

TERMS & CONDITIONS

1. TERMINATION

- 1.1. In the event that the Federal Awarding Agency terminates the Federal Award, EF shall terminate this Agreement in accordance with the terms of the Federal Award and communicate the termination to all Parties forthwith. Parties shall immediately comply with a Stop Work order upon receiving such notice by EF.
- 1.2. Upon termination, Parties shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of termination and shall furnish all necessary data, deliverables, and final reports, in accordance with their respective Scope of Work aligned with the Federal Award policies and procedures.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1. Party represents, warrants and covenants that Party has the full power and authority to enter into this Agreement and will comply, and ensure its Sub-licensees comply, with all applicable laws in performing its obligations and exercising its rights and licenses under this Agreement.
- 2.2. Party is an entity whose staffing is independent from EF. EF is hereby engaging with Party for the Services defined in the Scope of Work. EF and Party expressly agree that Party is not an employee of EF and Party shall be responsible for taxes arising from compensation paid hereunder, including without limitation any withholding taxes, employment taxes, social security taxes, worker's compensation contributions, or disability contributions.
- 2.3. Party reserves the right to determine the method, manner, and means by which the Services will be performed. In addition, all materials used in providing the Services shall be provided by Party.

3. DISCLAIMER, CONFIDENTIALITY AND LIABILITY CONDITIONS

- 3.1. To the extent allowable under applicable law, EF and Party each agrees to indemnify, defend and save harmless each entity's officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement.
- 3.2. In no event will EF be liable: (a) for any special, indirect, incidental, consequential, exemplary or punitive damages (including any damages arising from loss of use, loss of data, lost profits, business interruption, or costs of procuring substitute goods or services), arising out of or relating to this agreement or the subject matter hereof; or (b) for any third party materials provided under this agreement.
- 3.3. EF's total aggregate liability to Party arising out of or relating to this agreement or the subject matter hereof will not exceed the amount of payments received by Party from EF hereunder in the twelve (12) month period prior to the last cause of action giving rise to such liability. The foregoing limitations of liability set forth in this article apply to the full extent permitted by applicable law: (i) notwithstanding any failure of essential purpose of any limited remedy stated in this agreement; (ii) regardless of whether such liability was foreseeable or EF was advised of the possibility of such loss or damage; and (iii) whether such liability is based in contract, warranty, tort (including ordinary negligence) or any other theory of liability.

4. RIGHTS

- 4.1. Any dispute or controversy arising out of or relating to this Agreement or the subject matter hereof will be commenced in a state court in Orange County, California or a federal court located in the Southern District of California.
- 4.2. No right or obligation of Party under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of EF.
- 4.3. If any provision of this Agreement, for any reason, is held invalid, illegal or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

5. AMENDMENTS AND COMMUNICATION

- 5.1. This Agreement (including any terms and conditions incorporated herein) is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements or understandings between the Parties.
- 5.2. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.