

MASTER SERVICE AGREEMENT

BETWEEN

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

AND

SOURCEAMERICA

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MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) dated 12-15-16 (“Effective Date”), by and between the Northeast Maryland Waste Disposal Authority (the “Authority”), a body politic and corporate and a public instrumentality of the State of Maryland, with offices at 100 South Charles Street, Tower II—Suite 402, Baltimore, Maryland, and SourceAmerica (the “Contractor”) an entity in good standing under the laws of Virginia, with offices at 8401 Old Courthouse Road, Vienna, VA 22182. The Authority and the Contractor are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

1. The Authority, on behalf of and for the benefit of Anne Arundel County, Maryland, Baltimore County, Maryland, Baltimore City, Maryland, Carroll County, Maryland, Frederick County, Maryland, Harford County, Maryland, Howard County, Maryland and Montgomery County, Maryland (each a “Member Jurisdiction”), requires the services of a contractor to provide electronic materials collection, transportation, processing, disposal and recycling services (the “Recycling Services”) for each Member Jurisdiction and the Contractor has been selected to provide such Recycling Services. Or, at the option of the individual Member Jurisdiction, accept and recycle Acceptable Material (as hereinafter defined) delivered to the Contractor's offsite Recycling Facility by Member Jurisdictions.

2. Pursuant to this Agreement, the Contractor will enter into a transaction with each Member Jurisdiction that elects to issue a Confirmation (as hereinafter defined) pursuant to which the Contractor shall provide Recycling Services to such Member Jurisdiction (each a “Transaction”).

3. The Authority and the Contractor desire to enter into this Agreement in order to provide the general terms and conditions of each and all Transaction(s) which will govern the Recycling Services of the Contractor to be provided to any Member Jurisdiction that decides to utilize the Recycling Services of the Contractor.

4. Each Transaction will be evidenced by a written confirmation, purchase order or ancillary contract establishing the specific terms for the Recycling Services to be provided to the Member Jurisdiction (a “Confirmation”).

5. The Authority may assist a Member Jurisdiction and/or the Contractor in entering

into a Transaction, but shall have no obligations under this Agreement or any Confirmation, or in connection with any Transaction, except as specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the undertakings of each Party to the other, the Authority and the Contractor acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE 1 - TRANSACTION TERMS AND CONDITIONS

Section 1.01. Each and all Transaction(s) shall be entered into upon a Member Jurisdiction's issuance of a Confirmation that complies with the requirements of this Agreement and approval of the Confirmation by the Executive Director of the Authority. The Contractor is required to accept and execute a Confirmation issued by a Member Jurisdiction that complies with the terms of this Agreement within 60 days of the date the Confirmation is issued by the Member Jurisdiction.

Section 1.02. Each Confirmation shall explicitly state that the provisions of Articles 1, 2, 3, 4, 5, 6 and 7 of this Agreement are incorporated by reference thereto and each Confirmation shall incorporate by reference the general provisions of this Agreement which the Contractor and the Member Jurisdiction determine to be appropriate for a given Transaction. Each Confirmation shall include:

- (a) The location(s) of the Recycling Area (as hereinafter defined) maintained by the Member Jurisdiction pursuant to Section 2.02 of this Agreement;
- (b) The hours of operation and all applicable Federal, State and local laws, regulations and rules for the Recycling Area (as hereinafter defined) adopted by the Member Jurisdiction;
- (c) The number of Collection Containers and Large Storage Containers (as hereinafter defined) that shall be provided by the Contractor;
- (d) The weighing procedures for Acceptable Materials (as hereinafter defined);
- (e) An acknowledgement, at the Member Jurisdiction's option, that the Confirmation is either a Contractor pick-up or a Member Jurisdiction drop-off contract.

