

MASTER COLLABORATION AGREEMENT

This Master Collaboration Agreement (this "**Agreement**"), dated as of _____ (the "**Effective Date**"), is entered into by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo (hereinafter "CSU Pueblo" or "the University") and Aladdin Food Management Services, LLC a West Virginia Limited Liability Company (hereinafter "Service Provider"), with offices located at 6000 Town Center Blvd, Suite 120, Canonsburg, PA 15317 ("**Service Provider**"). CSU Pueblo together with the Service Provider are the "**Parties**", and each a "**Party**").

WHEREAS, CSU Pueblo is desirous of creating a Master Collaboration Agreement in which one service provider will provide various auxiliary and operational services to the campus to leverage the power of the private market to enhance academic foundations and increase the caliber of services to the University's students and the community;

WHEREAS, CSU Pueblo issued its CSU Pueblo Request for Proposals RFP25-00001 dated August 15, 2024 ("RFP"), in response to which Service Provider submitted a Proposal dated October 2, 2024 ("Proposal"), detailing the nature and specifications of the proposed services to be provided;

WHEREAS, Service Provider has the capacity to collaborate with CSU Pueblo to provide auxiliary services in dining and food services, events management, student housing management, parking management, bookstore management, and other services to be determined;

WHEREAS, Service Provider will invest certain financial resources in University operations; and

WHEREAS CSU Pueblo desires to retain Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services;

THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and CSU Pueblo agree as follows:

1. Services.

1.1 Service Provider shall provide to CSU Pueblo the services (the "**Services**") set out in one or more statements of work to be issued by CSU Pueblo and accepted by Service Provider (each, a "**Statement of Work**"). Statements of Work shall be deemed accepted and incorporated into this Agreement only if signed by the Service Provider Agreement Manager (as defined in Section 2.1(a) below) and the CSU Pueblo Agreement Manager (as defined in Section 3.1 below), appointed pursuant to Section 2.1(a) and Section 3.1, respectively. The Service Provider shall provide the Services in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement.

1.2 Service Provider may, with the prior written approval of CSU Pueblo, subcontract services from other entities, but shall maintain responsibility for those services. If CSU Pueblo does not approve of the subcontractor or the provisions of any agreement between the Service Provider and a subcontractor, CSU Pueblo may contract with an entity of its choice through its established procurement processes for any auxiliary or operational service contemplated under this Agreement. CSU Pueblo must provide the terms and conditions to Service Provider of any such agreement and Service Provider will have 30 days in which to make an offer or provide the same services and benefits on similar terms and conditions. If service Provider is able to match the proposed agreement, then Service Provider will be awarded that contract as a Scope of Work.

1.3 For the sake of clarity, other than with respect to dining and food services, nothing in this Agreement shall be construed to prevent CSU Pueblo from performing for itself or from acquiring from other providers services that are similar to or identical to the Services.

2. Service Provider Obligations. Service Provider shall:

2.1 Appoint representatives to the following positions after obtaining CSU Pueblo's consent, which consent shall not be unreasonably withheld, conditioned, or delayed:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Agreement Manager**").

(b) A sufficient number of employees or Service Providers to perform the Services set out in each Statement of Work, each of whose names, positions, and respective levels of experience and relevant licenses shall be set out in the respective Statement of Work (collectively, with Service Provider Agreement Manager, "**Provider Representatives**").

2.2 Make no changes in Provider Representatives except:

(a) With the prior consent of CSU Pueblo which consent shall not be unreasonably withheld, conditioned, or delayed.

(b) At the request of CSU Pueblo, in which case Service Provider shall use its best efforts to promptly appoint a replacement. If said request is based on the Provider Representative violating any federal, state or local laws, rules regulations or any policies of CSU Pueblo or potentially creating a risk to the safety and health of the CSU Pueblo campus or any person at CSU Pueblo, the Provider Representative will be immediately removed from campus and any spaces controlled or utilized by CSU Pueblo.

(c) Upon the resignation, termination, death, or disability of any existing Provider Representative.

2.3 Assign only qualified, legally authorized Provider Representatives to provide the Services.

2.4 Comply with all applicable laws and regulations in providing the Services.

2.5 Comply with all CSU Pueblo rules, regulations, and policies of which it has been made aware, in its provision of the Services.

2.6 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services, in such form as CSU Pueblo shall approve. During the Term (as defined in Section 5.18.1) and for a period of three (3) years after the termination of this Agreement, upon CSU Pueblo's written request, Service Provider shall allow, without delay, CSU Pueblo or CSU Pueblo's representative, to include the CSU System Internal Auditing office, to inspect and make copies of its records and interview Provider Representatives in connection with the provision of the Services. Service Provider agrees to cooperate fully with the CSU System Office of Internal Audit and any external auditor for auditing purposes.

