



STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions apply to ELEVATE's project-based services including: Grant Program Feasibility Assessments; Prospect Research Projects; Case for Support Projects; Peer Landscape Analysis Projects; and Hourly Consulting.

By engaging ELEVATE for a project-based service, CLIENT agrees to the following terms.

- 1. DESCRIPTION OF SERVICES.** ELEVATE will work in collaboration with CLIENT to execute the project as described in the **Scope of Work** for the purchased service.
- 2. PERFORMANCE OF SERVICES.** The manner in which the services are to be performed shall be determined by ELEVATE.
- 3. CLIENT POINT OF CONTACT.** CLIENT will designate one person to be a primary point of contact with ELEVATE throughout the project.
- 4. CLIENT PARTNERSHIP & DEPENDENCIES.** CLIENT acknowledges and agrees that ELEVATE's performance and the timing of such performance is dependent upon CLIENT's timely provision of information and approvals that may be requested by ELEVATE from time to time.
- 5. ETHICAL STANDARD.** CLIENT understands that ELEVATE's ethical standards prevent ELEVATE from falsifying or knowingly misrepresenting information. CLIENT agrees not to ask ELEVATE to falsify or knowingly misrepresent any information.
- 6. CALL RECORDING AND TRANSCRIPTION.** ELEVATE's default practice is to record all client calls and transcribe such recordings to support its work. These recordings and transcriptions are saved in accordance with Elevate's standard policies related to document and file management. CLIENT consents to Elevate recording any meetings between CLIENT, its staff, and its representatives and ELEVATE and use of such meeting transcripts by ELEVATE as it may deem necessary. ELEVATE reserves the right to change its document and file management policies, practices, and tools at any time.
- 7. CANCELLATION AFTER PURCHASE.** Either party has the right to cancel the project by providing written notice to the other party via email within 72 hours of the purchase. In such cases, CLIENT will be entitled to a full refund of fees paid to ELEVATE. If CLIENT wishes to cancel within this 72-hour window, notice must be emailed to sgsteam@elevatedeffect.com.
- 8. RELATIONSHIP OF PARTIES.** It is understood by the parties that all staff of ELEVATE are independent contractors with respect to CLIENT and not employees of CLIENT. CLIENT will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of any of ELEVATE's staff.

9. **FORCE MAJEURE.** Neither party will be liable for any failure to perform its obligations hereunder or for any delay in such performance that results directly from a Force Majeure Event. A “Force Majeure Event” means any act of God, any disease, accident, explosion, fire, storm, earthquake, flood, drought, peril of the sea, riot, embargo, war, or foreign, federal, state, or municipal order of general application, seizure, requisition, or allocation, any failure or delay of transportation, wide-spread internet outage or cybersecurity incident, shortage of or inability to obtain supplies, equipment, fuel, or labor or any other circumstance or event beyond the reasonable control of the Party relying upon such circumstance or event.
10. **ASSIGNMENT.** Neither party may assign their rights, benefits, or obligations hereunder without the prior written consent of the other party.
11. **INTELLECTUAL PROPERTY.** All deliverables and other materials fixed in a tangible medium of expression and generated for CLIENT pursuant to the scope of this project shall be “works for hire” under U.S. Copyright law (hereinafter “Works”). Subject to CLIENT’s payment of all outstanding fees due to ELEVATE, ELEVATE hereby assigns, transfers, and conveys to CLIENT, and its successors, any and all right, title or interest that it may now have, or may acquire in the future, in or to the Works including, but not limited to, all ownership, patent, trade secret, copyright, moral, attribution and/or integrity rights. CLIENT shall have the sole and exclusive right to register the copyright(s) in all such Works in the name of CLIENT as the owner and author of such Works and shall have the exclusive rights conveyed under 17 U.S.C. § 106 and 106A including, but not limited to, the right to make all uses of the Works in which attribution or integrity rights may be implicated. ELEVATE hereby expressly and forever waives any and all rights to the Works that it may have arising under 17 U.S.C. § 106A, and any rights arising under any federal or state laws, or under the laws of any foreign countries, that conveys rights which are similar in nature to those conveyed under 17 U.S.C. § 106A.
12. **CONFIDENTIALITY.** CLIENT recognizes that ELEVATE may have access to the following information: list of contributors and prospective contributors, future plans, business affairs and other proprietary information (collectively, "Information") which are valuable, special and unique assets of CLIENT and need to be protected from improper disclosure. In consideration for the disclosure of the Information, except as provided herein, ELEVATE agrees that staff will not either directly or indirectly, use any Information for ELEVATE's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CLIENT. ELEVATE will protect the Information and treat it as strictly confidential.
13. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions shall remain in full force and effect after the conclusion of the project.
14. **WORK SAMPLES.** Notwithstanding the confidentiality provisions herein, CLIENT agrees that ELEVATE may use materials produced in the course of this project, with all CLIENT identifying information redacted, for sample purposes if asked by a prospective client for work samples.
15. **LIMITED WARRANTY AND DISCLAIMER.** ELEVATE warrants that its services will be performed in a professional and workmanlike manner. If CLIENT believes there has been a breach of this warranty, CLIENT must notify ELEVATE in writing within thirty (30) days after the end of the month during which the services were performed stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then ELEVATE’s sole

