

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into and made effective as of the date set forth below ("Effective Date") by and between ProCircular, Inc., an Iowa corporation ("ProCircular") and Sioux City Community Schools ("Client"). Each Party may be referred to herein as a "Party", or together, as the "Parties". In consideration of the mutual promises contained herein, ProCircular and Client agree as follows:

1. Services.

a. Statements of Work. ProCircular agrees to use commercially reasonable efforts to provide and/or perform the services ("Services") described in the statement of work attached hereto as Exhibit A (the "Initial Statement of Work"). Following the Effective Date, the Parties may enter into one or more additional statements of work. Each additional statement of work must be in writing and signed by both Parties (each, an "Additional Statement of Work" and, collectively with the Initial Statement of Work, the "Statements of Work" or "SOWs"). Each fully executed Additional Statement of Work will be attached to and become part of **Exhibit A** hereto, and shall be deemed to incorporate the terms of this Agreement. Should the terms of any specific SOW conflict with the terms of this Agreement, the terms of the specific SOW will control. An SOW may be amended solely pursuant to Section 12(a) below.

b. Cooperation. ProCircular will use all commercially reasonable efforts to complete the Services according to any schedule set forth by and between ProCircular and Client. Client acknowledges that the successful and timely completion of the Services and deliverables provided pursuant to the Services (such deliverables, the "Deliverables") will require the good faith cooperation of Client. Client shall fully cooperate with ProCircular, including, but not limited to, providing ProCircular with all information as may be reasonably required. Client shall provide to ProCircular full access to the computer(s) and/or peripheral(s) to be serviced, access to the premises, Client's consent and cooperation to enter its residence or business, a safe working environment, sufficient working space, and electrical power. Client shall be responsible for all coordination of Services to be performed at Client's location. All estimated dates specified in a schedule shall be extended by delays caused by Client, including without limitation the amendment of a schedule and/or SOW. If Client reschedules an agreed-upon engagement date within five (5) business days of such engagement date, Client agrees to defer to ProCircular's schedule availability when determining the rescheduled engagement date.

c. Scope. Client acknowledges that each SOW executed in Exhibit A is intended to narrow the scope of that particularly agreed upon work to provide the highest quality results in an actionable format, on time and within budget. As any additional vulnerabilities, weaknesses, changes, or other such similar deviations from the SOW are identified, it may be necessary to expand the scope of the SOW using additional Change Orders or SOWs at rates mutually agreed upon by and between ProCircular and Client. With the execution of each SOW under Exhibit A, Client acknowledges these facts and agrees that any work outside of the scope defined therein will require additional time and/or charges.

d. Project Delivery Methodology. Client agrees to follow the methodologies, processes, and timelines as prescribed and executed by ProCircular staff for all projects.

e. Responsibilities of Client. Client will provide all necessary staff from all areas of the organization during the entirety of each engagement. This will ensure a true picture of the environment and agreement of the scoping of services. Client will also need to provide credentials for applications, servers, domain services, and other similar programs or services for items identified as in scope. Client will also need to supply any compliance requirements that they have with clients, agencies or vendors at the time of the assessment.

f. Location of Work Facilities. Unless otherwise required by Client, all Services shall be performed by ProCircular at its facility or such other location or locations as ProCircular shall reasonably request. Unless otherwise agreed upon by ProCircular and Client, all work shall be performed Monday through Friday during the

hours of 8:00am and 5:00pm Central Time excluding ProCircular's observed holidays. Any work outside of normal business hours must be coordinated and approved by ProCircular. No work is scoped for holiday hours.

