PURCHASE ORDER TERMS AND CONDITIONS
(FOR GOODS AND/OR SERVICES)

1. **PURCHASE OF GOODS AND SERVICES.** The Agua Caliente Band of Cahuilla Indians, a federally recognized Indian tribe; Agua Caliente Tribal Corporation, a federally chartered Section 17 corporation; or any department, agency, commission, committee, authority, board, enterprise, subordinate entity, or instrumentality of either of the foregoing entities (**"Tribal Entity"**), agrees to purchase, and Vendor agrees to sell, the goods (**"Goods"**) and/or the services (**"Services"**) set forth on the face of the Purchase Order. For the avoidance of doubt, the "Purchase Order" and these "Purchase Order Terms and Conditions" shall be collectively hereinafter defined as this **"Purchase Order."**

2. **VENDOR.** The term **"Vendor," "Supplier," "Contractor,"** or any other named party whenever appearing on the face of the Purchase Order or any attachment thereto shall mean the seller or supplier of the Goods and/or Services named on the face of the Purchase Order and all individuals, officers, directors, employees, agents, contractors, or subcontractors of such seller or supplier. References to the term **"Vendor," "Supplier," "Contractor,"** or any other party whenever appearing on the face of the Purchase Order or any attachment thereto shall mean the term **"Vendor"** as referenced in these Purchase Order Terms and Conditions. While engaged in carrying out this Purchase Order, Vendor is an independent contractor, and not an officer, employee, or agent of Tribal Entity.

3. **TERMINATION FOR CONVENIENCE.** Tribal Entity may terminate this Purchase Order, in whole or in part, for its convenience at any time by providing written notice to Vendor**.** Such termination shall be effective upon Vendor's receipt of the notice unless otherwise specified. Upon receipt, Vendor shall immediately stop all performance, cancel subcontracts to the extent directed, and take all reasonable actions to mitigate costs**.** Tribal Entity's liability under this Section shall be limited to payment for conforming Goods delivered and accepted, and Services performed to Tribal Entity's satisfaction prior to the termination date. In no event shall Tribal Entity be liable for lost profits, incidental, or consequential damages resulting from such termination.

4. **DELIVERY DATE.** Goods must be shipped and must arrive at the destination specified on the Purchase Order as "Ship To" and Services must be provided by Vendor by the request date specified therein (**"Required Delivery Date"**). Any failure by Vendor to meet the Required Delivery Date will constitute a material breach of this Purchase Order and Tribal Entity may cancel any Goods not delivered and/or Services not performed in a timely manner without liability. Vendor must notify Tribal Entity immediately if Vendor reasonably believes Vendor will not be able to meet the Required Delivery Date for any reason and provide Tribal Entity with a schedule that Vendor reasonably believes it will be able to meet. It is within Tribal Entity's discretion whether it will accept the revised schedule.

5. **GOVERNING PROVISIONS.** All Goods and/or Services that Tribal Entity accepts shall be deemed to be only an acceptance of such Goods and/or Services in accordance with these Purchase Order Terms and Conditions, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, or other Vendor form (even if Tribal Entity has signed the Vendor form) and notwithstanding Tribal Entity's act of accepting or paying for such Goods and/or Services or any similar act of Tribal Entity. Tribal Entity hereby rejects any different or additional terms and conditions proposed by Vendor. If this Purchase Order is sent to Vendor in response to a quotation or an offer of Vendor submitted to Tribal Entity, the terms of this Purchase Order shall (i) supersede and control all provisions in the quotation or offer of Vendor; (ii) be a rejection of such quotation or offer from Vendor; and (iii) constitutes an offer to Vendor**.** Vendor's shipment of Goods or performance of the Services covered by this Purchase Order, or Vendor's acceptance of any payment made by Tribal Entity pursuant to this Purchase Order, shall constitute Vendor's acceptance of this Purchase Order (including these Purchase Order Terms & Conditions), as fully as if Vendor had accepted in writing. In the event of a conflict between the terms on the face of the Purchase Order and these Purchase Order Terms and Conditions, such terms in these Purchase Order Terms and Conditions shall prevail. No oral modifications of this Purchase Order shall be binding on Tribal Entity. Any modifications and alterations or superseding agreements to the terms contained in this Purchase Order shall be reduced to writing and signed by Tribal Entity.

6. **PURCHASE PRICE.** The purchase price for the Goods and/or Services shall be the amount set forth on the face of the Purchase Order. Vendor represents that the prices quoted to or paid by Tribal Entity will not exceed current prices charged to any other customer of Vendor on the date of this Purchase Order for items that are the same or substantially similar to the Goods and/or Services, taking into consideration the quantity and scope of the Goods and/or Services under consideration, and Vendor will forthwith refund any amounts paid by Tribal Entity in excess of the price.