- (f) The invoicing and payment procedures for any amounts owed to the Contractor by the Member Jurisdiction, including the time period within which such payment shall be made.
- (g) The status reports, if any, that the Member Jurisdiction may require the Contractor to submit regarding the Recycling Services being performed by the Contractor pursuant to such Confirmation;
- (h) An acknowledgement by the Contractor and the Member Jurisdiction that the Authority shall have no obligations under the Confirmation except as otherwise explicitly stated in this Agreement;
- (i) The term of the Confirmation, which shall not run beyond the term of this Agreement; and
- (j) The aggregate amount of any limitation on the total payments to be made by the Member Jurisdiction to the Contractor under the Confirmation.

Section 1.03. Each Transaction shall be one integrated, bilateral contract between the parties under the related Confirmation. Any inconsistency between any terms of this Agreement and any terms of a Confirmation shall be resolved in favor of the terms of such Confirmation.

Section 1.04. With respect to any given Transaction involving the Contractor and a Member Jurisdiction, the Authority and any other Member Jurisdiction shall not, under any circumstances, (a) have any obligations under the related Confirmation, (b) be responsible for amounts due to the Contractor under the related Confirmation, or in connection with such Transaction, and (c) be liable to either the Contractor or such Member Jurisdiction under the related Confirmation, or in connection with such Transaction.

ARTICLE 2 - OBLIGATIONS OF THE CONTRACTOR AND THE MEMBER JURISDICTION

Section 2.01. The Contractor shall provide the Recycling Services as set forth in this Agreement, in the Contractor's proposal, attached hereto as Exhibit A and incorporated herein by reference, and in the Request for Proposals dated June 1, 2016, issued by the Authority, including the Appendices to the Request for Proposal and any addenda thereto, all of which are attached hereto as Exhibit C and incorporated herein by reference. In the event of any conflict or inconsistency among these documents, the order of precedence for resolving any such conflict or inconsistency

shall be: Agreement, Request for Proposals, Contractor's proposal.

Section 2.02. The Member Jurisdiction will provide a paved or hard packed area for the placement of Collection Containers and Large Storage Containers supplied by the Contractor (the "Recycling Area") for the collection of electronic materials. The Member Jurisdiction will provide the Contractor access to the Recycling Area for the purpose of delivery and removal of Collection Containers and Large Storage Containers during the hours of normal operation as determined by the Member Jurisdiction. The Contractor shall follow Federal, State and local, regulations and rules set by the Member Jurisdiction at the Recycling Area.

Section 2.03. The Member Jurisdiction will ensure that the Recycling Area is sited, designed, constructed and available to receive Acceptable Material (as hereinafter defined) by the first day of the term of this Agreement, as set forth in Article 4 of this Agreement. The Recycling Area shall be sited, constructed, operated, monitored, closed and otherwise maintained in a manner that is protective of human health and the environment and operated in compliance with all applicable Federal, State and local laws and regulations.

Section 2.04. Contractor shall be obligated to accept computer monitors, televisions, central processing units, computer mice, keyboards, landline or cell phones, answering machines, printers, power supplies, portable computers (laptops), hard drives, servers, scanners, copiers, fax machines, cables, cords and communication wire (e.g. copper wire, phone wire, coaxial cable and computer wire with the exception of fiber optic cable), miscellaneous circuit boards, chips, and cards, typewriters, calculators, alarm clocks, radios, audio equipment, stereos, cameras, video cameras, music playing devices such as record players, cassette players, recorders or MP3 players, GPS, electronic reading devices and tablets, radar detectors, VCR/DVR/DVD or Blu-ray players, computer discs and DVDs/CDs/Blu-ray discs, electronic 'smartwatches' and activity/fitness trackers such as wristbands or chips (e.g. a wearable or implanted computing device that offers functionality and capabilities similar to those of a smartphone, and such devices, either on their own or when paired with a smartphone, provide features like connecting to the internet, running mobile apps, making calls, messaging via text or video, checking caller ID, accessing stock and weather updates, providing fitness monitoring capabilities, offering GPS coordinates and location directions), video game consoles and other electronic toys and games, holiday string lights, solar light fixtures, cable/satellite boxes and devices and other computer or electronic related accessories ("Acceptable Material"). The Contractor shall provide Collection Containers and Large Storage Containers for the acceptance of Acceptable Material at the Recycling Area, promptly remove full

