



Apollo Education Group, Inc.

PURCHASE ORDER TERMS AND CONDITIONS

1. PAYMENT TERMS.

(a) Invoice Terms. "Company" means the party that has entered into this agreement (the "Agreement") with Apollo Education Group, Inc. or one of its subsidiaries ("Apollo Entity") by responding to a purchase order, whereby this Agreement is incorporated by reference. Company shall issue invoices to the party that has entered into this Agreement with Apollo Entity on a monthly basis. Invoices shall contain sufficient descriptions of activities that have or shall be performed in the billing period, with supporting data and reports, as applicable, and such other information, all as reasonably required by Apollo Entity for its internal accounting purposes and specified by Apollo Entity to Company from time to time. Unless otherwise set forth in writing between the parties, Apollo Entity will pay all undisputed invoices within sixty (60) calendar days of Apollo Entity's receipt of such invoice. Unless expressly stated otherwise in writing between the parties, all products, services and/or deliverables (including, without limitation, any related ideas, inventions, methods, processes, concepts, know-how, and techniques) (the "Products," "Services" and "Deliverables") must be delivered and/or fully completed and accepted prior to payment. Apollo Entity may setoff monies owed to Company against monies due from Company under any other contract(s) between Apollo Entity or any entity that wholly or partially controls, is controlled by, or is in common control with Apollo Entity ("Apollo Affiliate") and Company and its affiliated companies.

(b) Invoice Processing. Company acknowledges that Apollo Entity may use a third party processor to process its invoices and purchase orders ("Third Party Processor"). Such Third Party Processor will have standard terms and conditions that will govern Company's use of the Third Party Processor services in connection with Apollo Entity purchase orders and invoices. Company agrees to accept such terms and conditions, including, without limitation, any required service fees. Company further agrees that, by accepting such Third Party Processor terms, it is entering into a separate agreement with such Third Party Processor, and Apollo Entity will have no liability for, or relationship to, such transaction. Without the prior written consent of Apollo Entity, Apollo Entity will not accept any invoices or purchase orders unless Company uses such Third Party Processor.

(c) Taxes. Company shall be responsible for collecting and remitting all applicable taxes, if any, due in connection with Company's sale of Products and/or Services and

delivery of any Deliverables to Apollo Entity. Company shall pay, satisfy and perform, and hold Apollo Entity, Apollo Affiliates, their respective directors, officers, employees, shareholders and agents and all of their respective successors and permitted assigns (the "Apollo Indemnified Parties") harmless from, all related taxes and other governmentally imposed fees and charges including, but not limited to, all federal, state and local taxes, levies, fees and assessments.

2. PRICE WARRANTY. Notwithstanding any other provision of this Agreement, Company represents and warrants that the prices for Products, Services, or Deliverables sold to Apollo Entity hereunder will be the lowest prices at which such similar Products, Services or Deliverables are legally sold by Company to other customers under conditions reasonably similar to those covered by this Agreement. Company warrants that prices shown in this Agreement shall be complete and no additional charges or charges of any type shall be added without Apollo Entity's express written consent.

3. TERMINATION. This Agreement may be terminated: (i) in whole or in part, without cause, by Apollo Entity by providing thirty (30) calendar days written notice to Company; (ii) immediately by Apollo Entity upon any violation of the law by Company; (iii) immediately by Apollo Entity if Company breaches this Agreement or fails to fulfill its obligations in accordance with the terms of this Agreement, and such failure continues for ten (10) business days after notice is provided by Apollo Entity to Company; (iv) upon any insolvency or suspension of Company's operations or any petitions filed or proceeding made by or against Company under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings; or (v) as otherwise provided herein. Upon termination of the Agreement, Apollo Entity shall receive a refund for any prepaid Products, Services and/or Deliverables not provided by Company or not accepted by Apollo Entity.

4. ACCEPTANCE. Apollo Entity shall have thirty (30) calendar days following receipt to review Products, Services and/or Deliverables provided by Company hereunder. If during such thirty (30) calendar day period Apollo Entity determines, in its sole and absolute discretion, that certain Products, Services and/or

Deliverables are not acceptable to it, Apollo Entity may notify Company of such non-acceptance in writing setting forth the reasons that such Products, Services and/or Deliverables are not acceptable to Apollo Entity. Within five (5) business days of Company's receipt of such notice, Company shall take all reasonable steps necessary to make such Products, Services and/or Deliverables acceptable pursuant to the details provided in such notice by Apollo Entity. If Company is unable to make such Products, Services and/or Deliverables acceptable to Apollo Entity, in its sole and absolute discretion, within the five (5) business day period, Apollo Entity may reject such Products, Services and/or Deliverables by providing Company with written notice of rejection. Within thirty (30) calendar days of Company's receipt of Apollo Entity's written notice of rejection, Company shall provide Apollo Entity with a refund of the fees or other consideration paid for such Products, Services and/or Deliverables. Prior payment does not constitute acceptance of the Products, Services and Deliverables nor does it impair any rights or remedies of Apollo Entity for nonconforming Products, Services and Deliverables.

