

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is made this 22nd day of August, 2023 between TruEd Consulting, Inc., a Delaware Corporation (“TruEd”, “we” or “our” or “Consultant”) and Washoe County, with its principal place of business located at 1001 East Ninth Street, Reno, Nevada 89512 (“Client”, “you” or “your”). TruEd and Client may individually be referred to as a “Party” or together as the “Parties.”

1. Our Services.

1.1 We will provide the services and furnish the deliverables (the “Services”) as specified in one or more Statements of Work (each, an “SOW”) signed by both Parties and attached hereto, as may be modified in writing from time to time by mutual consent, each of which will incorporate all of the terms and conditions of this MSA as though fully set forth therein. A SOW together with this MSA is referred to as the “Agreement.” In the event of a conflict between any term of this MSA and the terms of a SOW, the terms of this MSA shall prevail. Changes to the scope of the Services shall be made only in a writing executed by authorized representatives of both Parties.

1.2 You understand that we do not license and/or provide third party materials, including but not limited to third party software, hardware, tools, content, graphics, or other materials (collectively “Third Party Materials”) as part of our Services under this Agreement. In the event that a portion of the Services requires the use of Third Party Materials, you already have or will license or acquire such Third Party Materials directly from the third party provider and shall ensure that you have the right to provide us with access to and use of such Third Party Materials in the provision of our Services hereunder.

2. Independent Contractor. We are an independent contractor and not your employee, agent, joint venturer, or partner and will determine the method, details and means of performing our Services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security, payroll, and other applicable employee withholdings.

3. Fees and Expenses.

3.1 Our fees and payment terms are set out in the SOW. Those fees do not include taxes and other governmental charges (which will be separately identified in our invoices).

3.2 You acknowledge that where out-of-town personnel are assigned to any project on a long-term basis (as defined from time to time in the applicable provisions of the Internal Revenue Code and related IRS regulations, and currently defined, under IRC Section 162, as a period of time reasonably expected to be greater than one year), the associated compensatory tax costs applied to out-of-town travel and living expenses also shall be calculated on an individual basis, summarized, and assessed to such personnel. In such cases, the expenses for which you shall reimburse us hereunder shall be deemed to include the estimated incremental compensatory tax costs associated with the out-of-town travel and living expenses of our personnel, including tax gross-ups. We shall use reasonable efforts to limit such expenses.

3.3 We reserve the right to suspend Services if undisputed invoices are not paid within sixty (60) days of invoice date, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension. Notice provisions and cure provisions would apply before services were ever suspended.

3.4 TruEd has a right to increase hourly rates by role by 5% per year after the end of year 1 of the contract term to account for inflation. The term of this agreement is five years, with the option to renew subject to both parties’ written approval.

3.5 Please be advised that a late fee of 1.5% will be added to all payments received after 30 days of invoice date.

4. Taxes.

4.1 You will be responsible for and pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with your receipt of our Services, excluding taxes on our income generally.

4.2 If you are required by the laws of any foreign tax jurisdiction to withhold income or profits taxes from our payment, then the amount payable by you upon which the withholding is based shall be paid to us net of such withholding. You shall pay any such withholding to the applicable tax authority. However, if after 120 days of the withholding, you do not provide us with official tax certificates documenting remittance of the taxes, you shall pay to us an amount equal to such withholding. The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against our corporation income tax.

5. Confidentiality and Privacy.

5.1 With respect to the terms of this MSA, any information supplied in connection with the Services under a SOW and designated by either of us as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure (“Confidential Information”), the other agrees to protect the Confidential Information in a reasonable and appropriate manner, and use Confidential Information only to perform its obligations under this engagement and for no other

purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits, and litigation.

5.2 Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the disclosing Party; provided that the receiving Party may retain other archival copies for recordkeeping or quality assurance purposes and receiving Party shall make no unauthorized use of such copies.

5.3 We agree to use any personally identifiable information and data you provide us only for the purposes of the Services provided under the applicable SOW and as you direct, and we will not be liable for any third-party claims related to such use. You agree to take necessary actions to ensure that you comply with applicable laws relating to privacy and/or data protection, and we are not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

5.4 Nothing herein shall be construed so as to prevent a disclosing Party from disclosing to others its own Confidential Information.

6. Our Deliverables and Your License.

6.1 Except for any deliverables which are custom-developed specifically for you and identified as your exclusively owned deliverables in an applicable SOW, all deliverables, including all intellectual property rights contained therein, provided to you as a part of the Services under this MSA shall be owned exclusively by us, including but not limited to: (a) our work papers, proprietary information, processes, methodologies, know how, tools, devices and software; and/or (b) any modifications, alterations, enhancements, extensions, configurations or derivative works made to our software (collectively referred to herein as "TruEd Property"). TruEd Property includes such information as existed prior to the delivery of Services and, to the extent such information is of general application, anything which we may discover, create, or develop during our provision of Services to you. Upon payment of all applicable fees for the Services, we grant to you a fully paid up, non-exclusive, nontransferable license to use the TruEd Property for your internal business purposes and for any purpose that may be expressly stated in an applicable SOW. The TruEd Property may not otherwise be disclosed, published, or used in whole or in part for any other purpose. "TruEd Property", refers primarily to templates and intangible know-how that preexists the engagement which we will use, and hope to re-use. Such "TruEd Property" would not include any client confidential information.

6.2 The rights granted by us in Section 6.1 above do not include any rights in Third Party Materials. All Third Party Materials are subject to the terms and conditions of the applicable license or other agreement between you and the applicable third party provider.