obligation, and CLIENT's sole and exclusive remedy, will be for ELEVATE to correct or re-perform, at no additional charge, any affected services to cause them to comply with this warranty. However, if ELEVATE is unable to correct a breach of this warranty after repeated efforts, CLIENT will also be entitled to receive an equitable adjustment in ELEVATE's fees for the services in question (up to the total amount of such charges) to reflect any reduction in the value of the services as a result of the uncorrected breach of warranty. **THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED BY ELEVATE. ELEVATE DOES NOT WARRANT THAT ANY GRANT PROPOSAL WILL BE SUCCESSFUL.**

16. **LIMITATIONS OF LIABILITY.** Each party's liability in damages to the other for any claims arising under or in relation to this project (whether in contract or in tort, including strict liability and negligence), shall be limited to the actual, direct, money damages suffered by the injured party in an amount not to exceed, in the aggregate for all claims, 25% of the total amount paid to ELEVATE for this project. In no event shall either party be liable to the other for any indirect, incidental, special, exemplary, punitive or consequential damages, or for any loss of business or loss of revenue, loss of data, lost income or savings, whether or not such damages are foreseeable or the liable party has been advised of the possibility of such damages. The foregoing limitations of liability are intended to be enforced to the maximum extent permissible under applicable law.
17. **INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party and its affiliates, and their respective employees, officers, directors, agents, contractors, and users against any damages, expenses, or losses (including reasonable attorney's fees) from any third party claims arising from or related to the first party's breach of these terms.
18. **NON-SOLICITATION OF EMPLOYEES.** Both parties agree that, during the term of this project and for a period of twelve (12) months following the conclusion of this project for any reason, with or without cause, neither party will, directly or indirectly, solicit, induce, recruit or encourage any of the other party's employees, consultants or other independent contractors to terminate their relationship with the other party, or attempt to do so, whether for the party's benefit or that of any other person or entity. Each party acknowledges and agrees that it would be extremely difficult to fix the actual amount of damages that the other party would incur if this provision were breached. Accordingly, if either party should breach this provision, they shall pay the other party, upon written demand, liquidated damages for such breach in the amount of \$25,000. It shall not be a violation of this provision for a party to hire an employee of the other party if the employee-initiated contact with the hiring party in response to a general advertisement placed by the party and not a specific recruiting outreach by the hiring party.
19. **APPLICABLE LAW.** These terms shall be governed by the laws of the District of Columbia without regard to choice of law rules, and any controversy shall be submitted to a court of competent jurisdiction in the District of Columbia. Should the parties mutually agree, any such controversy may be submitted to mediation or binding arbitration if such mediation or arbitration is held in the District of Columbia.