Collection and/or Large Storage Containers pursuant to a Contractor pick-up contract, and promptly replace each full Collection and/or Large Storage Container with an empty one. Each Collection and/or Large Storage Container provided by Contractor shall be of a certain type. Collection Containers include, but are not limited to, Gaylord boxes, pallets, as well as additional equipment such as shrink wrap. Gaylord boxes can be defined as large, pallet-size boxes made of corrugated fiberboard, used for storage and shipping of bulk quantities. Large Storage Containers include, but are not limited to, roll off, C type, and road legal kingpin type enclosed trailers. Roll off containers can be categorized as open top dumpsters, with a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. The roll off container is designed to be transported by special roll off trucks. Most roll off containers have a swinging door on the end for easier disposal of waste, while some are open top. C type containers can be categorized as large reusable steel boxes designed to be moved from one mode of transport to another without unloading and reloading. A road legal kingpin type enclosed trailer would include a fifth-wheel coupling hitch. A fifth wheel uses a large horseshoe-shaped coupling device mounted a foot or more above the bed of the tow vehicle. The fifth wheel is intended for level roads and possesses limited side-to-side tilt. The fifth wheel can handle twenty or twenty-five percent weight transfer. Upon acceptance by the Contractor of Acceptable Material, either through pick-up by the Contractor or drop-off by the Member Jurisdiction, the Contractor shall receive title thereto and shall be responsible for the transportation, processing and residue disposal of such Acceptable Material.

Section 2.05. The Contractor shall provide sufficient Collection and/or Large Storage Containers for the collection of all Acceptable Material delivered to the Recycling Area and shall ensure that at least one Collection and/or Large Storage Container with space available for the collection of Acceptable Material is available at all times. The Member Jurisdiction will determine how many Collection and/or Large Storage Containers the Contractor will be allowed to store at the Recycling Area. All covered and loaded Collection and/or Large Storage Containers shall not be stored at the Recycling Area for more than 24 hours of a business day, or as determined by a schedule in the Member Jurisdiction's Confirmation with the Contractor. In the event the site is closed (scheduled or unscheduled) for the business day(s) after the request to swap the Collection and/or Large Storage Container(s), said Containers must be swapped the next operation day.

Section 2.06. Subject to the terms and conditions of this Agreement, as part of the Recycling Services the Contractor shall, in accordance with all applicable Federal, State and local laws and

regulations, accept and dispose of all Acceptable Material placed in the Collection and/or Large Storage Containers in the Recycling Area. The Contractor shall not dispose of any byproducts produced from the collection or recycling of Acceptable Materials in any landfill, or an expansion cell next to an existing landfill, that is, or is proposed to be, on the National Priority List of the Federal Superfund Program (40 CRF Part 300), the Maryland Department of the Environment's State Superfund Program, or a similar list under a similar program for any state.

Section 2.07. The Contractor shall not retain the services of any subcontractors for the performance of Recycling Services in connection with any Transaction without the prior written consent of the Member Jurisdiction, which consent may be withheld in the exercise of the Member Jurisdiction's sole discretion. The Member Jurisdiction may require the subcontractor to acquire and maintain applicable insurance policies that are required by the Contractor.