6.3 You acknowledge that we provide services and/or deliverables to other clients that may be similar to the Services hereunder, and nothing under this MSA or any applicable SOW shall be construed to prevent us from providing such services or deliverables to other clients.

7. Your Responsibilities.

7.1 To the extent applicable you will cooperate in providing us with office space, equipment, data, and access to your personnel as necessary to perform the Services. To help maximize the value of our work to you and to keep the project moving on schedule, you agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the Services. You also agree to cause your employees and contractors to reasonably cooperate with us.

7.2 You will designate an employee or employees within your senior management who will make or obtain all management decisions on a timely basis. You also agree to ensure that all assumptions set forth in an applicable SOW are accurate and to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals. You shall provide reliable, accurate and complete information necessary for us to adequately perform the Services and will promptly notify us of any material changes in any information previously provided. You acknowledge that we are not responsible for independently verifying the truth or accuracy of any information supplied to us by or on behalf of you.

8. Our Warranty.

- 8.1 We warrant that our Services will be performed with reasonable care in a diligent, timely and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within 30 days after the Services are delivered. The notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance.
- 8.2 We do not warrant and are not responsible for any Third Party Materials or services. Your sole and exclusive rights and remedies with respect to any Third Party Materials or services are against the third party provider and not against us.
- 8.3 THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF TRADE, DEALING, OR PERFORMANCE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

9. Liability and Indemnification.

- 9.1 Each Party ("the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party") harmless from and against all loss, damage, suits, liabilities, costs and expenses (including attorney's fees), of every kind, nature and description arising out of or in any way connected with the Indemnifying Party's obligations under this Agreement.
- 9.2 Neither party will be liable to the other for any special, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings, or business opportunity). Client will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.
- 9.3 Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

10. Insurance

Washoe County has established specific indemnification and insurance requirements for agreements to help ensure that reasonable insurance coverage is maintained. Exhibit B, Pages 1-4, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

11. Termination.

- 11.1 Termination for Breach. Either Party may terminate this Agreement for breach if, within 30 days' written notice detailing the nature of the breach, the breaching Party fails to cure a material breach of this Agreement.
- 11.2 You may terminate this Agreement for convenience on thirty days' written notice. To the extent you terminate this Agreement for convenience, you will pay us for all Services rendered, expenses incurred, and contingent fees (if any) to the effective date of termination. To the extent you terminate this Agreement for breach, you will pay us for all conforming Services rendered and reasonable expenses incurred by us to the effective date of the termination.
- 11.3 The terms of this Agreement which relate to confidentiality, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination.

- 12. Books and Records. If applicable, we each agree to comply with the requirement of Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations pursuant thereto, governing the maintenance of documentation to verify the cost of the Services rendered under any applicable SOW as follows: Until the expiration of four (4) years after the furnishing of the Services pursuant to the applicable SOW, each Party shall make available upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the U.S., or any of their duly authorized representatives, the applicable terms and conditions and any books, documents, and records that are necessary to verify the nature and extent of such costs. If either of us is requested to disclose any books, documents, or records relevant to any SOW for the purpose of an audit or investigation, the Party impacted shall, unless legally prohibited, immediately notify the other Party of the nature and scope of such request, and shall make available, upon written request of the other Party, all such books, documents, or records.

13. General.

- 13.1 This MSA together with all SOWs, including all their attachments constitute the entire understanding and agreement between us with respect to the Services described in this MSA and any SOW, supersede all prior oral and written communications between us, and may be amended, modified, or changed only in a writing when signed by both Parties. The Parties acknowledge that they may be a party to a software license or hosting agreement and that the terms of this Agreement shall not supersede such agreements.
- 13.2 No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the Party granting such waiver or consent.
- 13.3 We each acknowledge that we may correspond or convey documentation via Internet e-mail and that neither Party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither Party will be liable for any loss, damage, expense, harm, or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.
- 13.4 Notices. All notices required under this Agreement shall be given in writing and delivered to the receiving Party at its respective address set forth below by: (i) personal delivery; (ii) certified or registered mail (return receipt requested), or (iii) by a recognized courier service. All such notices shall be effective upon receipt or refused delivery. Any Party may change its address set forth below by written notice to the other Party in accordance with the terms.

If to Supplier:
TruEd Consulting, Inc.
2205 W 136th Ave # 106-320, Broomfield, CO 80023-9306
E-mail: operations@truedconsulting.com
Attention: Shardai Williams
Title: Director of Operations

If to County:
Washoe County, Technology Services
1001 E. 9th Street, C220, Reno, NV 89512
E-mail: dsimpson@washoecounty.gov
Attention: Dan Simpson
- 13.5 Except in the event of a sale of all or substantially all of the assets of TruEd as a going concern to another entity, or merger or consolidation with or into another entity which shall continue TruEd's business substantially unchanged, neither Party shall assign or transfer this Agreement or any of the license or other rights granted by this Agreement, without obtaining the other Party's written approval, such approval not to be unreasonably withheld whether by operation of law or otherwise.
- 13.6 This MSA and any SOW hereunder shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to conflict of law rules.
- 13.7 If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect our mutual intention.
- 13.8 This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement.

TruEd Consulting, Inc.

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| Signed By: |
| Print Name: |
| Title: |
| Date: |

CLIENT

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| Signed By: |
| Print Name: |
| Title: |
| Date: |