These standard terms and conditions ("Terms") and the attached scope of work ("Scope of Work") combine to form the contract ("Agreement") between University Instructors, Inc. ("UI"), a wholly-owned subsidiary of Public Consulting Group, Inc. and the signatory client ("CLIENT").

1. UI shall provide the professional services assigned by CLIENT as more fully described in the attached Scope of Work ("the Contracted Services") in a prompt and diligent manner. Prior to program implementation, CLIENT shall provide UI with any necessary purchase order forms. In the event that CLIENT does not timely provide such purchase order(s) to UI, CLIENT shall hold UI harmless and pay for any services provided in good faith by UI per this Agreement.

2. Unless otherwise provided by the Scope of Work: (a) UI shall provide the Contracted Services for a period of one (1) year from the Effective Date; (b) UI shall provide the Contracted Services for the full duration of this Agreement unless otherwise specified by CLIENT in writing; and (c) this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice to the other party of non-renewal no less than thirty (30) days prior to the end of the then-current term.

3. CLIENT shall compensate UI pursuant to the Scope of Work and within thirty (30) days following the receipt of an itemized invoice from UI. Upon termination of this Agreement, other than termination for cause under Section 4(b), UI shall be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.

4. This Agreement may be terminated immediately (a) upon written mutual consent of the parties; or (b) by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice, not to exceed ten (10) business days. Alternatively, this Agreement may be terminated for convenience by either party at any time upon sixty (60) days' written notice to the other party.

5. Any notices, requests, consents, and other communications hereunder shall be in writing and shall be effective on the earliest of the following: when delivered personally to the party for whom intended; for emails, upon execution of an acknowledgment of receipt; or five days following deposit into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth in the Scope of Work.

6. UI is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. UI DISCLAIMS ANY OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED BY UI, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. The parties agree that UI is an independent contractor, and that neither it nor any of its employees, affiliates, subcontractors, or agents is an employee, agent, partner, or joint-venturer of CLIENT. UI shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. UI understands that neither it nor its employees shall be eligible for benefits or privileges provided by CLIENT to its employees. Except as may be otherwise provided in this Agreement, UI has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. UI has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.

8. UI shall maintain during the term of this Agreement appropriate insurance to protect both CLIENT and UI from claims that may arise from UI's performance of the Contracted Services.

9. Each party shall indemnify, defend, and hold the other party and its employees, agents, and subcontractors harmless against all claims, damages, liability, judgments, awards, or expenses, including reasonable attorney fees and other legal costs, arising directly or indirectly from a breach of this Agreement by the indemnifying party.

10. NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR LOSS OF GOODWILL RESULTING FROM OR RELATING TO THE AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES, AND ALL OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, IN LAW OR EQUITY, OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO UI, FOR THE SERVICE OR MODULE FROM WHICH THE LIABILITY AROSE, DURING THE TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO LIABILITY OCCURRED. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR (a) BREACH OF CONFIDENTIALITY OR PROPRIETARY RIGHTS OR (b) INDEMNIFICATION.

11. One party ("Disclosing Party") may convey to the other party ("Receiving Party") information that is considered proprietary and confidential ("Confidential Information"). Confidential Information is defined as information – including but not limited to trade secrets,
strategies, financial information, sales information, pricing information, strategies, processes, policies, procedures, operational techniques, software, and intellectual property – that (i) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions, and (iii) is not normally furnished to others without compensation, and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. Confidential Information also includes Personally Identifiable Information ("PII") concerning students and subsequently gathered student performance data. Confidential Information does not include information that, without a breach of this Agreement, is developed independently or that is lawfully known by the Receiving Party and received from a source that was entitled to have the information and was not bound to the Disclosing Party by any confidentiality requirement. Neither party makes any representation or warranty as to the accuracy or completeness of its Confidential Information disclosed under this Agreement.

(a) Both parties acknowledge that in accordance with the Family Educational Rights and Privacy Act ("FERPA") and General Guidance provided by the U.S. Department of Education (the "USDOE"), PII concerning students may be released by CLIENT to UI without prior written consent of parents, legal guardians, or eligible students under an exception to the prior written consent requirement in FERPA. Under that exception, “school officials,” including teachers, within a school may obtain access to PII contained in education records provided the school has determined that they have “legitimate educational interest” in the information. The parties acknowledge and agree that (i) the USDOE generally interprets the term “school officials” to include contractors, volunteers, or other parties to whom the school has outsourced institutional services or functions, which would include UI, and (ii) UI’s legitimate educational interest relates to the need for student educational records to fulfill its professional responsibilities under UI’s contract(s) with the school.

(b) The Receiving Party shall hold Confidential Information in strict confidence, in perpetuity, and shall use and disclose such information to its employees only for purposes of this Agreement and the Contracted Services. The Receiving Party shall use at least the same standard of care for protecting Confidential Information that it uses to prevent disclosure of its own Confidential Information, but in no case less than reasonable care.

(c) Nothing in this Agreement prohibits the Receiving Party from disclosing Confidential Information pursuant to a lawful order, but only to the extent of such order, and only if the Receiving Party gives prompt notice of such order to the Disclosing Party so it may take action to protect the information that was ordered to be disclosed.

(d) The Disclosing Party may suffer irreparable harm if Confidential Information is improperly released, conveyed, or transferred. The Disclosing Party shall be entitled to, in addition of other remedies, injunctive relief and specific performance.

(e) Upon termination of this Agreement, each party shall cease use of Confidential Information received from the other party. The Receiving Party shall promptly destroy or return all such information in its possession, custody, or control within thirty (30) days. If destruction or return is impracticable, the Receiving Party shall notify the Disclosing Party and shall keep such information secure and confidential in perpetuity. The termination of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Confidential Information set forth in this section.

12. UI is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

13. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement. If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect. This Agreement is to be construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of law provisions. The parties consent to personal jurisdiction in its courts, and agree that the state and federal courts of Richmond, Virginia shall have exclusive jurisdiction over the enforcement of this Agreement and that venue is appropriate. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement shall not be construed in favor of or against either party by reason of authorship. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party; the party experiencing the force majeure event shall give the other party prompt notice and use diligent efforts to re-commence performance as soon as commercially practicable.

14. Each party represents that it has the authority to enter into this Agreement; that the individual signing this Agreement on its behalf is authorized to do so; that entry into and performance of this Agreement shall not conflict with any provision of law or conflict with any agreement to which it is bound; and that no further action by any governmental organization is necessary to make this Agreement valid and binding.