Section 2.08. Prior to the date that the Contractor begins providing Recycling Services to a Member Jurisdiction, the Member Jurisdiction will appoint an individual to interact with the Contractor on its behalf during the term of this Agreement (the "Contract Officer"). The Contract Officer may from time to time give the Contractor a directive, oral or written, notifying the Contractor of work, in addition to the Recycling Services, to be performed under a Confirmation. If requested to do so, the Contractor shall, promptly upon the receipt of such a directive, furnish to the Contract Officer a preliminary written description of the work that the Contractor proposes to undertake in implementing the directive. This directive shall include estimates of the compensation to be earned in performing the work and (if requested by the Contract Officer) the date by which the work will be completed. Following such consultations, the Contractor, if requested to do so, shall submit to the Contract Officer a final written description of the work to be undertaken. The final written description shall include an identification of any subcontractors to be used and a statement specifying in reasonable detail the breakdown of compensation to be earned by the Contractor and its subcontractors in performing the work; and (if requested by the Contract Officer) the latest date by which the work will be completed. Upon the written approval of the Member Jurisdiction, such final written description shall constitute a "Confirmation." The Confirmation shall be binding upon the Contractor and shall be subject to modification, amendment or withdrawal by the Contractor only with the express written consent and approval of the Member Jurisdiction.

Section 2.09. The Contractor shall not be obligated to perform, and the Member Jurisdiction will not be obligated to compensate the Contractor for, any work which is outside the scope of the

Recycling Services set forth in this Agreement or any Confirmation.

Section 2.10. Each month that the Contractor performs Recycling Services under a Confirmation, the Contractor will provide the Authority with a copy of all invoices, recycling reports and weight tickets. The Contractor must provide all monthly invoices, recycling reports and weight tickets by the 15th day of each month for all Recycling Services from the preceding month. A copy of invoices, recycling reports and weight tickets will also be submitted to the Member Jurisdiction to confirm the work performed and the performance of Recycling Services by the Contractor during the previous month. The Contractor shall maintain all documents and records related to work performed pursuant to the terms of this Agreement and shall, upon the request of the Authority or the Member Jurisdiction, deliver to the Authority and the Member Jurisdiction all information, data, documents, records, reports, drawings, and the like prepared in the course of performing the Recycling Services pursuant to a Confirmation (including, without limitation, information regarding the names and addresses of any persons, firms, or agencies dealt with by the Contractor in the performance of such work). All materials prepared by the Contractor in connection with this Agreement, including but not limited to records, drawings and reports shall be the sole and absolute property of the Member Jurisdiction. The Member Jurisdiction reserves the right to use any such material in any manner. Any use, reuse or modification of the documents shall be at the Member Jurisdiction's sole risk without liability or legal exposure to the Contractor unless approved in writing by the Contractor prior to such reuse or modification.

Section 2.11. The Contractor shall provide, at the Contractor's own expense, all personnel needed to perform the Recycling Services or work required under any Confirmation. All such personnel shall be qualified and authorized under applicable Federal, State and local laws and regulations to perform their respective functions. The Contractor shall ensure that none of the Contractor's employees has any direct or indirect interest, which would conflict in any manner with the performance of the Contractor's performance of its obligations under this Agreement or any Confirmation. The Contractor shall be responsible for any withholding taxes and social security payment due as a result of payment made by the Member Jurisdiction to the Contractor.

ARTICLE 3 – EVENTS OF DEFAULT; REMEDIES FOR NONPERFORMANCE;
TERMINATION

Section 3.01. The following constitute Events of Default under this Agreement: the Contractor materially fails, or refuses, to comply with any of the terms of this Agreement, or a Confirmation, including (1) if the Contractor fails to provide sufficient Collection and/or Large Storage

Containers, fails to accept Acceptable Material from the Recycling Area, fails to provide Recycling Services, or fails to perform any of its other obligations in connection with a Transaction, and such failure is not excused under the terms of the Confirmation or by the Member Jurisdiction's failure to perform its obligations in connection with the Transaction; (2) the failure by a Contractor to execute a Confirmation requested by a Member Jurisdiction as provided in Section 1.01; (3) failure of the Contractor to provide invoices, required recycling reports and weight tickets within 60 days after the date due pursuant to Section 2.10; and (4) as provided in Sections 3.03, 3.04, and 3.07 of this Master Service Agreement. If an Event of Default is not cured by the Contractor within five business days of notice from the Member Jurisdiction, the Member Jurisdiction may terminate the applicable Confirmation. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority and/or a Member Jurisdiction to damages incurred as a result of a breach of the Agreement or of a Confirmation by Contractor, including the cost to make alternative arrangements to obtain performance of the Recycling Services should Contractor fail to provide the services in accord with the Agreement and/or Confirmation.