2. Fees, Payment & Acceptance.

a. Fees. In consideration for performing the Services under this Agreement and any applicable SOW, Client will be solely liable to pay to ProCircular the fees and expenses pursuant to the terms set forth herein and in each applicable SOW. Client agrees that ProCircular earns the full amount stated in each applicable SOW as consideration for (a) the right of Client to represent to any third party that Client has retained ProCircular; (b) the obligation of ProCircular to plan, reserve and/or allocate resources toward the performance of the Services; and (c) to refuse to accept any conflicting engagements without written consent of Client. ProCircular may accept payment from a third party on behalf of Client in place of direct payment from Client; however, Client agrees that ProCircular shall not be obligated, under any circumstances, to recover or collect any outstanding fees or expenses from such third party.

b. Reimbursable Items and Expenses. Client agrees to pay all incidental expenses reasonably incurred by ProCircular in connection with the SOWs, including without limitation travel expenses, the cost of unique hardware or software that ProCircular does not presently own, and any and all other extraneous expenses. ProCircular will notify Client before any such incidental expenses are incurred through any means available, including written or oral notifications, and Client's acceptance of all fees is assumed unless explicitly denied by Client.

c. Time-and-Materials Billing Policies. Engagements that are billed to the client on a time-and-materials basis, and not on a fixed price basis, shall be subject to the following billing policies:

1. Activity Time Billing Policy. Billable activities ("Activity Time") shall be billed in minimum increments of quarter of an hour per activity (i.e., in fifteen (15) minute increments). Time shall be rounded-up to the nearest quarter of an hour. For the avoidance of doubt, if a phone call lasts 10 minutes, time will round up to 15 minutes (one quarter hour increment). Billable time shall begin at the time services begin to be performed or the appointment time, whichever is earlier. For the avoidance of doubt, if a client makes an appointment for 10:00 am and the consultant arrives at 9:50 am, but due to client issues work does not begin until 10:15 am, billable time will begin at 10:00 am. However, if work were to begin when the consultant arrives at 9:50 am, billable time begins at 9:50 am.

2. Travel Time Billing Policy. Client may be invoiced for travel time when said travel is conducted for the benefit of Client. This time may include travel to or from Client site or another location for the conduct of consulting or training services. Work involving travel away from any ProCircular office Location is billed at one half (1/2) of the hourly rate for consulting time using the standard or discount rate appropriate for that client. For the avoidance of doubt, if Client's billing rate is \$100/hour for Technical Consulting services, the consultant travels to Client after work on day 1, departing at 6:00 pm and arriving by car at a hotel near Client location at 9:00 pm, the consultant spends 6 hours at Client facility on day 2 (8:00 am to 2:00 pm) then departs Client facility and travels to the consultant's home, arriving at 5:00 pm, then Client may be invoiced for 6 hours consulting time (at \$100/hour) and 6 hours of travel time (at \$50/hour), for a total of 12 hours, which equals \$900. Air travel shall be coach class whenever available. Driving mileage shall be billed at the current IRS Optional Business Standard Mileage Rate on a per mile basis.

3. Direct Expense Billing Policy. Client may be invoiced for all direct expenses associated with providing consulting or training services. These expenses will be invoiced at cost without markup. Direct expenses (at reasonable costs) may include, but are not limited to: (a) personal vehicle charges including mileage charged at the rate of IRS defined per mile rate, tolls, and parking; (b) air travel charges including airfare (unrestricted coach fare), ticket agent fees, parking at airport, baggage carts, and baggage storage; (c) lodging and meal costs including room fees with taxes and surcharges, tips, and vehicle parking; (d) rental car charges including rental

fees, fuel, and insurance; (e) other travel charges including shuttle or taxi services; (f) shipping costs including FedEx, UPS, or USPS; and (g) equipment specifically required to complete tasks for the client including technical equipment and accessories, computers, video/audio systems for presentations, and telecommunication systems.

d. Payment. Client shall pay the invoiced amount within thirty (30) days of the invoice date, unless a different time for payment is identified in the SOW. Any non-payment past such thirty (30) days shall be considered late.

