in addition to all warranties implied by any and all Laws, the products included in the Services will:

(a) Be free from defects in design, workmanship or materials including, without limitation, such defects as could create a hazard to life or property;

(b) Be of first quality, free and clear of all liens, encumbrances, security interests, or adverse claims from original manufacturers, inventors, licensing agents, factors or any other entity;

(c) Be suitable for the particular end use of Cologix;

(d) Be in conformity with all applicable qualities and characteristics stated in advertisements or other communications issued or authorized by Supplier; and

(e) Be manufactured, produced, packaged, labeled, tested, certified, imported, shipped, warehoused and stored in accordance with all applicable Laws.

18. Intellectual Property Warranty. Supplier warrants that none of the Services (including, without limitation, any products delivered as part of the Services), infringes or will infringe upon any patent, copyright, trademark, service mark, trade name, trade secret or other intellectual or proprietary rights of any third party. Supplier represents and warrants to Cologix that Supplier owns, or has a valid license or other transferable right in any software and the Services.

19. Records and Audit. Supplier agrees to maintain and keep (at Supplier's place of business and at its sole expense) accurate books of account and records covering all transactions relating to the Services and the Agreement. Cologix and its duly authorized representative(s) shall have the right, at its own expense, upon reasonable notice and during normal business hours of the day to examine and copy and otherwise audit said books of account, records and all other documents and materials in the possession or under the control of Supplier with respect to the Services and the Agreement.

20. Right to Access; Identification Credentials; Facility Rules.

(a) Upon reasonable prior notice, Cologix shall provide to Supplier reasonable physical access to designated areas of its facilities in connection with the performance of Supplier's obligations hereunder. Access to Cologix's facilities shall be subject to Cologix's security rules, policies and procedures, which may be revised from time to time.

(b) Cologix shall have the right to require Supplier's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Cologix in order to exercise any right of access under the Agreement, and Supplier shall be responsible for the actions of such personnel while on Cologix's premises in accordance with the Agreement. Supplier shall immediately notify Cologix if any Supplier employee, agent, representative or subcontractor is no longer authorized by Supplier for right of access to Cologix's facilities.

(c) All employees, agents, representatives and subcontractors of Supplier shall, while on Cologix's premises, comply with all rules and regulations that have been provided to Supplier. Supplier shall acquaint itself with the conditions at Cologix's facility(ies) so that Supplier's activities will not unduly interfere with Cologix's day-to-day operations at such facility(ies). Supplier shall not stop, delay or interfere with Cologix's day-to-day operations without the prior written consent of an authorized Cologix representative. Supplier shall provide and maintain sufficient covering to protect Cologix's and its customer's equipment, furniture and other items from Supplier's activities.

(d) Supplier agrees to comply with Cologix's exit procedures following termination or expiration of the applicable Purchase Order as a condition of Cologix' final payment to Supplier. Such procedures may include, but are not limited to, notification to proper Cologix officials, returning all Cologix equipment and security badges.

21. Policies. Supplier will comply with all applicable policies and procedures as may be required by Cologix, including but not limited to Cologix's then-current Supplier Code of Conduct, as published at <https://cologix.com/wp-content/uploads/2022/11/Supplier-Code-of-Conduct-Cologix-11.28.22-.docx>. Cologix reserves the right to modify its policies and

procedures from time to time upon notice to Supplier.

22. Miscellaneous. No waiver by any party of any right or remedy under the Agreement shall be deemed to be a waiver of any other or subsequent right or remedy under the Agreement. No waiver of any term, covenant or condition of the Agreement shall be valid unless affirmed in writing. The Agreement does not create or purport to create any rights or benefits in favor of any party other than Cologix and Supplier. The Agreement and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the country or state where Cologix is incorporated or domiciled without regards to its conflicts of law rules. The parties irrevocably submit to the exclusive jurisdiction of the courts of the county or state where Cologix is incorporated or domiciled. The invalidity or unenforceability of any term or condition of the Agreement shall in no way affect the validity or enforceability of the remaining terms and conditions, which shall remain in full force and effect. Supplier shall not assign, transfer and/or subcontract any of its rights and obligations under the Agreement without Cologix's prior written consent. Subject to the foregoing, Supplier shall remain fully responsible and liable for any subcontractor engaged by Supplier. Cologix shall be entitled to assign and/or transfer any or all of its rights and/or obligations under the Agreement to any third party.