5. DELIVERY. Company shall pay for all delivery costs, including but not limited to, packaging, labeling and shipping (i.e. FOB Destination, freight prepaid). Title and risk of loss in and to the Products and Deliverables, if any, shall pass from Company to Apollo Entity upon delivery and acceptance as set forth in Section 4.

6. DELIVERABLES. All Deliverables, unless Apollo Entity has not paid the fees or other consideration due for such Deliverables according to the terms of this Agreement, shall be and remain the sole and exclusive property of Apollo Entity, and Apollo Entity shall exclusively retain all ownership and intellectual property rights therein. If Company is deemed to retain any intellectual property rights in any Deliverable, or if any Deliverable is not deemed a "work for hire" by operation of law, Company hereby irrevocably assigns and Apollo Entity hereby accepts all rights, title and interests in any intellectual property rights in such Deliverable without further consideration. In addition, it is understood that each party shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques related to the scope of the Services and used in the course of providing the Products, Services, or Deliverables.

7. WARRANTIES.

(a) Company represents and warrants that all Products and Deliverables shall be new, free from defects, of good material and workmanship, will be merchantable, will be safe and appropriate for the purposes for which goods and deliverables of that kind are normally used, and clear of all liens and encumbrances, and shall strictly comply with the terms of the Agreement and any applicable purchase orders, SOWs, or other documentation. Company acknowledges and expressly agrees that it has been

informed of Apollo Entity's intended use of the Products and/or Deliverables, and Company further represents and warrants that the items furnished hereunder are suited and appropriate for such particular use. Company shall extend all warranties that Company receives from its suppliers to Apollo Entity and Apollo Affiliates and their respective assigns and successors.

(b) All Products, Services and Deliverables shall be performed and/or delivered in a professional and workmanlike manner in accordance with generally accepted industry practices, and if unacceptable to Apollo Entity, shall be re-performed to the satisfaction of Apollo Entity in accordance with the acceptance procedures set forth in this Agreement. All Personnel of the Company shall have the necessary training and expertise and be qualified to provide the Services and/or Deliverables under this Agreement.

(c) Additionally, Company further expressly represents and warrants that: (i) it has the authority and the right to enter into this Agreement; (ii) each of its employees, agents or representatives assigned to provide Services under this Agreement to Apollo Entity or to an Apollo Affiliate shall have the proper skill, training and background so as to be able to perform such Services in a competent and professional manner; (iii) all Services shall be performed in a manner compatible with Apollo Entity's business operations; (iv) Company shall cause the Services to be performed in accordance with this Agreement and generally accepted industry practices; (v) neither the Products, the Services nor the Deliverables shall be in violation of any applicable law, rule, ordinance and regulation, and Company shall have obtained all licenses or permits required to comply with such laws, rules, ordinances and regulations; and (vi) neither the Products, Services nor the Deliverables shall violate or in any way infringe upon the rights of third parties, including, but not limited to: property, contractual, employment, privacy rights or any intellectual property rights. These warranties are in addition to all warranties contained under the law and all warranties shall survive any inspection, delivery, acceptance or payment by Apollo Entity.

(d) Apollo Entity shall be entitled to all rights and remedies available at law, including but not limited to credit, replacement or repair of defective Products and Deliverables at Apollo Entity's option, costs of removal of Products and Deliverables from any component, assembly or system into which such Products and Deliverables may have been incorporated, and cost of return of the Products and Deliverables. Company shall reimburse Apollo Entity for any incidental and consequential damages caused by such nonconforming Products and Deliverables. NO ATTEMPT BY COMPANY TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR COMPANY'S LIABILITY OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.

