UMD COURSE MENTORSHIP AGREEMENT TERMS

These UMD Course Mentorship Agreement Terms are incorporated by reference in the signed iConsultancy Statement of Work (the "Agreement") between the Organization identified in the Agreement (the "Mentor"), and the University of Maryland, a public agency and instrumentality of the State of Maryland, located in College Park, Maryland 20742 ("UMD"). Mentor and UMD shall each be referred to individually as a "Party" and collectively as the "Parties."

I. THE AGREEMENT

A. The Agreement describes the Course Project and name and contact information for the Mentor, the Course Instructor, and the UMD administrators.
B. The Course Instructor has primary responsibility for overseeing performance of the Course Project on behalf of UMD.
C. UMD agrees to use reasonable efforts to perform the Course Project but makes no guarantees to any specific results. Mentor Support shall not be contingent upon a deliverable.
D. All UMD faculty and students involved in the Course Project and any Mentor personnel involved in mentoring students (the "Project Team").
E. UMD students are voluntarily participating in the Course Project. Students are not acting as employees, agents, or contractors of either UMD or the Mentor. UMD students will sign an acknowledgement and agree to abide by the terms of this Agreement, however UMD students are not, and are to be considered, a party to this Agreement. Unless approved by UMD, the Mentor shall not require students to sign other agreements during the course of the Course Project.

II. PROJECT RESULTS AND INTELLECTUAL PROPERTY

A. Project Results means all data, inventions, discoveries, copyrighted works, software, code, and tangible materials that are conceived, created, and/or first reduced to practice, during the performance of this Course Project.

B. Inventor and Author Status. A person's status as inventor or author will be determined in accordance with U.S. laws.

C. Ownership: In accordance with UMD's Intellectual Property ("IP") Policy, students own all rights and interests, including copyright and patent rights, in all Project Results created solely by students in performance of the Course Project ("Student Project Results"). UMD and students jointly own Project Results created jointly by UMD employees and students in performance of the Course Project ("UMD-Student Project Results"). Mentor owns all rights, title and interests in any Project Results created solely by Mentor employees in performance of the Course Project ("Mentor Project Results"). If the Mentor provides guidance, direct input, or information that is utilized in the development of the Course Project Results, Mentor shall qualify as a joint inventor or co-author of any Course Project Results with UMD employees and/or students. Mentor and UMD and/or students will jointly own such Course Project Results ("Mentor-UMD-Student Project Results"). For the avoidance of doubt, nothing herein shall be construed to grant any right or license, express or implied, to (1) confidential information properly disclosed in accordance with the terms of his agreement; or (2) the pre-existing IP of the parties or students.

III. CONFIDENTIAL INFORMATION AND PUBLICATIONS

A. Confidential Information means information that one party discloses (the "Disclosing Party") in written, oral, graphic, electronic, or physical form to the other party (the "Recipient") that is not generally known to the public and concerns scientific knowledge, know-how, processes, inventions, techniques, formulae, products, data, plans, software, business plans and strategies, customer lists, or similar information. The obligations of confidentiality imposed herein shall continue for a period of three (3) years from the date of disclosure or until Confidential Information becomes publicly available through no fault of the Recipient, whichever occurs first.

B. Confidential Information does not include information that (a) the Recipient develops independently and without the benefit of Confidential Information of the Disclosing Party; (b) the Recipient lawfully obtains from a third party under no obligation of confidentiality; (c) is or becomes publicly available through no wrongful act of the Recipient; (d) is known to the Recipient prior to receiving the information from the Disclosing Party; and/or (e) Recipient is obligated to produce to comply with applicable laws or regulations, including but not limited to the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena provided that, if feasible and legally permitted, the Recipient agrees to notify the Disclosing Party of the request prior to making a disclosure so the Disclosing Party may take appropriate action.

C. Mentors are strongly discouraged from disclosing highly sensitive information to UMD faculty and students. UMD course instructors and students will be advised to treat all information furnished by the Mentor and relating to the Mentor's business as Confidential Information unless the information can be legally obtained from other sources or the Mentor has provided written permission for the information to be released. To ensure that Confidential Information of the Mentor is easy to distinguish from Project Information, or information obtained from other sources, Confidential Information should be clearly marked as Confidential Information where possible, or, if disclosed orally or visually, should be identified as being Confidential Information at the time of disclosure with a follow-up written summary of the disclosed Confidential Information within ten (10) business days of the initial disclosure.

D. No License: This Agreement shall not be construed to grant any right or license, express or implied, to the Recipient under any patent, copyright, or application therefore except to the extent specified in this Agreement.

E. Legally Protected Information: Mentor shall not disclose information to UMD faculty or students that is protected by statute including but not limited to information subject to US export control laws, protected health information, Controlled Unclassified Information of the US Government, or any other information that could expose UMD faculty or students to civil or criminal liability if inadvertently disclosed.

F. Student Course Project Results: Student Course Project Results shall not be considered Confidential Information of the Mentor unless such Results contain or are derived from Confidential Information properly furnished by the Mentor or information that is exclusively applicable to the Mentor's business processes that have been shared with students on a confidential basis.

IV. LIABILITY and DISCLAIMER OF WARRANTIES

A. UMD Liability: UMD is an agency of the State of Maryland. As such, UMD's, its officers' and its employees' liability is governed exclusively by Title 12 of the State Government Article and Title 5, Subtitle 5 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as amended from time to time.

B. Limitation of Liability: In no event will the Parties, or their officers, agents, or employees be liable for any incidental, special, punitive, indirect, exemplary or consequential damages of any kind including, but not limited to, business expense, attorneys' fees, machine down time, loss of profits, damage or injury to property or person, for any claims, demands or damages arising out of the performance of this Agreement or use of Course Project Results.

C. No Student Liability: With the exception of cases of willful misconduct, Mentor agrees not to hold students liable, sue students, or cause them to be sued, for any liability arising out of or related to their performance of the Course Project or Mentor's use of the Project Results.

D. DISCLAIMER OF WARRANTIES: Any Project Results provided to Mentor are provided "as is." UMD and its employees, officers, and agents disclaim any and all representations or warranties, express or implied, written or oral, in fact or arising by operation of law, regarding any Project Results that may be contemplated, anticipated, or developed in the performance of the Course Project, including warranties of merchantability, fitness for a particular purpose, commercial value, and/or freedom of results from the infringement of any patent, copyright, other intellectual property or proprietary rights of any third party.

V. GENERAL

A. Relationship of Parties: For the purposes of this Agreement and all work performed hereunder, the parties are and shall be deemed to be independent contractors and not agents or employees of the other party. Students are not parties to this Agreement; students are not and shall not be deemed to be employees or agents of either party.

B. Severability. If any one or more of the provisions contained in this Agreement, or any application thereof is held to be invalid, illegal, or unenforceable in any respect for any reason, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof or any other application of the affected provision.

C. Governing Law. This Agreement shall be construed and governed by the laws of the State of Maryland without reference to its conflicts of laws principles.

D. Entire Agreement. This Agreement, together with any other agreements signed in conjunction with this Agreement and the Course Project constitutes the entire understanding by and between the parties with respect to the Course Mentorship. All prior agreements related to this Course Project, whether oral or written, are superseded by this Agreement. Mentor will not require students to sign any other agreements unless approved by UMD. The parties agree to accept electronic delivery of the signed agreement.

E. Notices: Any notices required to be given under this Agreement shall be addressed to each party to the Administrative Points of Contact identified in the Agreement.