

## STANDARD TERMS & CONDITIONS

1. Confidential Information. “Confidential Information” is information which Enterprise, in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or contractor/subcontractor information; information regarding Enterprise’s financial and strategic planning; information regarding Enterprise staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. Subcontractor hereby agrees that Subcontractor shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of Enterprise. Upon the request of Enterprise, Subcontractor shall promptly deliver to Enterprise all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information. For purposes of this Subcontract, “Confidential Information” shall not include the following: (1) information which is or becomes publicly available without fault on the part of the party disclosing such information,; (2) information which is already in the recipient’s possession prior to the effective date of the Subcontract and is not otherwise Confidential Information; (3) is independently developed by the recipient outside the scope of this Subcontract and without references to Confidential Information; (4) is rightfully obtained from third parties, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, provided, however, that the party served (“Party Served”) with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other party may seek an appropriate protective order or waive compliance with the provisions of this Subcontract.

2. Payment. **Payments shall not be made without Enterprise’s receipt of a completed W-9 form in accordance with Section 3 below**, a Subcontract signed by all parties and acceptance by Enterprise of the work performed. When submitting invoices, Subcontractor should use the attached Enterprise Request for Payment form. If Subcontractor chooses to use Subcontractor’s own form, each invoice must reference the Subcontract number, award value and period of performance. Payment will be made within 30 days of receipt of approved invoices containing the aforementioned information. Subcontractor must also submit all invoices within 60 days of the end of the Subcontract’s period of performance. Subcontractor agrees that Enterprise will be under no obligation to pay for any invoice that is not timely submitted and received by Enterprise within the aforementioned 60-day period.

3. W-9 Form / Federal Tax Identification Number. Subcontractor must provide Enterprise with a signed and completed W-9 Form. **Subcontractor’s name on the W-9 Form must match the name on this Subcontract, and, the W-9 Form must include Subcontractor’s Federal Tax Identification number. PAYMENT WILL NOT BE MADE TO SUBCONTRACTOR WITHOUT ENTERPRISE’S RECEIPT OF A COMPLETED W-9 FORM WHICH COMPLIES WITH THESE REQUIREMENTS.** Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Subcontractor hereby agrees to notify Enterprise immediately upon any change of any information submitted on Subcontractor’s W-9 Form.

4. Ownership of Deliverables. Subcontractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Subcontractor under this Subcontract and the copyrights thereto, are the sole and exclusive property of Enterprise. Subcontractor must not reproduce, publish or otherwise use the work products or any portion thereof, or allow others to reproduce, publish, or otherwise use the work products or any portion thereof, without the prior written permission of Enterprise.

5. Subcontractor's Performance. Enterprise expects Subcontractor to perform in a high quality manner and in accordance with the standards set by this Subcontract. If the performance of the Scope of Work or Deliverables does not meet the obligations contained in this Subcontract and its Scope of Work, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies, including, but not limited to, reducing or withholding payment to Subcontractor, canceling the Subcontract, and hiring another party to complete the Scope of Work. Subcontractor will be liable to Enterprise for any additional costs incurred by Enterprise if the all or any portion of the Scope of Work is completed by others.

6. Use of Sub-subcontractors. If Subcontractor retains a sub-subcontractor to perform any portion of the Scope of Work, Subcontractor must first request approval from Enterprise, which shall not be unreasonably withheld.

7. Return of Documents. Subcontractor must deliver all records, notes, data, memoranda, models and equipment, of any nature, that are in Subcontractor's possession or under Subcontractor's control and that are Enterprise's property or relate to Enterprise's business upon Enterprise's request or upon the completion of this Subcontract.

8. Right to Audit/Record Retention. Subcontractor must keep for a minimum of three (3) years from the end date of the period of performance (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles. Subcontractor's documentation and books of account shall be open for inspection by Enterprise or its auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.

9. Benefits/Insurance. Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, general liability, automobile, and professional liability, for Subcontractor or employees of Subcontractor. Subcontractor assumes full responsibility for the provision of all such insurances and fringe benefits for Subcontractor and all of Subcontractor's employees. Subcontractor maintains, and must maintain throughout the term of this Subcontract, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers' compensation insurance each in an amount not less than \$1,000,000.00 (except that the coverage for workers' compensation shall be in accordance with statutory requirements) to cover its activities under this Subcontract. Subcontractor must name Enterprise as an "Additional Insured" on its commercial general liability insurance and commercial automobile insurance and name Enterprise as "Certificate holder" on its workers' compensation coverage. Within 48 hours of Enterprise's request, Subcontractor must provide Enterprise with a certificate of insurance evidencing Subcontractor's compliance with all the foregoing required coverages.