8. CONFIDENTIALITY.

(a) "Confidential Information" means all confidential and proprietary information of Apollo Entity and Apollo Affiliates, disclosed, prior to the execution of this Agreement or after, whether orally or in writing, including, but not limited to, the following: terms and conditions of this Agreement (including pricing and other terms set forth herein), Deliverables, customer information and data, Student Information, Personal Information, financial information, any information pertaining to the business organization, operations or plans, business records and plans, marketing strategies, cost, discounts, product design information and technical information. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Apollo Entity; (ii) was lawfully known to Company prior to its disclosure by Apollo Entity; or (iii) is lawfully received from a third party without breach of any obligation owed to Apollo Entity. "Personal Information" means any information that Company obtains in any manner from any source during or in connection with its performance of this Agreement that concerns any of Apollo Entity's or any Apollo Affiliate's prospective, former and existing students, customers or employees. Personal Information includes, without limitation, names, addresses, telephone numbers, e-mail addresses, social security numbers, credit card numbers, call-detail information, student records, purchase information, product and service usage information, account information, credit information, demographic and any other personally identifiable information.

(b) All Confidential Information will be the sole and exclusive property of Apollo Entity, and Company will not have any ownership interest in such Confidential Information or engage in any derivative uses thereof. Company shall: (a) use at least the same degree of care to prevent unauthorized use and disclosure of such Confidential Information as Company uses with respect to its own confidential information of a similar nature, provided that in all events, the manner and method used to prevent unauthorized use and disclosure is commercially reasonable in the circumstances; (b) use such Confidential Information only in performance of its obligations under this Agreement; and (c) not disclose or grant access to such Confidential Information to any third party (including representatives, counsel and consultants) without the express prior written consent of Apollo Entity. Company shall provide prompt written notice to Apollo Entity of any actual or potential unauthorized disclosure or unauthorized use of the Confidential Information and shall assist Apollo Entity in the remedying to prevent and/or stop the disclosure or use of the Confidential Information.

(c) In the event Company becomes legally compelled (by depositions, interrogatory, subpoena, civil investigative demand, similar process or otherwise) to disclose any Confidential Information, Company shall provide Apollo

Entity with prompt prior written notice of such requirement so that Apollo Entity may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if Apollo Entity waives in writing compliance with the terms hereof, Company agrees to furnish only that portion of the information which Company is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

(d) Company shall return to Apollo Entity, or at Apollo Entity's option, destroy (and certify in writing such return or destruction) any and all Confidential Information upon termination or expiration of this Agreement and upon request of Apollo Entity. This Section shall survive termination or expiration of this Agreement.

(e) Company understands and acknowledges that the Confidential Information has been developed or obtained by Apollo Entity through the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Apollo Entity which provides a significant market advantage. Company further acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of Company's obligations hereunder and that any such breach may result in irreparable harm to Apollo Entity, and therefore, Company agrees that upon any such breach or any threat thereof, Apollo Entity may immediately obtain injunctive relief against such breach or threatened breach. Accordingly, Apollo Entity shall be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies Apollo Entity might have at law. Any breach of this Section 8 shall constitute a material breach of this Agreement.

(f) Additional Protection of Personal Information. Company shall undertake the following obligations which are in addition to those otherwise set forth herein:

(i) *FERPA.* If Company, its employees or agents are provided access to any student or alumni information of Apollo Entity or an Apollo Affiliate, including but not limited to student or alumni names, email addresses, identification codes or other academic or financial records ("Student Information"), Company acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted by FERPA. Company shall be subject to and agrees to abide by Apollo Entity's established and published FERPA policies.

(ii) *Adequate Safeguards.* Company shall implement and maintain administrative, physical and technical safeguards ("Safeguards") that prevent any

collection, use or disclosure of, or access to, Personal Information that this Agreement does not expressly authorize, including, without limitation, an information security program that meets the standards of industry practice to safeguard Personal Information. Company shall provide Apollo Entity with information regarding the Safeguards and related measures upon reasonable request.

(iii) *Notification of Security Breach.* Company shall immediately notify Apollo Entity of any actual, probable or reasonably suspected breach of security of Company's systems and of any other actual, probable or reasonably suspected unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Personal Information (each, a "Security Breach"). To notify Apollo Entity of a Security Breach in accordance with this Section, Company shall email a detailed description of such Security Breach to

abuse@apollogrp.edu. In the event of a Security Breach, Company shall use its best efforts and at its own cost and expense: (i) assist Apollo Entity in investigating, remedying and taking any other action Apollo Entity deems necessary regarding such Security Breach; (ii) assist Apollo Entity in any dispute, inquiry or claim that concerns a Security Breach; and (iii) provide Apollo Entity with assurance satisfactory to Apollo Entity that such Security Breach or potential Security Breach will not recur.

8. COMPLIANCE WITH LAWS AND POLICIES.

(a) Company will comply with all applicable current and future local, state, and federal laws, regulations and ordinances with respect to the Products, Services and Deliverables. In addition to compliance with the provisions of this Agreement, Company shall also comply with all laws applicable to Company related to the use of the Personal Information, as well as Apollo Entity's written confidentiality, privacy and security policies. Compliance with such laws and policies shall not otherwise relieve Company of its duties with respect to Personal Information. Any violation of this Section shall be deemed a material breach of the Agreement by Company entitling Apollo Entity to immediate injunctive relief and constituting grounds for immediate termination of this Agreement by Apollo Entity, among other remedies.