7. **DELIVERY RISK OF LOSS.** All orders will be FOB Agua Caliente Indian Reservation if not otherwise specified. Risk of loss or damage to the Goods must remain with Vendor until the Goods have been delivered to and accepted by Tribal Entity. All Goods and/or Services will be received by Tribal Entity subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. Tribal Entity will be allowed a reasonable period of time to inspect the Goods and/or Services and to notify Vendor of any nonconformance with the terms and conditions of any specifications. Tribal Entity may reject any Goods and/or Services that do not conform to the terms and conditions of any specifications. Any Goods and/or Services rejected may be returned to Vendor at Vendor's risk and expense**.** Title and risk of loss to Goods shipped shall only pass to Tribal Entity upon Tribal Entity's inspection and acceptance of such items on the Agua Caliente Indian Reservation.

8. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. Tribal Entity order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Order number must accompany each box or packing shipment. Tribal Entity's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by Tribal Entity must be shipped in separate boxes or containers for each destination, at no charge.

9. **INVOICES.** An invoice must be mailed to Tribal Entity at the address specified in the Purchase Order as "Bill To" no later than the 5th day after shipment is made. Individual invoices must be issued for each shipment against each Purchase Order. Invoices must contain the Purchase Order number, description of the Goods and/or Services, unit prices, quantities billed, and extended totals.

10. **DISCOUNTS.** The date used as the basis for discount calculation shall be computed from the date of receipt of an invoice for Goods and/or Services.

11. **CHANGES.** Tribal Entity has the right, by written notice, to change the quantity or specifications of the Goods and/or Services ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, Vendor must proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the Purchase Order modified in writing accordingly. Vendor must deliver to Tribal Entity as promptly as possible, and in any event within thirty (30) days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within thirty (30) days by detailed specification of the amount of the price adjustment and supporting cost figures. Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedules.

12. **TAXES.** As a federally recognized Indian tribe, Tribal Entity is not subject to state or local taxes on transactions completed on its Reservation. All shipments shall be sent FOB Agua Caliente Indian Reservation, stating that the sale is complete and title passes only upon Tribal Entity's acceptance of delivery on the Reservation. Failure on Vendor's part to follow all or part of the foregoing instructions, releases Tribal Entity of all responsibility for applicable state and local taxes.

13. **WARRANTY.** Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to detailed design furnished by Tribal Entity, Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by Tribal Entity, and that such Goods if installed by Vendor shall conform to applicable specifications. Vendor also warrants that all Services will be performed and delivered in a professional, first-class manner in accordance with this Purchase Order and the standards prevailing in the industry. Vendor's warranties, together with its service guarantees, must run to Tribal Entity and its customers or users of the Goods and/or Services and must not be deemed exclusive. Tribal Entity's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and/or Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

14. **LICENSES, PERMITS.** Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as required by law, in connection with furnishing the Goods and/or Services set forth in this Purchase Order.

15. **COMPLIANCE WITH APPLICABLE LAW.** Vendor agrees to comply with all applicable federal, state, Tribal, and local law in connection with the performance of this Purchase Order.

16. **INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS.** To the fullest extent permitted by law, and except to the extent arising from the sole negligence, active negligence, or willful misconduct of Tribal Entity, Vendor shall indemnify, defend, and hold harmless Tribal Entity, and its officers, employees, managers, agents, and Tribal Council members (collectively, the **"Indemnified Parties"**), from and against any and all claims, demands, causes of action, liabilities, damages, losses, expenses, and costs (including reasonable attorneys' fees and costs of suit) that arise out of, relate to, or are in any way connected with: (i) the Goods and/or Services provided under this Purchase Order, including, but not limited to any alleged defect in the design or manufacture of the Goods or any intellectual property claim, including patent claims, arising from the Goods; (ii) any breach by Vendor of its obligations under this Purchase Order; or (iii) the acts, omissions, operations, or conduct of Vendor, its employees, agents, subcontractors, or any party acting under or through Vendor in connection with this Purchase Order. The indemnification, defense, and hold harmless obligation includes, but is not limited to, claims made by or on behalf of any person or entity employed by or acting under Vendor, including claims for compensation or benefits, whether or not Tribal Entity benefited from such services. The parties further agree that any payments, expenses, or costs incurred or paid by Tribal Entity under its workers' compensation program on behalf of an injured employee are included as indemnifiable losses under this Section. The indemnification, defense, and hold harmless obligation shall survive the expiration or earlier termination of this Purchase Order.