Section 3.02. If a Member Jurisdiction fails to provide a Recycling Area for the collection of Acceptable Material or fails to compensate the Contractor for Recycling Services in accordance with the Confirmation, and such failure is not excused under the terms of the Confirmation or by the Contractor's failure to perform its obligations in connection with the Transaction, then the Contractor may terminate the applicable Confirmation upon 30 days' written notice to the Member Jurisdiction. In such an event the Member Jurisdiction will be liable to the Contractor for the cost of work performed to the date of termination.

Section 3.03. The Authority and each Member Jurisdiction reserves the right to inspect the Contractor's recycling facilities and sites at any time after the execution of this Agreement. The Authority may terminate this Agreement or a Member Jurisdiction may terminate a Confirmation if, in the reasonable opinion of the Authority or the Member Jurisdiction, as the case may be, the Contractor's recycling facilities or sites have an unacceptable record of non-compliance with applicable Federal, State or local laws or regulations, or, in the reasonable opinion of the Authority or the Member Jurisdiction, have an unsatisfactory method of operation or site conditions, either of which will constitute an Event of Default.

Section 3.04. The Authority may terminate this Agreement or a Member Jurisdiction may terminate a Confirmation, in each case, without liability to the Contractor, upon the occurrence of any of the following conditions:

- (a) An Event of Default as set forth in Section 3.01.
- (b) The Contractor, or any of the Contractor's officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Agreement or a Confirmation.
- (c) The Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of this Agreement.
- (d) Contractor fails to maintain required Insurance, the required performance bond, or financial responsibility requirements.

Section 3.05. Upon termination of this Agreement or Confirmation, the Contractor shall promptly remove the Collection and/or Large Storage Containers from the applicable Recycling Area(s) and shall only be paid for the earned value of work performed to the date of termination under the terminated Confirmation(s), as determined by the Member Jurisdiction. Under no circumstances shall Contractor be entitled to payment of any future costs or anticipated profits under any terminated Confirmation(s). If this Agreement, or any Confirmation, is terminated because the Contractor, or any of the Contractor's officers, partners, principals, or employees is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under any Confirmation, then the Contractor shall refund to the applicable Member Jurisdiction(s) any and all profits realized under such Confirmation. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority or any Member Jurisdiction.

Section 3.06. A Member Jurisdiction may, without liability, terminate a Confirmation for its own convenience upon written notice to the Contractor at least 30 days prior to the effective date for such termination. In the event of any such termination, the Contractor shall only be entitled to compensation for the earned value of work performed to the date of such termination.

Section 3.07. If the Contractor fails to perform its obligations pursuant to this Agreement, as further set forth in any Confirmation, and that failure to perform creates a danger to health or safety at the Recycling Area of a Member Jurisdiction that is not cured within 24 hours of notice to the Contractor that the condition exists, such a failure constitutes a default under this Agreement for

which the Agreement may be terminated. Irrespective of whether or not the Agreement is so terminated, the Contractor will be liable for any and all damages caused by this failure to perform, including but not limited to the costs to make alternative arrangements to have the obligations performed.

ARTICLE 4 - TERM

Section 4.01. The term of this Agreement begins on January 1, 2017 and ends on January 15, 2019. Any Confirmation shall terminate according to the provisions of the Confirmation, but no later than the end of the term of this Agreement.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

Section 5.01. On the date of this Agreement and the date of entering into each Confirmation, the Contractor represents and warrants to the Authority and each Member Jurisdiction that:

(a) It is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation, qualified to conduct business in the State of Maryland and in good standing under the laws of the State of Maryland.

(b) It has all regulatory authorizations and approvals necessary for it to legally perform its obligations under this Agreement and each Confirmation.