e. Late Payments. Late payments shall incur a late fee of one and one-half percent (1.5%) of the outstanding amount per month or the maximum interest rate allowed by law, whichever is less. In the event of a good faith dispute with regard to a portion of an invoice, the undisputed portion is to be paid according to this Section 2. Client must notify ProCircular in writing of any disputes with respect to an invoice before payment is due; otherwise, Client is deemed to have waived its right to dispute such invoice. Client shall pay any amounts incurred by ProCircular in the collection of past-due amounts owed, including, but not limited to, reasonable attorneys' fees and costs. Failure to pay invoices when due is a material breach of this Agreement.

f. Completion and Acceptance Criteria. In the event Client believes that the Services provided do not meet the applicable standards and/or specifications, Client must notify ProCircular in writing of any deficiency before payment is due; otherwise, Client is deemed to have waived the alleged defect.

3. Term. This Agreement is in effect as of the Effective Date and shall continue until expiration of the last remaining SOW. This Agreement may be terminated prior to the expiration of the Term as set forth in Section 4 below. Notwithstanding the termination or expiration of this Agreement, the provisions in Sections 2, 4, 5, 6, 7, 9, 10, 11 and 12 will survive for the stated length of time or indefinitely if no stated time is given.

4. Early Termination.

a. For Cause Termination: Either Party hereto may terminate or cancel this Agreement at any time in the event that any of the following occurs (a "For Cause Termination"):

1. The other Party fails to perform any obligation, warranty, duty or responsibility under this Agreement (or any SOW) or is in default with respect to any term or condition under this Agreement (or any SOW) and such failure or default continues unremedied for a period of thirty (30) days (or five (5) days in case of failure to make timely payments) after notice of failure or default from the other Party; or

2. The other Party (a) admits in writing its inability to pay its debts as they mature, (b) makes a general assignment for the benefit of its creditors, (c) applies for or consents to the appointment of a receiver, trustee or liquidator for all or a substantial part of its assets, (d) files a petition or is the subject of an involuntary petition in bankruptcy or for reorganization or for an arrangement pursuant to a bankruptcy act or insolvency which petition is not dismissed within ninety (90) days from such filing, or (e) is adjudicated as bankrupt or insolvent, then the first Party may terminate this Agreement upon written notice to the other Party.

b. Effect of Termination: In the event that ProCircular terminates this Agreement in accordance with Section 4(a), Client shall be responsible to immediately pay to ProCircular any outstanding balance plus the full remaining payments due through the Term, including without limitation, any payments or obligations ProCircular may owe to, or be subject to, third-parties on behalf of Client. Such rights and remedies of ProCircular shall be in addition to, and not in lieu of, any rights and remedies of ProCircular specified in an applicable SOW.

5. Surrender of Records, Materials, Equipment and Hardware. Unless specifically provided otherwise in that separate confidentiality or non-disclosure agreement (the "NDA") entered into by and between ProCircular and Client, upon termination of this Agreement by either Party for whatever reason, each shall promptly return to the other Party all copies of proprietary software, and all other confidential or proprietary materials and any equipment

or hardware acquired as part of this Agreement and any applicable SOWs, and shall immediately cease use thereof. Each Party acknowledges that all the foregoing items are the other Party's property. The rights and remedies of each Party in this Section 5 shall be in addition to, and not in lieu of, any additional or more specific provisions of any applicable SOW.