17. **CONFLICTS BETWEEN DEFENSE AND INDEMNITY; INSURANCE RESERVATION OF RIGHTS.** In the event Vendor's insurer asserts a reservation of rights or fails to undertake the defense of Tribal Entity as required, Vendor shall, within five (5) business days of written notice from Tribal Entity, retain independent counsel—subject to Tribal Entity's prior written approval—to defend the Indemnified Parties at Vendor's sole expense. Failure to do so shall entitle Tribal Entity to select and retain its own counsel, at Vendor's expense, without prejudice to any other rights. Vendor's duty to defend is independent of its duty to indemnify and shall apply regardless of whether liability is ultimately established. In the event of any actual or potential conflict of interest, including any allegation of comparative fault, the Indemnified Parties shall have the right to separate legal counsel at Vendor's expense.

18. **INSURANCE.** Subject to the discretion of Tribal Entity, Vendor may be required to provide, prior to the performance of Services or the provision of Goods required by this Purchase Order, the minimum levels of insurance set forth in **Exhibit 1**, which is attached hereto and incorporated herein by reference if required.

19. **INTERPRETATION.** The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.

20. **GOVERNING LAW, EXCLUSIVE JURISDICTION, NO WAIVER OF SOVEREIGN IMMUNITY.** Tribal Entity and Vendor acknowledge and agree that the consummation of the transaction set forth herein is to occur entirely within the Agua Caliente Indian Reservation. As such, the formation, interpretation, enforcement, and performance of this Purchase Order shall be governed by the following laws, which are stated in their order of priority in the event of a conflict between them: the laws of the United States, the laws of the Agua Caliente Band of Cahuilla Indians and, to the extent applicable, the laws of the State of California. The purchase of the Goods shall take place on the Agua Caliente Indian Reservation. If Vendor seeks to resolve any dispute, claim, or controversy arising out of or relating to this Purchase Order, Vendor expressly and irrevocably submits to the sole and exclusive jurisdiction and venue of the Agua Caliente Band of Cahuilla Indians Tribal Court, and waives any right to remove, transfer, or otherwise contest such jurisdiction or venue in favor of any other court, forum, or tribunal. Nothing in this Purchase Order, nor any performance, conduct, statement, or activity of Tribal Entity or its officers, directors, employees, or agents, shall be deemed or construed as a waiver of sovereign immunity. The sovereign immunity of Tribal Entity is hereby expressly preserved in full.

21. **REMEDIES.** In the event of Vendor's breach of this Purchase Order, Tribal Entity may take any of the following actions without prejudice to any other rights or remedies available to Tribal Entity by law: (i) require Vendor to repair or replace any defective or nonconforming Goods, and upon Vendor's failure or refusal to do so, repair or replace the same at Vendor's expense; (ii) reject any shipment or delivery containing defective or nonconforming Goods and return for credit or replacement at Vendor's option; said return to be made at Vendor's cost and risk; (iii) cancel any outstanding deliveries and treat such breach by Vendor as Vendor's repudiation of this Purchase Order; or (iv) require Vendor to promptly make necessary revisions or corrections to Services performed to resolve errors and omissions on the part Vendor. Vendor waives any claim for lost profits, incidental damages, or consequential damages arising from Tribal Entity's breach of this Purchase Order. Vendor's sole and exclusive remedy shall be limited to the lesser of: (x) the return of conforming Goods, (y) the purchase price actually paid by Tribal Entity for such Goods or Services, or (z) the reasonable cost of Services properly performed and accepted prior to such breach, as documented in accordance with this Purchase Order.

22. **ASSIGNMENT AND DELEGATION.** Vendor shall not assign, hypothecate, delegate, sublet, or transfer, either directly or by operation of law, any interest in or duty under this Purchase Order without the prior written approval of Tribal Entity, which may be withheld in its sole discretion.

23. **FORCE MAJEURE.** Neither party shall be liable for any failure or delay in performance under this Purchase Order due to causes beyond its reasonable control and not caused by its negligence or fault, including but not limited to: acts of God (as defined below); war or terrorism; riots; labor disputes; utility or communication failures; pandemics; or government-imposed restrictions or embargoes. The affected party shall notify the other party in writing as soon as reasonably practicable, but no later than five (5) business days after the occurrence of the event and shall use diligent efforts to resume performance. If the force majeure event continues for more than thirty (30) days, Tribal Entity may terminate this Purchase Order without liability. **"Acts of God"** shall mean cataclysmic natural events not typical in the locality and caused solely by nature, such as earthquakes, tornadoes, and hurricanes.