(c) The execution, delivery, and performance of this Agreement and each Confirmation are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable law, rule, statute or regulation order.

(d) This Agreement, each Confirmation and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms.

(e) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

(f) There is no pending or, to its knowledge, threatened against it any legal proceeding that could materially adversely affect its ability to perform its obligations under this Agreement and each Confirmation.

(g) It has not employed or retained any person, partnership, or corporation, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, partnership, or corporation, other than a bona fide employee or agent, any fee, or any other consideration, contingent upon the making of this Agreement.

(h) No employee of the Authority or Member Jurisdictions, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the Contractor.

Section 5.02. Upon any breach of the representations or warranties of this Article, the Authority or a Member Jurisdiction, may terminate this Agreement without liability. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority or a Member Jurisdiction.

ARTICLE 6 - DISPUTES

Section 6.01. The Contractor and the Authority shall exercise reasonable efforts to informally resolve all disputes under this Agreement according to the procedures in Section 6.02 below, before resorting to legal action.

Section 6.02.

(a) Whenever a dispute arises under this Agreement, a designated representative of each Party with authority to resolve the matter on behalf of such Party shall meet to discuss and attempt to resolve the matter.

(b) If the meeting of the designated representatives does not result in a resolution of the dispute, each Party may continue to attempt to resolve the dispute by submitting a written notice to the other Party describing the specific basis of the dispute.

(c) Within 15 calendar days after the receipt of written notice, an officer of each Party authorized to resolve such dispute shall meet and attempt to settle the dispute. If the Parties reach agreement, then they shall immediately take any action agreed upon and make any payments required. If the Parties fail to reach agreement, then this informal dispute resolution process will be deemed concluded.

Section 6.03. After unsuccessfully concluding the informal dispute resolution proceedings

described in Section 6.02 above, either Party may then resort to any legal recourse available to obtain resolution of the dispute. Formal disputes shall be governed by, subject to, and construed in all respect in accordance with the laws of the State of Maryland without reference to the conflict of laws and rules thereof.

Section 6.04. The provisions of this Article 6 shall not limit the rights of the Parties to terminate this Agreement in accord with its provisions, or affect the effectiveness of a termination of this Agreement or a Confirmation made in accordance with the provisions of this Agreement.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Section 7.01. The Contractor shall comply with all applicable Federal, State and local legal and regulatory requirements in the performance of its obligations under this Agreement and any Confirmation. The Contractor shall obtain and maintain, at the Contractor's own expense, any licenses, permits or insurance needed to comply with such requirements. During the term of this Agreement, the Contractor shall not at any time be in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits.

Section 7.02. The Contractor shall conduct itself in a manner consistent with its status as a contractor of the Authority and each Member Jurisdiction under the terms of this Agreement and any Confirmation and shall neither hold itself out as, nor claim to be, an agent, representative, officer or employee of the Authority or a Member Jurisdiction by reason hereof, and shall not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an agent, representative, officer or employee of the Authority or a Member Jurisdiction. Nothing herein shall be construed as authorizing the Contractor to enter into any contract or agreement, or to incur and obligation whatsoever, on behalf of the Authority or a Member Jurisdiction.

Section 7.03. The Contractor shall indemnify and hold harmless the Authority and its governing board, members (including the Member Jurisdictions), officers, agents, and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, (including those related to bodily injury, sickness, disease or death sustained by any person or persons or on account of injury or damages to or destruction of any property), directly or indirectly arising out of, relating to or in connection with the Contractor's performance or omission of any act in connection with this Agreement (including any Confirmation), unless it is the result of intentional misconduct or gross

negligence of the Authority and/or Member Jurisdiction; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, including reasonable attorneys' fees. The provisions of this Section 7.03 shall survive, and shall continue in full force and effect for a period of three years following the termination or expiration of this Agreement, but only to the extent that the act or event giving rise to indemnification hereunder occurred prior to such termination or expiration and only to the extent the Contractor is provided with written notice of a claim under the indemnification provisions of this Section 7.03 on or before the expiration of such three year period.