(b) **Title IV Compliance.** Company represents that it has never participated as an institution or third-party servicer in any federal student aid program authorized under the Higher Education Act of 1965, as amended. Company upon its knowledge and belief represents that neither it, nor any of its employees, directors, officers or subcontractors has been: (x) convicted of, or pled *novo contendere* or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or (y) administratively or judicially determined to have

committed fraud or any other material violation of law involving Federal, State, or local government funds. Company agrees to promptly notify Apollo Entity in

writing if there is any change in its representations in (x) and (y) in the immediately preceding sentence and to promptly reaffirm these representations to Apollo Entity upon request.

(c) **Non-Discrimination.** Each party agrees not to discriminate against any employee or applicant for employment on the basis of any category or characteristic protected by applicable federal, state, or local law. In addition, the provisions of 41 C.F.R. Section 60-1.4(a), 41 C.F.R. Section 60-300.5(a), 41 C.F.R. Section 60-741.5(a), and 29 C.F.R. Part 471, Appendix A to Subpart A are, if applicable, incorporated by reference.

9. INDEMNIFICATION.

(a) Company shall defend, indemnify and hold harmless Apollo Indemnified Parties, from and against any and all suits, claims, actions, causes of actions, judgments, damages, liabilities, losses, damage to property or for injury to or death of any person, costs and expenses (including without limitation court costs, litigation expenses and reasonable attorneys' fees) (collectively referred to as "Claims") asserted against Apollo Indemnified Parties arising out of or from, or alleged to have arisen from: (i) the acts or omissions (whether negligent, reckless, intentional or otherwise) of Company, its employees, agents, contractors or subcontractors; (ii) any misrepresentation, omission, breach of warranty, breach of any covenant or other breach or default by Company under this Agreement; (iii) without limitation any infringement of third party rights or violation or breach of confidentiality as stated herein; and (iv) any claim by any employee of Company against Apollo Entity or any Apollo Affiliate claiming any employment benefit of Apollo Entity or any Apollo Affiliate.

(b) **Infringement Indemnification.** Notwithstanding any of the other indemnities or releases contained in this Agreement, Company shall indemnify, defend and hold the Apollo Indemnified Parties harmless from and against any Claims asserted by or arising in favor of any person or entity for or as a result of infringement or alleged infringement of any patents, copyrights or trademarks, or misappropriation or misuse of any trade secrets or other confidential information, based on or related to the Products, Services, Deliverables or Company, its employees, agents, contractors or subcontractors, or use or application of any processes, compositions, equipment, machines, articles of manufacture or computer software. In connection therewith, Company shall at its sole expense, promptly undertake to procure for Apollo Entity the right to continue using any Product, Service or Deliverable subject to such Claims. If, however, such right cannot be procured on terms and conditions

reasonably acceptable to Apollo Entity, Company shall, at

its sole expense but at Apollo Entity's discretion: (i) promptly modify such Product, Service and/or Deliverable to render it non-infringing but functionally equivalent; (ii) promptly substitute such Product, Service and/or Deliverable with a replacement that is non-infringing but is functionally equivalent; or (iii) refund to Apollo Entity the sums actually paid for the Product, Service and/or Deliverable and Apollo Entity shall cease to use same.

10. INSURANCE. Company, at its own cost and expense, shall maintain for the duration of this Agreement the following insurance with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of at least A X: (a) Workers' Compensation for all its employees as prescribed by law; and (b) Commercial Comprehensive General Liability Insurance with limits reasonable or customary for Company's industry that includes bodily injury, property damage, advertising injury, employee liability, products and completed operations and contractual liability coverage naming Apollo Entity, Apollo Affiliates and each of their officers, directors, officials, agents and employees (collectively, the "Apollo Insured Parties") as additional insureds; and (c) such other policies and coverage as is prudent for a company in Company's industry. If said Commercial General Liability policy does not automatically cover Company's contractual liability under this Agreement, Company shall obtain a specific endorsement adding such coverage. With respect to the foregoing insurance policies in which the Apollo Insured Parties are named as additional insureds, the Apollo Insured Parties shall be additional insureds to the full limits of liability purchased by Company even if such limits of liability are in excess of those required by this Agreement. Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Company's procurement of such insurance shall in no way affect the indemnification or warranty provisions set forth in this Agreement, but shall be additional security therefor.