6. Proprietary Information and Intellectual Property.

a. Proprietary Information. Each Party shall hold in confidence all Proprietary Information (defined below) that it receives (the "Receiving Party") from the other Party (the "Disclosing Party"). The Receiving Party will not disclose any of the Disclosing Party's Proprietary Information to any party or person whatsoever other than to their respective employees or agents (for the avoidance of doubt, ProCircular's agents include its consultants, legal advisors, business advisors and contractors) who have a need to know such Proprietary Information consistent with the purpose for which it was disclosed. Client acknowledges and agrees that ProCircular may need to provide general information and progress updates to third-parties with whom both ProCircular and Client have ongoing, working relationships, and which third-parties have a vested interest in the ongoing nature of the matter at hand. Receiving Party will not use, directly or indirectly, any of the Disclosing Party's Proprietary Information for any purpose other than the purpose for which it was disclosed. The Receiving Party will not use, directly or indirectly, under any circumstances, any of the Disclosing Party's Proprietary Information for any purpose that is in any way detrimental to the Disclosing Party. Receiving Party shall take reasonable precautions to protect the confidentiality and value of Disclosing Party's Proprietary Information, including measures to prevent loss, theft and misuse. Receiving Party shall immediately give notice to Disclosing Party of any unauthorized use or disclosure of Disclosing Party's Proprietary Information. Receiving Party agrees to assist Disclosing Party in remedying any unauthorized use or disclosure of Proprietary Information caused by such Receiving Party. Client and ProCircular agree that in the event of arbitration related to the performance or payment of any Services, the confidentiality provisions of this agreement are waived for purposes of arbitration only. Client and ProCircular agree that each may apply for a proper confidentiality order to permit arbitrating claims while protecting confidential matters. ProCircular and Client acknowledge and expressly agree that each and every one of their employees and agents are bound to the terms and conditions of this Section 6.

b. Definitions. As used herein, "Proprietary Information" means Intellectual Property and Confidential Information; provided, however, "Proprietary Information" does not include: (a) information already in the possession of, or already known to, the Receiving Party as of the Effective Date, and not under any other obligations of confidentiality due to any other agreements between the Parties; (b) information that enters the public domain after the Effective Date, or which, after such disclosure, enters the public domain through no fault of the Receiving Party; (c) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality; (d) information independently developed by any party without use of any Proprietary or Confidential Information; or (e) information that is explicitly approved for release by the Disclosing Party.

"Intellectual Property" includes, without limitation, all: (a) works of authorship, including, but not limited to, copyrights, moral rights and mask works; (b) trademarks, services marks, trade names and any other indicia of origin; (c) trade secrets; (d) patents, pending patent applications, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force.

"Confidential Information" means information identified on, in or constituting: all strategic and development plans, financial information, results of the Services, business plans, information about parent, subsidiaries or sister companies, co-developer identities, data, business records, client lists, identity of vendors and partners, policy information, personally identifiable information, personal financial information or personal health information (as those terms are defined by governing law), product designs, test data, project records, market reports, investor information, know-how, discoveries, ideas, concepts, specifications, models, diagrams,

methodologies, research, technical and statistical data, drawings, models, flow charts, work-flow, marketing, pricing, selling, distribution, database descriptions, software code, source code, object code, Intellectual Property, and any and all other tangible or intangible information, encompassed in any medium, which may be disclosed, whether or not in writing, whether or not marked as "Confidential" or "Proprietary" by the Disclosing Party or to which the Receiving Party may be provided access by Disclosing Party in accordance with this Agreement, or which is generated or learned as a result of or in connection with the Services and is not generally available to the public. "Confidential Information" also includes proprietary or confidential information of any third party that may disclose such information to either Party in the course of that Party's relationship with the third party.

c. Disclosure Required by Law. A disclosure of Proprietary Information in response to a valid order by a court or other governmental body or otherwise required by law is not considered to be a breach of this Agreement or a waiver of confidentiality for other purposes. Before any such disclosure, Receiving Party shall provide prompt written notice to Disclosing Party and reasonably cooperate with the Disclosing Party in seeking a protective order or preventing disclosure.

d. Conflicts. To the extent that the terms of any NDA conflict with the terms of this Agreement governing Proprietary Information and Confidential Information, the terms of this Agreement shall control.

e. ProCircular's Ownership of Intellectual Property. Unless specifically provided otherwise in a SOW or as otherwise provided in this Section 6, ProCircular retains all of its right, title and interest in all of ProCircular's now known or hereafter known or developed tangible and intangible Intellectual Property. Client covenants not to prejudice or impair the interest of ProCircular in any of its Intellectual Property. At no time shall Client challenge or assist others to challenge any of ProCircular's Intellectual Property or the registration thereof.