Section 7.04. The Contractor shall procure, as necessary, and maintain, until the termination of this Agreement, the insurance at the limits described in Exhibit B. The Contractor shall maintain the minimum insurance coverages required by this Agreement and ensure that the insurance policy will not be canceled, interrupted or otherwise modified to the potential detriment of the Authority without first providing the Authority with 30 days advance written notice (or such other written notice as may be provided by law) of such cancellation, interruption or modification.

Section 7.05. Prior to the start of the term of the Agreement, the Contractor shall provide the Authority with a performance bond in the amount of \$50,000 for each Confirmation with a Member Jurisdiction to which the Contractor is a party. If a Confirmation is entered into subsequent to the start of the term of the Agreement, the Contractor shall provide a performance bond in the same amount before the effective date of such Confirmation. The performance bond must be in effect for the term of this Agreement, and must be substantially in the form set forth in Appendix D to the Request for Proposals.

Section 7.06.

(a) The Contractor shall not release, other than to the Authority or a Member Jurisdiction, or publish any information, reports, or documents relating to work performed under this Agreement without the express written consent of the Authority except for information, reports or documents already in the public domain, already in possession of the Contractor, received from a third party with a right to disclose such information or required to be disclosed by operation of law.

(b) The Contractor has a special duty to the Authority and each Member Jurisdiction to maintain confidentiality of documents, information and records that come under the Contractor's control. The Contractor shall refer to the Authority any and all requests for information from persons other than employees of the Contractor, the Authority or a Member Jurisdiction.

Section 7.07. The Contractor and the Authority hereby acknowledge and agree that (a) the Authority is entering into this Agreement on behalf of and for the benefit of each Member Jurisdiction, (b) under no circumstances shall the Authority (i) have any obligation or liability to the Contractor or a Member Jurisdiction under any Confirmation, or in connection with any Transaction or (ii) be obligated to perform any obligation of the Member Jurisdiction.

Section 7.08 The Contractor shall not assign this Agreement or any Confirmation or its rights hereunder or thereunder without the prior written consent of the Authority and the Member Jurisdiction (in the case of a Confirmation), which consent may be withheld in the exercise of the Authority's and Member Jurisdiction's sole discretion. Any assignment is in violation of this Section 7.08 and shall be null and void.

Section 7.09. The Contractor shall not discriminate or permit discrimination against a person because of race, color, religion, national origin or sex, and shall comply with all applicable laws regarding equal opportunity and non-discrimination. This provision is a material term of this Agreement.

Section 7.10. This Agreement shall be governed in accordance with the laws of the State of Maryland without reference to the conflict of laws rules thereof. The Contractor and the Authority hereby agree that any legal proceedings which may arise under this Agreement shall be brought in the Circuit Court of a Member Jurisdiction which is a party to the Confirmation(s) at issue in the dispute. The Contractor agrees that it shall submit to the jurisdiction of that Circuit Court for the purposes of all legal proceedings that may arise under the Agreement.

Section 7.11. If any provision hereof shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

Section 7.12. This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Contractor and the Authority.

Section 7.13. All notices, consents, approvals and requests ("Notices") provided for or permitted to be given under this Agreement must be in writing. Notices to the Authority or the Contractor must be delivered to such Party at the address for such Party set forth in first paragraph of this Agreement. Notices shall be (a) sent by certified U.S. Mail with return receipt requested (with confirmation thereof) or (b) delivered personally (including delivery by private courier services).

Such Notices shall be deemed to be duly given when received unless the day of receipt is not a business day, in which case such delivery shall be deemed to be made as of the next succeeding business day.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Attest:

**NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY**

M. Catherine Cole

By: Chitt Skaggs

Date: 12/15/16

Christopher Skaggs
Executive Director

Attest:

SOURCEAMERICA

Kawana Tessema
12/14/2016

By: George W. Carleton

Date: 12/14/2016

George W. Carleton
Director, Contract Management