24. **TARIFF ADJUSTMENT RESTRICTIONS.** Vendor's pricing under this Purchase Order is firm and fixed and shall not be increased except as expressly permitted under this Section**.** Vendor's pricing may be adjusted only to reflect actual, verifiable increases resulting from newly imposed or materially modified tariffs, duties, taxes, or similar governmental charges (collectively, **"Tariff(s)"**) that were not in effect, publicly announced, or reasonably foreseeable as of the effective date of this Purchase Order and that are directly applicable to Vendor's offering, including any hardware, software, or service components. Vendor shall provide Tribal Entity with prompt written notice of any such Tariff, or anticipated change to any Tariff, which may result in a price adjustment. Such notice shall: (i) describe the specific Tariff or governmental measure at issue, including the issuing authority, the effective date, and a description of how it directly impacts Vendor's costs; (ii) specify the amount of the proposed increase and the affected Goods or Services; (iii) identify the portion of the cost increase directly attributable to the new or modified Tariff; and (iv) include documentary evidence sufficient to substantiate the increased cost, which may include: (a) the applicable published tariff schedule; (b) a detailed statement or invoice from a licensed customs broker; (c) the voucher packet for the inbound shipment; (d) applicable bills of lading; or (e) other contemporaneous, auditable financial records clearly demonstrating the imposition and amount of the Tariff. For purposes of this Section, **"reasonably foreseeable"** includes, without limitation, tariffs that have been formally proposed, publicly announced by a government authority, or included in official rulemaking dockets (e.g., notices published by the U.S. Trade Representative or foreign equivalents) prior to the effective date of this Purchase Order. **"Contemporaneous, auditable financial records"** include, but are not limited to, vendor quotes dated prior to and after the tariff event, comparative purchase orders, and documented supplier communications that clearly demonstrate the impact of the tariff. Vendor shall not pass on any increased costs to Tribal Entity unless and until Tribal Entity, in its sole and absolute discretion, has reviewed the notice and supporting evidence and has provided prior written approval of the proposed adjustment. Tribal Entity shall have ten (10) business days from receipt of the complete notice and supporting documentation to approve or reject the proposed increase. Failure to respond within that time shall constitute a rejection. Any pricing adjustment approved under this Section shall be limited to the actual, direct cost increase incurred by Vendor and shall exclude any mark-up, overhead, or indirect costs. Tribal Entity reserves the right to audit Vendor's books and records upon reasonable notice and during normal business hours to verify the legitimacy of any claimed Tariff increase. If Tribal Entity does not approve the proposed increase, Tribal Entity may, at its sole option and without penalty or liability, cancel the affected portion of the purchase.

25. **TARIFF REDUCTIONS, REPEALS, OR REFUNDS.** If any Tariff or governmental charge that was the basis for a price adjustment under this Purchase Order is subsequently repealed, reduced, or refunded in whole or in part, Vendor shall: (i) promptly notify Tribal Entity in writing of such change, including the effective date and amount of the repeal, reduction, or refund; and (ii) provide documentation substantiating the change, including revised tariff schedules, refund statements from customs brokers, credit memos, or similar official records. Within thirty (30) days of the effective date of the change or Vendor's receipt of a refund, whichever is earlier, Vendor shall: (x) issue a credit or refund to Tribal Entity in an amount equal to the excess charges previously paid by Tribal Entity attributable to the repealed, reduced, or refunded Tariff; or (y) if the change affects future pricing, reduce the applicable pricing for affected goods or services to reflect the Tariff savings**.** Tribal Entity reserves the right to audit Vendor's books and records to verify the amount of any refund or cost reduction due under this Section**.** Vendor's obligations under this Section shall survive the expiration or termination of this Agreement. All refunds or credits issued under this Section shall be clearly itemized and traceable to the original Tariff adjustment. Tribal Entity may elect, in its sole discretion, whether to receive any refund as a direct payment, credit against future invoices, or other form of adjustment. Vendor shall honor Tribal Entity's election and process the refund accordingly within the thirty (30) day period.

26. **CONFIDENTIALITY.** Vendor agrees to keep confidential and not disclose to any third party, without Tribal Entity's prior written consent, any non-public information, including specifications, pricing, technical data, designs, business plans, and other proprietary materials disclosed by Tribal Entity in connection with this Purchase Order (**"Confidential Information"**). Confidential Information shall be used solely for performance under this Purchase Order and shall be returned or destroyed upon request. Vendor shall take all reasonable steps to protect the confidentiality of such information, including by requiring any subcontractors to be bound by written confidentiality obligations no less protective than those contained herein. This Section shall survive the expiration or termination of this Purchase Order.

27. **ENTIRE AGREEMENT.** This Purchase Order represents the entire agreement between Tribal Entity and Vendor as to those matters contained herein.