f. Intellectual Property not Created Specifically for Client. Client acknowledges that ProCircular provides services and deliverables to other clients that are similar to the Services and Deliverables to be provided to Client under this Agreement. Client agrees that, subject to ProCircular's obligations with regard to Intellectual Property and Confidential Information under this Section 6, ProCircular shall be permitted to continue to carry on such business and that nothing in this Agreement or any SOW shall be deemed or construed to prevent or impede ProCircular from doing so. Without limiting the foregoing, Client agrees that ProCircular, in fulfilling its obligations under this Agreement, may utilize Intellectual Property that has not been created specifically for the provision of Services and Deliverables to Client pursuant to this Agreement.

g. License to use Intellectual Property and Deliverables. Client acknowledges and agrees that all Intellectual Property previously developed by ProCircular, its agents and subcontractors shall continue to be owned solely by ProCircular following completion of the Services and delivery of the Deliverables hereunder. To the extent that ProCircular Intellectual Property is included in the Services and Deliverables, upon full payment for all amounts owed under this Agreement, Client shall have a perpetual, world-wide, non-exclusive, non-transferable license to use such ProCircular Intellectual Property for the purposes it was provided and only for Client's internal uses and only for those Deliverables specifically set forth in the SOW.

h. Expiration of Obligations. All obligations and restrictions of confidentiality under this Agreement are to remain in effect for a period of three (3) years following the latter of (a) the date ProCircular last provided any Services or Deliverables under this Agreement or (b) the date of disclosure for Confidential Information, and with respect to Trade Secrets pursuant to applicable law, for as long as such information remains a Trade Secret. Such time periods may be extended upon written agreement of the Parties.

i. Responsibility for Affiliates and Representatives. Each Party is solely responsible for any breach of this Agreement by its representatives including, without limitation, any improper use or disclosure by its representatives of the other Party's Proprietary Information. Receiving Party may disclose Proprietary Information to its representatives who in Receiving Party's reasonable judgment have the need to know such information in connection with this Agreement. Receiving Party shall inform its representatives of the confidential nature of such

Proprietary Information, shall direct them to hold Proprietary Information in strict confidence, shall take all reasonable precautions to prevent improper use of Proprietary Information by them, and shall be responsible for any breaches by them of the terms found in this Agreement.

7. Non-Solicitation and Non-Disparagement. Client covenants and agrees that at all times during the applicable Term, Client shall not, directly or indirectly, interfere with, disrupt or attempt to disrupt relationships, contractual or otherwise, between ProCircular and its current or potential customers, vendors and others who are in any way related to ProCircular's business. ProCircular and Client agree that neither Party shall, during the applicable Term and for a period of twelve (12) months immediately following the end of the applicable Term, directly or indirectly, solicit for employment or employ any employee, consultant or contractor of the other Party, or aid or assist any other entity in any attempt to hire or employ any person who is a current, former, or potential employee, consultant or contractor of the other Party if such solicitation is not in response to a direct solicitation for employment initiated by such employee, consultant or contractor. ProCircular and Client further agree that they shall not, at any time during the Term and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Party or any of its subsidiaries or affiliates or their respective officers, directors, employees, agents, businesses or reputations.

8. Independent Contractor Status. ProCircular agrees that ProCircular is an independent contractor of the Client, and as such, ProCircular acknowledges the following:

a. No Employee Relationship. This Agreement does not constitute an employment agreement creating an employer/employee relationship;

b. Taxes. ProCircular is responsible for any and all income taxes levied by governmental agencies on fees paid by Client to ProCircular, including estimated income and self-employment taxes;

c. Benefits. ProCircular is not covered by the Client's unemployment or workers' compensation insurance, or by any other employee benefit plan of Client, and

d. Joint Venture. Nothing herein shall be construed to create a joint venture or partnership relationship between Client and ProCircular.