10. Relationship of the Parties. Subcontractor is not an employee, partner, agent of or joint-venturer with Enterprise for any purpose. Subcontractor is and will remain an independent contractor in its relationship to Enterprise pursuant to this Subcontract.

11. Termination. Either party may terminate this Subcontract without cause upon the delivery of written notice to the other party in accordance with the terms of this Subcontract ("Termination"). In such event, the Subcontract will terminate thirty (30) days after such written notice was received. Any such Termination by either party shall be subject to an equitable adjustment of the Compensation due. Any such Termination by either party shall also be subject to an equitable reimbursement of Compensation paid prior to Termination for future performance rendered impracticable by Termination of the Subcontract. All obligations which were to be performed as of the date of Termination are discharged but any right based on prior breach of performance survives.

12. Cancellation. Upon the occurrence of a breach hereunder, Enterprise may cancel this Subcontract upon the delivery of written notice to Subcontractor in accordance with the terms of this Subcontract ("Cancellation") and retain any remedy for breach of the whole Subcontract or any unperformed balance thereof.

13. Indemnification.

- (a) Indemnification by Subcontractor. Subcontractor will indemnify, defend and hold harmless Enterprise and its affiliates, officers, directors, employees, consultants, advisors and representatives (the "Enterprise Parties") from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney's fees or loss), relating to or arising out of any material breach by Subcontractor of this Subcontract, or the gross negligence or willful misconduct of Subcontractor, its affiliates, officers, directors, employees, consultants, advisors or representatives (the "Subcontractor Parties").
- (b) Indemnification by Enterprise. Enterprise will indemnify, defend and hold harmless Subcontractor and the Subcontractor Parties from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney's fees or loss), relating to or arising out of any material breach by Enterprise of this Agreement, or the Subcontract, or the gross negligence or willful misconduct of the Enterprise Parties.

14. Limitation of Liability.

- (a) Limitation on Liability Type. Except for liability relating to a breach of Section 1 of these Standard Terms and Conditions, or for claims relating to a party's gross negligence or willful misconduct, in no event will Enterprise or Subcontractor be liable to the other for any indirect, incidental, special or consequential damages.
- (b) Limitation on Liability Amount. Except for liability arising from (i) the indemnification obligations set forth in Section 13 above; (ii) the confidentiality provisions in Section 1 above; or (iii) either of the parties' gross negligence or willful misconduct, the aggregate liability of Enterprise and of Subcontractor arising in connection with this Subcontract, however caused, and on any theory of liability, including without limitation contract, strict liability, negligence and/or other tort, shall in no event exceed the Contract Amount that has been paid or payable to Subcontractor by Enterprise during the twelve (12) months immediately preceding the first event giving rise to such liability.

15. Personally Identifiable Information. Subcontractor represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction.

16. Amendment. Any Amendment to the provisions of this Subcontract must be in writing and executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Subcontractor may be made unilaterally by Enterprise with notice to, but without consent of, Subcontractor.

17. Delegation; Assignment. Subcontractor shall not delegate any duties or assign any rights under this Subcontract without the prior written approval of Enterprise. A delegation of performance will not relieve Subcontractor of any duty to perform or any liability for breach of this Subcontract.

18. Governing Law; Venue. This Subcontract must be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland exclusive of its conflicts of law rules. Subcontractor agrees that any litigation must be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and Subcontractor consents to the *in personam* jurisdiction of such courts. Subcontractor irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

19. Nonwaiver. The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Subcontract or to exercise any option hereunder must not be construed as a waiver or relinquishment for the future of such term or option.

20. Notice. Any notice which either party desires to provide the other party under the terms of this Subcontract must be sufficiently given, in writing and delivered to the party's address in this Subcontract or such other address as either party may specify in writing (i) by electronic mail, return receipt requested, or (ii) overnight courier or certified or registered first class mail, return receipt requested and postage prepaid, at such other party's principal place of business at the address set forth on the Subcontract. If by electronic mail, delivery shall be deemed effective when sent in accordance with the above provisions. If by overnight courier, delivery shall be deemed effective one (1) business day after dispatch in accordance with the above provisions. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with the above provisions.

21. Authorizing Action, Parties Bound. The execution, delivery and performance by Subcontractor are within Subcontractor's powers and have been duly authorized by all necessary action. The terms and provisions of this Subcontract are binding upon the parties hereto, their legal representatives, successors and assigns.

22. Severability. If any provision of this Subcontract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Subcontract that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.

23. Entire Subcontract. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Subcontract, will be valid or binding; and this Subcontract may not be enlarged, modified or altered except in writing and signed by the parties.