In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor agree as follows:

A. SCOPE OF CONTRACT

1. The Contractor shall provide goods and/or services (hereinafter "Goods" or "Services"), and other deliverables in accordance with the terms and conditions of this Solicitation.
2. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Any modification to the Purchase Order must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Maryland Judiciary's Procurement Policy and procedures.
3. Except as otherwise provided in the Purchase Order, if any order causes an increase or decrease in the Contractor's price of, or the time required for, the performance of any part of the work, an equitable adjustment in the Purchase Order price shall be made and the Purchase Order modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under the Purchase Order.
4. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Purchase Order as changed.

B. TERM OF THE CONTRACT

Unless the Purchase Order is terminated earlier as provided herein, the term of the Purchase Order is the period as stated in the Solicitation. The AOC, at its sole option, shall have the unilateral right to extend the Purchase Order in accordance with the Solicitation. Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive the expiration or termination of the Contract.

C. CONSIDERATION AND PAYMENT

1. In consideration of the satisfactory performance of the Services, the AOC shall pay the Contractor in accordance with the terms of the Purchase Order and at the rate specified in the Purchase Order.
2. All invoices shall be submitted within thirty (30) calendar days after the completion and acceptance by the AOC for each deliverable and include the following information: name and address of the AOC; supplier name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; and the deliverable ID number for the deliverable being invoiced. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.
3. Payments to the Contractor for each deliverable should be made no later than thirty (30) days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
4. In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with the Purchase Order. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to furnish/perform the Goods and/or Services in a satisfactory and timely manner.

D. WARRANTIES

The Contractor hereby represents and warrants that:

1. It is qualified to do business in the State of Maryland and that it will take such action as may be necessary to remain so qualified;
2. It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;
3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Purchase Order; and,
4. It is responsible for all acts and omissions of its agents, employees, and subcontractors including, but not limited to, violations of the Non-Disclosure Agreement.

E. PATENTS AND COPYRIGHTS, IF APPLICABLE

1. If the Contractor furnishes any design, device, material, process, code, or other item that is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license for the AOC's use of such item or items.

2. The Contractor shall defend or settle, at its own expense, any claim or suit against the State, AOC, or their employees acting within the scope of employment, alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also shall pay all damages and costs that by final judgment might be assessed against the State, AOC, or their employees acting within the scope of employment, due to such infringement and all attorney fees and costs incurred by the AOC to defend against such a claim or suit.
3. If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: (a) procure for the AOC the right to continue using the applicable item: (b) replace the product with a non-infringing product substantially complying with the item's specifications: or, (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.
4. If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Purchase Order awarded.

F. NON-HIRING OF EMPLOYEES

No employee of the Maryland Judiciary or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of the Purchase Order shall become or be an employee of the Contractor, as provided under MD Code, General Provisions § 5-501, *et seq*.

G. NON-EMPLOYMENT OF CONTRACTOR'S EMPLOYEES

Nothing in the Purchase Order shall be construed to create an employment relationship between the AOC and any employee of either the Contractor or the Contractor's subcontractors.

H. DISPUTES

Any claim regarding the proper interpretation of the Purchase Order shall be submitted, in writing, to the Procurement Officer together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Purchase Order in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the AOC within fifteen (15) days of the Procurement Officer's decision for adjudication pursuant to the Maryland Judiciary's Procurement Policy.

I. MARYLAND LAW

The place of performance of this Purchase Order shall be the State of Maryland. This Purchase Order shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland including MD Code, State Government § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC is a party to such an action.

J. NON-DISCRIMINATION IN EMPLOYMENT

Contractor shall not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of employees, subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.

The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace.

The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of the Purchase Order and may result in termination of the Purchase Order, disqualification of the Contractor from participating in AOC Solicitations, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to any third party. As a condition of entering into this Purchase Order, the Contractor represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this Purchase Order shall include a clause identical to the non-discrimination language above.

K. CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Purchase Order, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the execution of this Purchase Order.

L. NON-AVAILABILITY OF FUNDING

If the Maryland General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Purchase Order succeeding the first fiscal year, this Purchase Order shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination clause in the Purchase Order. The effect of termination of the Purchase Order hereunder will be to discharge both the Contractor and the AOC from future performance of the Purchase Order but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any agreed upon non-recurring costs incurred but not amortized in the price of the Purchase Order. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Purchase Order for each succeeding fiscal period beyond the first.

M. TERMINATION FOR CAUSE

If Contractor fails to fulfill its obligations under this Purchase Order properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the AOC can affirmatively collect damages.

N. TERMINATION FOR CONVENIENCE

The performance of work under the Purchase Order may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with the Purchase Order that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Purchase Order; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

O. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to perform the Purchase Order continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under the Purchase Order. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC Purchase Order, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

P. SUSPENSION OF WORK

The AOC may direct the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the AOC's convenience.

Q. PRE-EXISTING LAW

The applicable statutes and regulations of the State of Maryland are hereby incorporated in the Purchase Order.

R. FINANCIAL DISCLOSURE

The Contractor shall comply with the provisions of MD Code, State Finance and Procurement § 13-221.

S. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Title 14 of the Election Law of Maryland.

T. RIGHT TO AUDIT

1. The Contractor shall establish a reasonable accounting system and shall retain and maintain all records and supporting documents and materials relating to the Purchase Order for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State of Maryland and/or

the AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall cooperate fully with any audits or investigations conducted by the State of Maryland and/or the AOC.