9. Warranties.

a. ProCircular's Warranties: ProCircular represents and warrants that (a) it has the necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder and (b) neither this Agreement nor ProCircular's performance of its obligations hereunder will place ProCircular in breach of any other contract or obligation and will not violate the rights of any third party.

b. ProCircular's Limited Warranty on Services and Deliverables. ProCircular represents and warrants that all Services will be performed in a competent, professional and workmanlike manner and in conformity with the requirements set forth in each applicable SOW or in any exhibits or schedules attached thereto and consistent with good professional practice and accepted industry standards. No other representations, warranties, or covenants provided by ProCircular to Client shall apply.

c. Disclaimer of All Other Warranties: EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE HEREBY DISCLAIMED. PROCIRCULAR'S ENTIRE LIABILITY AND CLIENT'S SOLE

AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES CONTAINED IN THIS SECTION 9 IS PROCIRCULAR'S RE-PERFORMANCE OF THE SERVICES.

d. Client Warranties and Covenants. Client represents, warrants and covenants, as applicable, that it: (a) will comply with all applicable laws, rules, regulations, and ordinances with respect to its use of the Services or activities under this Agreement; (b) carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner; (c) will obtain and will maintain all necessary licenses, consents, and permissions necessary for ProCircular, its contractors and agents to perform their obligations under this Agreement; (d) has legal access to all of Client's data and that access and examination of Client's data will not violate any applicable court orders, preservation orders, domestic, foreign, or international treaties, statutes or regulations or state privacy laws; (e) will not use or allow anyone else to use the Services in any manner which is in violation of any law or regulation or for any other improper purpose, including, but not limited to infringe ProCircular's or any third party's intellectual property (including copyrights) or privacy rights; (f) will review the Services to ensure their accuracy and completeness in a prompt manner and at a minimum, as is required under this Agreement; (g) will be solely responsible for the results obtained from its use of the Services; and (h) has the legal power and authority to enter into this Agreement. In addition, Client specifically acknowledges and agrees that to the extent ProCircular provides certain preventive services to Client, such services shall at no time be interpreted as any warranty by ProCircular against future incidents or breaches.

e. Subpoena of Data and/or ProCircular Employee or Agent. In the event that Client's data is requested, with or without a subpoena or other legal process, by any third party, or one or more ProCircular employees or agents are requested to testify as either a fact or expert witness regarding matters related to this Agreement or any SOW herein, ProCircular will immediately notify Client of such request. Client agrees that it will instruct ProCircular of the manner in which ProCircular should respond to such a request; and Client agrees to pay the costs, expenses, and damages, if any, incurred or assessed by or against ProCircular and/or any ProCircular employee or agent in complying with the third-party request or the Client's instructions. In the event that ProCircular is compelled by Court order to produce Client's data, or compelled to appear as a fact or expert witness, Client agrees to pay to ProCircular the costs and expenses incurred by ProCircular in producing the data, and/or the expert fees ProCircular would reasonably earn preparing for and providing such testimony.

10. Limitation on Liability and Remedies.

a. Client acknowledges and agrees that Client retains full control of its technology and its privacy and data security practices and procedures, and that ProCircular shall not be responsible for any defect in Client's technology or breaches of Client data.

b. THE SERVICES ARE PROVIDED STRICTLY "AS IS". Unless provided otherwise in this Agreement or an NDA, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY OR TO ANYONE ELSE FOR LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER IN CONTRACT, TORT OR OTHERWISE) RESULTING FROM THE BREACH OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF PROCIRCULAR OR ANY OTHER PARTY, OR ANY OTHER ACT OR OMISSION OF PROCIRCULAR OR ANY OTHER PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. PROCIRCULAR'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, COSTS AND EXPENSES, REGARDLESS OF CAUSE, INCLUDING ANY INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE TO PROCIRCULAR BY CLIENT UNDER THIS AGREEMENT. The Parties acknowledge that an adequate remedy at law may not be available and that each Party shall be entitled to such equitable and injunctive relief as may be available to restrain

the other Party from violating the provisions of this Agreement. No action on this Agreement, except for payment owed by Client to ProCircular, may be brought more than one (1) year after the incident occurs.