2.7 Investments. In consideration of executing this Agreement, Service Provider will provide to CSU Pueblo, or a financial entity designated by CSU Pueblo, the investment of TEN MILLION DOLLARS (\$10,000,000) (the "Total Investment") to be used by CSU Pueblo for the enhancement of current and future University operations. The Total Investment will be amortized over a ten-year period and paid to CSU Pueblo in two tranches. The Total Investment shall be solely related to this Master Collaboration Agreement and any further investments will be negotiated by the Parties.

(a) The first tranche will be a payment of Five Million Dollars (\$5,000,000.00) to be paid on or before July 1, 2025. The second tranche will be a payment of an additional Five Million Dollars (\$5,000,000) to be paid when CSU Pueblo enters into a Master Development Project agreement with one or more developers to develop a mixed-use improvement to the CSU Pueblo campus, which the parties anticipate will include retail, housing and lodging facilities.

(b) In the event this Agreement is terminated prior to the expiration of a ten-year period from the Effective Date, CSU Pueblo will repay Service Provider a pro-rata amount according to the remaining period, to be paid within two years from the date of termination.

(c) This section 2.7 shall survive termination of this Agreement until such time as the obligations hereunder are satisfied.

3. CSU Pueblo Obligations. CSU Pueblo shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**CSU Pueblo Agreement Manager**"), with such

designation to remain in force unless and until a successor CSU Pueblo Agreement Manager is appointed, in CSU Pueblo's sole discretion.

3.2 Require that the CSU Pueblo Agreement Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services. Additionally, a Master Collaboration Oversight Board shall be created that will consist of CSU Pueblo stakeholders, Service Provider Partners and subsequent subcontractors.

4. Fees and Expenses.

4.1 In consideration of the Services to be performed under this Agreement, CSU Pueblo shall pay to Service Provider a fee determined in accordance with the fee schedule set out in each Statement of Work. Unless otherwise provided in the Statement of Work, said fee will be payable within 30 days of receipt by CSU Pueblo of an invoice from Service Provider accompanied by documentation reasonably requested by CSU Pueblo evidencing all charges. Service Provider will be required to submit the invoice within 15 days of the Service Provider's fiscal month closing date. CSU Pueblo shall at all times have the right to reasonably request clarification and supporting documentation for any charge appearing on an invoice. Payment method shall be electronic via AFT/ACH transfer, or another acceptable electronic method agreed upon between the parties. In the event payment is not made within thirty (30) days of the due date, if the invoice was provided timely as indicated above, the invoice will be subject to a finance charge of twelve percent (12%) per annum or, if less, the maximum amount permitted under applicable law. The right of Service Provider to charge the finance charge shall not be construed as a waiver of Service Provider's normal entitlement to receive timely payment as set forth herein.

4.2 The fees set forth in this Agreement shall cover and include all sales and use taxes, duties, and charges of any kind imposed by a federal, state, or local governmental authority on amounts payable by CSU Pueblo under this Agreement, and in no event shall CSU Pueblo be required to pay any additional amount to Service Provider in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Term, Termination, and Survival.

5.1 This Agreement shall commence as of the Effective Date and shall continue until June 30, 2030 (Initial Term). The Agreement may be renewed for five (5) one-year terms thereafter for a maximum of 10 years (From July 1, 2025) total for the Agreement unless sooner terminated pursuant to Sections 5.2 or 5.3. Except as otherwise provided in section 2.7, all outstanding amounts owed to Service Provider shall become due and payable immediately upon termination.

5.2 Commencing on July 1, 2030, either Party in its sole discretion may terminate this Agreement or any Statement of Work, in whole or in part, at any time

without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 180 days' prior written notice to. Termination of this Agreement terminates any outstanding Statements of Work. No party may terminate this Agreement without cause prior to the end of the Initial Term (June 30, 2030).

5.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.4 Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly:

- (a) Deliver to CSU Pueblo all documents, work product, and other deliverables, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services for which CSU Pueblo has paid but excluding Service Provider’s proprietary materials or pre-existing intellectual property.
- (b) Return to CSU Pueblo all CSU Pueblo-owned property, equipment, or materials in its possession or control.
- (c) Remove any Service Provider-owned property, equipment, or materials located at CSU Pueblo's locations.
- (d) Deliver to CSU Pueblo, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on CSU Pueblo's Confidential Information.