2. The AOC reserves the right, at its sole discretion at any time, to perform an audit of the Contractor's performance under the Purchase Order. Auditing is defined as an independent objective assurance and consulting activity performed by qualified personnel including, but not limited to, the AOC's Internal Audit Department, to determine by investigation, examination or evaluation of objective evidence from data, statements, records, operations, and performance practices (financial or otherwise) the Contractor's compliance with the Purchase Order including, but not limited to, adequacy and compliance with established procedures and internal controls over the Purchase Order services being performed for the AOC.
3. Upon three (3) business days' notice, the Contractor shall provide the AOC reasonable access to their respective records to verify compliance with the terms of the Purchase Order. The AOC may conduct these audits with its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the AOC's election. The AOC may copy, at its own expense, any record related to the services performed and provided under the Purchase Order.
4. The right to audit shall include the Contractor's subcontractors including, but not limited to, any lower tier subcontractor(s) that provide essential support to the Purchase Order services. The Contractor and/or subcontractor(s) shall ensure the AOC has the right to audit such subcontractor(s).

U. LIABILITY FOR LOSS OF DATA

In the event of loss of any data or records, which such loss is due to the error, negligence, or intentional act or omission of the Contractor whether or not related to the performance of the Purchase Order, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such lost data or records in a manner, format, and time-frame acceptable to the AOC.

V. SUBCONTRACTING AND ASSIGNMENT

The Contractor may subcontract any portion of the services provided under the Purchase Order by obtaining the Procurement Officer's prior written approval. The Contractor may assign the Purchase Order, or any of its rights or obligations hereunder, only with the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the AOC. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

W. NOVATION AND ASSIGNMENT

If the Contractor sells its interests in the Purchase Order to another business entity (hereinafter "assignee"), the original Contractor must notify the AOC of the assignment within five (5) business days. The Contractor's assignee and the AOC must sign a novation agreeing to continue with the original terms of the Purchase Order. The assignee must accept all liability on behalf of the Contractor and submit the necessary documentation (i.e. Certificate of Insurance) with identical insurance coverage to the Contractor to the Procurement Officer within five (5) business days of notifying the AOC of the assignment.

X. OVERTIME

Contractors shall be paid according to the Purchase Order. If overtime pay is not provided for in the Purchase Order, then the Contractor shall not be provided compensation for overtime unless otherwise agreed to in advance, in writing, by the Procurement Officer.

Y. INDEMNIFICATION

1. The Contractor shall hold harmless and indemnify the AOC from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses including, without limitation, attorneys' fees and costs and disbursements of any character that arise from, in connection with, or attributable to the performance or nonperformance of the Contractor or its subcontractors under the Purchase Order.
2. The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to the Purchase Order against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under the Purchase Order.
3. The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under the Purchase Order.
4. The Contractor shall immediately notify the Procurement Officer of any claim, suit, or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Purchase Order, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

Z. LIMITATIONS OF LIABILITY

Without prejudice to the AOC's right to pursue non-monetary remedies, Contractor shall be liable as follows:

1. For infringement of patents, trademarks, trade secrets, and copyrights, as provided in § 5 of the Purchase Order;
2. For damages arising out of death or bodily injury or property damage, no limitation; and;
3. For all other claims, damages, loss, costs, expenses, suits, or actions in any way related to the Purchase Order, regardless of the form of such actions, the Contractor's liability shall not exceed five (5) times the NTE amount. Notwithstanding the foregoing, the Contractor's liability for third-party claims shall be unlimited.
4. For damages arising out of a cyber breach, defined as a breach resulting in actual or potential harm to the AOC's network, hardware, software, or other information systems.

AA. PUBLIC ACCESS TO JUDICIAL RECORDS

The AOC provides public access to records in accordance with Title 16, Chapter 900 of the Maryland Rules. If a request is made to review any records pertaining to this contract, the Contractor may be contacted by the AOC, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

BB. CONFLICT OF INTEREST

1. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State of Maryland or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.
2. "Person" includes a contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
3. The Contractor agrees that if an actual or potential conflict of interest arises after the Purchase Order commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Purchase Order has been awarded and performance of the Purchase Order has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary actions to be taken. The existence of a conflict of interest is cause for termination of the Purchase Order as well as disciplinary action against an employee for whom a conflict exists.

CC. OWNERSHIP AND RIGHTS IN DATA

1. In addition to the requirements stated in the Solicitation, the Contractor agrees to furnish the AOC with copies of the following: computations, computer files, data, model(s), transmittal letters, response letters, training materials, and all other documents or correspondence pertinent to the operation of this Purchase Order.
2. The AOC shall be the owner of all materials developed under this Purchase Order and shall be entitled to use, transfer, disclose, and copy them in any manner without restriction and without compensation to the Contractor. Without the AOC's prior written consent, Contractor may neither use, execute, reproduce, display, perform, distribute (internally or externally), retain copies of, or prepare derivative works based on, these Materials nor authorize others to perform those acts.
3. The Contractor agrees that, at all times during the terms of the Purchase Order and thereafter, all materials developed under the Purchase Order, shall be "works for hire" as that term is interpreted under U.S. copyright law. To the extent that any of these materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) in such materials, and shall cooperate with the AOC in effectuating and registering any necessary assignments.
4. The AOC shall retain full ownership over any materials that the AOC provides to the Contractor under the Purchase Order.

DD. FORCE MAJEURE

Neither the AOC nor Contractor shall incur liability to each other with respect to, and shall not be responsible for any failure to perform, any of their obligations hereunder if such failure is caused by any reason beyond the control of the AOC or Contractor including, but not limited to, strike, labor trouble, governmental rule, regulations, orders, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, pandemic, or failure or disruption of utility services (Force Majeure Event).

EE. NOTICES

All notices required to be given by one party to the other hereunder shall be in writing.