11. RELATIONSHIP. Company acknowledges and agrees that the relationship with Apollo Entity is that of an independent contractor and nothing in this Agreement or related to Company's performance of any obligation hereunder shall be construed to create an employee relationship between Apollo Entity and Company or any of Company's employees.

12. CONFLICT OF INTEREST. Company shall disclose to Apollo Entity any relationships it has with any employee, officer or director of Apollo Entity or an Apollo Affiliate whereby the employee, officer or director may directly or indirectly receive any financial or other benefit from Company, whether as a result of this Agreement or otherwise (a "Conflict of Interest"). Based upon such information, Apollo Entity may in its sole discretion,

accept or reject the Agreement. Additionally, if Company becomes aware of any Conflict of Interest during the term of this Agreement, Company shall disclose such relationship to Apollo Entity immediately, and in no event more than fifteen (15) calendar days of learning about such relationship. Apollo Entity may in its sole discretion, approve such relationship in writing or may terminate this Agreement upon one (1) business day written notice.

12. GRATUITY. Under Apollo Entity's and Apollo Affiliate's Gift and Entertainment Policy, Apollo Entity and Apollo Affiliates' employees, officers, directors, agents and representatives and their spouses, family members and relatives are prohibited from accepting, and Company is prohibited from offering, giving or agreeing to give, any gifts, gratuities, favors or advantages from Company which could act as an inducement or a reward, except for insignificant items of low value such as business lunches and advertising items. Company agrees not to provide such persons with such gifts, gratuities, favors or advantages. Further, Company shall not enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by any Apollo Entity or Apollo Affiliate by or for the Company, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Apollo before execution of this Agreement. Company further agrees that any violation of this provision shall be considered a material breach and in such event, Apollo Entity may immediately terminate this Agreement by written notice in its sole discretion and any such termination shall be without prejudice to any right or remedy that has already accrued or subsequently accrues to Apollo Entity or any Apollo Affiliate.

13. GOVERNING LAW AND FORUM. Unless otherwise expressly set forth in this Agreement, any dispute or action shall be governed by this Section 14. The laws of the State of Arizona, without giving effect to its conflicts of law principles or rules, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Superior Court of Maricopa County, in the State of Arizona or in the United States District Court for the District of Arizona. For the purposes of all legal actions and proceedings arising out of or relating to this Agreement, each party to this Agreement submits to the exclusive jurisdiction of: (a) any court of the County of Maricopa County, Arizona and its appellate courts; and (b) the United States District Court for the District of Arizona and its appellate courts.

14. GENERAL PROVISIONS.

(a) Assignment. This Agreement may not be assigned, nor may performance be delegated, in whole or in part, by Company without the advance written consent of Apollo

Entity. Any attempt by Company to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.

(b) Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

(c) Entire Agreement. This is the entire agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications. This Agreement will not be varied except in writing, signed by the parties. Except as otherwise explicitly provided in this Agreement, the provisions of this Agreement shall control and prevail over any conflicting provisions in any SOW, proposal, purchase order, acceptance notice or other document attached hereto and/or related to the subject matter of this Agreement.

(d) Interpretations. The parties agree that the terms and conditions of this Agreement were mutually negotiated. Thus, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement.

(e) No Waiver. The parties may not waive any provision of this Agreement in whole or in part except pursuant to a writing executed by both parties. Either party's failure to enforce any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder, nor will the either party's failure to strictly enforce any provision of this Agreement prejudice the right of that party to take any action in the future to enforce any provisions hereunder.

(f) Publicity. Except as specifically authorized in writing by Apollo Entity or as required by law (which requirement shall be described in detail to Apollo Entity in writing at least five (5) business days prior to the date of scheduled disclosure), Company shall not publicize this Agreement or the transactions contemplated herein, nor shall Company use in any manner Apollo Entity's or any Apollo Affiliate's name, trademark, service mark, service name or symbol in any advertising or promotion.

(g) Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a competent court or tribunal, the validity and enforceability of the remaining provisions will not be affected and, in lieu of such illegal, invalid or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms and effect as may be legal, valid and enforceable under applicable law.

(h) Notices. Notices permitted or required under this Agreement shall be deemed to have been given on the date actually received when personally delivered or three (3) business days after mailing if mailed by registered or

certified U.S. mail, return receipt requested.

(i) Binding Nature. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

(j) Recovery of costs. In addition to any other remedies available to Apollo Entity, including those described in this Agreement, Apollo Entity shall be entitled to recover its costs and expenses, including its actual attorney fees, incurred in enforcing the terms and conditions set forth herein.