(e) Provide reasonable cooperation and assistance to CSU Pueblo upon CSU Pueblo's written request and at CSU Pueblo's expense, in transitioning the Services to an alternate service provider.

(f) On a pro rata basis, repay all fees and expenses paid in advance for any Services that have not been provided.

(g) Permanently delete all of CSU Pueblo's Confidential Information from its computer systems and business records.

(h) Certify in writing to CSU Pueblo that it has complied with the requirements of this Section 5.4.

6. Remedies.

6.1 If the Service Provider violates any provision of this Agreement, CSU Pueblo shall, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against the Service Provider prohibiting further actions inconsistent with the Service Provider's obligations under this Agreement.

6.2 In the event Service Provider fails to satisfactorily perform any of the Services on a timely basis, the CSU Pueblo shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, to take one or more of the following steps:

(a) Suspend Service Provider's right and obligation to complete its performance of the Services until such time as the Service Provider demonstrates to CSU Pueblo's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement;

(b) Itself provide and/or engage a replacement Service Provider to provide any or all of the delayed or unsatisfactory Services;

(c) Assign one or more of its representatives to supervise and work with the Service Provider to correct and mitigate the effects of the Service Provider's breach;

(d) Withhold payment of any amounts otherwise due to the Service Provider in a sufficient amount to set off against any damages caused to CSU Pueblo as a consequence of the Service Provider's breach.

6.3 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

7. Remedies Under Colorado's False Claims Act. CSU Pueblo may seek all rights and remedies available it for Service Provider's infringement upon the Colorado False Claim Act, C.R.S. § 24-31-1201, *et. seq.*, as now or hereafter amended.

8. Intellectual Property Infringement.

8.1 If Service Provider infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, Service Provider shall, at the CSU Pueblo's option (i) obtain for CSU Pueblo or Service Provider the right to use such intellectual property; (ii) replace any goods, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (iii) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid thereof to CSU Pueblo.

8.2 During the term of this Agreement, Service Provider may create and publish marketing materials, products and services that bear the name, logos, trademarks, and other intellectual property of CSU Pueblo. Service Provider shall have a limited, revocable license to use such intellectual property only for the purpose of carrying out this Agreement. All such uses shall be approved, in advance, by CSU Pueblo and shall be consistent with the University's Brand Identity Guidelines.

9. Independent Service Provider.

9.1 It is understood and acknowledged that the Services which Service Provider will provide to CSU Pueblo hereunder shall be performed in the capacity of an independent contractor and not as an employee or agent of CSU Pueblo. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services.

9.2 Service Provider has no authority to commit, act for or on behalf of CSU Pueblo, or to bind CSU Pueblo to any obligation or liability.

9.3 Service Provider shall not be eligible for and shall not receive any employee benefits from CSU Pueblo and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all taxes and fees relating to the fees earned by Service Provider hereunder.

10. Confidential Information. Confidential Information as used in this Agreement, shall include any and all documents, materials, data or information disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") that (i) is clearly identified as Confidential Information at the time of disclosure, or (ii) the Recipient knows to be Confidential Information of the Disclosing Party. Confidential Information shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Agreement; or was already in the possession of the Recipient at the time of disclosure. Confidential Information shall not include information required to be disclosed pursuant to the

Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* (“CORA”). The Parties shall keep all Confidential Information secret at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for Confidential Information shall be immediately forwarded to the Disclosing Party’s designated representative (which, for CSU Pueblo, is its Deputy General Counsel). If disclosure of the Confidential Information is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action but shall always have the right to proceed as it believes, in its sole discretion and judgment, to be required in accordance with the law.

11. Licenses, Permits and Other Authorizations. Service Provider represents and warrants that, as of the Effective Date, the Service Provider has, and that at all times during the Term and any Renewal Terms or extensions hereof shall maintain at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Service Provider, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain a business registration in good standing with the Colorado Secretary of State and designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Service Provider to properly perform the terms of this Agreement is a material breach by Service Provider and constitutes grounds for termination of this Agreement.

12. Compliance with Law.

12.1 Service Provider is an equal opportunity employer and shall not discriminate against qualified individuals on the basis of disability. Service Provider and its subcontractors shall not discriminate against qualified protected veterans. Service Provider shall strictly comply with all other applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices, and other privacy laws which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Sec. 1320d, and the Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g).

12.2 If applicable, Service Provider agrees to comply with laws that relate to the export of technical data or equipment, such as International Traffic in Arms Regulations (“ITAR”) and/or Export Administration Act/Regulations (“EAR”) and all such regulations and orders as currently in effect or hereafter amended. Service Provider shall not disclose any export-controlled information or provide any export-controlled equipment or materials to CSU Pueblo without prior written notice. In the event that CSU Pueblo agrees to receive such export-controlled information, equipment or materials, Service Provider shall (i) include the Export Control Classification Number (ECCN) or ITAR notice on the packing documentation, and (ii) send an electronic copy

of the ECCN number or ITAR notice documentation to:
vpr_export_control@Mail.Colostate.edu and johnna.doyle@colostate.edu .

13. Insurance.

13.1 The Service Provider shall obtain, and maintain at all times during the Term of this Agreement and any subsequent Renewal Terms or extensions, insurance in the following kinds and amounts:

- i. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Service Provider's employees acting within the course and scope of their employment.
- ii. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Service Providers, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.
- iii. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- iv. In the event that Service Provider conducts any capital construction project as defined by C.R.S. § 24-30-1301(2), Builder's Risk insurance in an amount appropriate to the project, unless waived by CSU Pueblo.

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

13.3 The Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo, a division of the State of Colorado, shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Agreements will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). The address for CSU Pueblo on such additional insureds policy shall be: 2200 Bonforte Blvd., Pueblo, CO 81001. Coverage required under the Agreement will be primary over any insurance or self-insurance program carried by the State of Colorado.

13.4 Service Provider shall notify CSU Pueblo at least forty-five (45) days prior to cancellation or non-renewal of the required insurance coverage.

13.5 The Service Provider will require all insurance policies in any way related to the Agreement and secured and maintained by the Service Provider to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

13.6 All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to CSU Pueblo.

13.7 On or before the Effective Date, Service Provider shall provide to CSU Pueblo certificates showing insurance coverage required by this Agreement. No later than the expiration date of any such coverage, the Service Provider shall deliver to CSU Pueblo certificates of insurance evidencing renewals thereof. At any time during the Term of this Agreement, CSU Pueblo may request in writing, and the Service Provider shall thereupon within ten (10) days supply to CSU Pueblo current certificates of insurance in compliance with this section 13.

13.8 Self-insurance programs do not meet CSU Pueblo's insurance requirements unless the Service Provider provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry, financial statements of the business, and proof of Department of Labor certification of self-insurance program for worker's compensation. This paragraph shall not apply to political subdivisions or agencies in the State of Colorado with a self-insurance program.

14. Work Product / Rights in Data, Documents and Computer Software.

14.1 Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or deliverables of any type, including drafts, prepared by Service Provider in the performance of its obligations under this Agreement specifically for CSU Pueblo and not for general business use or for use in other facilities ("Work Product") shall be the exclusive property of CSU Pueblo and all Work Product shall be delivered to CSU Pueblo by Service Provider upon completion or termination hereof. CSU Pueblo's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Service Provider shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Service Provider's obligations hereunder without the prior written consent of CSU Pueblo. Work Product shall not include the materials, methods, software, or other intellectual property in existence and owned by the Service Provider prior to the Effective Date which is subsequently utilized in the Service Provider's performance hereunder.

Any CSU Pueblo data or CSU Pueblo-provided data utilized by Service Provider in performance hereunder shall remain the property of CSU Pueblo and shall be, at CSU Pueblo's option, returned to CSU Pueblo in a format mutually agreeable to the Parties, or destroyed by Service Provider upon Service Provider's completion of performance hereunder, using current industry standard methods, such as NIST or DoD.

15. CSU Pueblo Liability/Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of CSU Pueblo, its departments, Board, officials, and employees is at all times herein strictly controlled and limited by the provisions of the Colorado Governmental Immunity Act C.R.S. 24-10-101 *et seq.* as amended (“CGIA”). Nothing in this Agreement shall be deemed or applied as a waiver of such immunities. In no event will CSU Pueblo or the State of Colorado be liable for any special, indirect, or consequential damages, even if CSU Pueblo or the State has been advised of the possibility thereof. As an institution of the State of Colorado, CSU Pueblo is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void as provided in the CGIA, C.R.S. § 24-6-109, and the Colorado constitution, Art. XI, §§ 1-2. CSU Pueblo agrees to be responsible for its own negligence and the negligence of its employees acting within the scope of their authority only to the extent allowed under these laws.

16. Service Provider Indemnification and Liability. Service Provider shall indemnify, save, and hold harmless CSU Pueblo, CSU System Board of Governors, employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Service Provider, or its employees, agents, subcontract Providers, or assignees pursuant to the terms of this Agreement. Service Provider’s entire liability and University’s exclusive remedy for contract damages arising out of or related to breach of this Agreement shall not exceed the total amount paid by University to Service Provider for the current term of this Agreement. SERVICE PROVIDER SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT.

17. Assignment and Subcontracting. Service Provider’s rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of CSU Pueblo. Any attempt at assignment, transfer, sub-contracting without such consent shall be void ab initio. Provided, however, that this shall not apply to Service Provider’s transfer to a parent, sister or successor company where Service Provider provides CSU Pueblo at least 30 days’ advance written notice. Additionally, Service Provider may from time to time assign its right to receive payment hereunder to any approved subcontractor(s). All assignments, agreements, or sub-contracts approved by Service Provider or CSU Pueblo are subject to all of the provisions hereof including insurance requirements. Service Provider shall be solely responsible for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Service Provider to perform its obligations hereunder shall be submitted to CSU Pueblo or its designated representative upon request by CSU Pueblo. Any and all subcontracts entered into by Service Provider related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontract be governed by the laws of the State of Colorado and venue in accordance with section 21.

18. Complete Agreement. This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. All provisions

herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and permitted assigns. The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

19. Modification. Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both Parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado state laws and regulations and the Colorado State University System Fiscal Rules by its duly authorized individuals. This Agreement is subject to such modifications as may be required by changes in federal or Colorado law, or their implementing regulations. Any such required modification shall automatically be incorporated into, and be part of, this Agreement on the effective date of such change, as if fully set forth herein.

20. Severability/Waiver. The provisions of this Agreement are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform the Parties obligations under this Agreement in accordance with its intent. Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

21. Choice of Law, Venue and Jurisdiction. Colorado law, its rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with Colorado law, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado District Court, and exclusive venue shall be in the County of Pueblo. CSU Pueblo does not agree to binding arbitration by any extra-judicial body or person and any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

22. Third Party Beneficiaries. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

23. Software Piracy Prohibition (Governor's Executive Order D 002 00). CSU Pueblo or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Service Provider hereby certifies and warrants that, during the Term of this Agreement and any extensions, Service Provider has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If CSU Pueblo determines that Service Provider is in violation of this provision, CSU Pueblo may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate

termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

24. Employee Financial Interest (C.R.S. §§ 24-18-201, 24-50-507). The signatories aver that to their knowledge, no employee of CSU Pueblo has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Service Provider has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Service Provider's services and Service Provider shall not employ any person having such known interests.

25. Vendor Offset (C.R.S. §§ 24-30-201(1), 24-30-202.4): *(Not applicable to intergovernmental agreements.)* Subject to C.R.S. § 24-30-202.4(3.5), 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 child support 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.

26. Accessibility. Service Provider shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, pursuant to Section §24-85-103 (2.5), C.R.S. Service Provider shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Service Provider shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Service Provider's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability pursuant to Section §24-85-103 (2.5), C.R.S. CSU Pueblo may require Service Provider's compliance to CSU Pueblo's Accessibility Standards to be determined by a third party selected by CSU Pueblo to attest to Service Provider's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability pursuant to Section §24-85-103 (2.5), C.R.S.

27. Signature Authority. Service Provider warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, and bylaws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind Service Provider to its terms. If requested by CSU Pueblo, Service Provider shall provide CSU Pueblo with proof of Service Provider's authority to enter into this Agreement within fifteen (15) days of receiving such request.

28. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may

designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

Notice to CSU Pueblo: 2200 Bonforte Blvd.
Pueblo, CO 81001

Attention: Garrison Ortiz
Vice President of Operations/CFO

With copy to:
Johnna Doyle
Deputy General Counsel

Notice to Service Provider: 6000 Town Center Blvd
Suite 120
Canonsburg, PA 15317

Attention: President

29. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

31. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency declarations; (g) strikes, labor stoppages or slowdowns or other industrial disturbances and (i) other similar events beyond the reasonable control of the Impacted Party. Notwithstanding the foregoing, Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or Agreement disputes will not excuse performance by Service Provider under this Section 31.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.


**Board of Governors of the
Colorado State University System
Acting by and through
Colorado State University Pueblo**

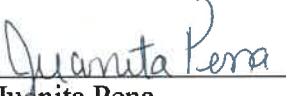
Aladdin Food Management Services, LLC


03.26.2025
Garrison Ortiz Date
Vice President Of Operations/CFO

DocuSigned by:
 Senior President of Operati
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Travis Young

Legal Sufficiency


03/26/25
Joanna Doyle Date
Deputy General Counsel


3/26/2025
Juanita Pena Date
Controller