c. ProCircular shall not be responsible at any time for any loss, alteration or corruption of any software, data or files. Client agrees to waive responsibility from ProCircular of any loss of software, data, or files.

d. Client agrees to provide accurate and complete information to ProCircular. ProCircular shall not be responsible for any circumstances resulting from inaccurate or incomplete information. Client acknowledges and agrees to waive responsibility from ProCircular for any circumstances resulting from inaccurate or incomplete information.

e. Client acknowledges and agrees that it understands that ProCircular has developed an understanding of the law, rules, regulations, technology, and contemporary legal and technical standards related to the Services ProCircular is providing. Client acknowledges and agrees that it understands that, notwithstanding ProCircular's understanding of law, regulations, and other applicable rules, ProCircular is not providing Client with legal services in this matter or in providing the Services and Client covenants to ProCircular that it will at all times engage legal counsel as it deems necessary, and any legal decisions made by Client, whether from any recommendation of ProCircular, or discussion with ProCircular, will be made by Client after diligent research and consideration, and after consulting all applicable advisors, including without limitation, its legal advisors. No representation made by ProCircular is intended by ProCircular to be legal advice to Client, and Client agrees that it will not rely upon ProCircular for any legal advice or opinion.

11. Indemnities. Each Party shall indemnify and hold harmless the other Party, its officers, directors, employees and agents from and against any claim, liability, damage, assessment, or expense (including expenses of investigation and defense, and reasonable attorney fees and expenses) of any nature whatsoever sustained, suffered or incurred for or on account of, or arising from or in connection with any breach of this Agreement by such Party, or resulting from any act or omission of such Party, provided however, that the Party seeking indemnification shall be excluded from such indemnification if the losses, claims, expenses, or other damages resulted from the gross negligence or intentional misconduct of the Party (or such Party's employees or agents) that is seeking indemnification. Client agrees to indemnify and defend ProCircular, its owners, and its employees and agents against costs, expenses, and damages assessed in any legal action brought by any third party alleging, in any manner whatsoever, an unauthorized access to Client's data related to the Services provided by ProCircular pursuant to this Agreement and any SOWs included herein. The Party seeking indemnification under this Section must: (i) promptly notify the indemnifying Party in writing of the claim or threatened claim; (ii) permit the indemnifying Party to have sole control of the response to the claim or threatened claim and of the defense of any action and of any negotiation or agreement relating thereto; and (iii) cooperate fully in the defense of the claim as requested by the indemnifying Party.

12. Miscellaneous:

a. Modification of Agreement. No modification of this Agreement or of any covenant, condition or provision herein obtained shall be valid unless in writing and duly executed by both Parties. No waiver of any provision of this Agreement shall be valid unless provided in writing by the Party against whom enforcement of such waiver is sought. No waiver of any particular provision or event shall constitute a continuing waiver, nor shall any waiver in any particular instance prevent enforcement of a provision with respect to other instances.

b. Severability. In the event any of the provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be enforced to the maximum extent allowed by applicable law and shall be deemed severable to the extent unenforceable, and this Agreement shall be then construed and enforced in accordance with the remaining provisions hereof.

c. Assignment. No assignment or transfer by either Party of this Agreement, or of any rights or obligations of either Party hereunder, shall be valid without the prior written consent of the other Party.

d. Notices/Miscellaneous: All notices under this Agreement will be given in writing or electronically and will be considered given when deposited in the U.S. mail, postage prepaid, or when sent by fax or e-mail addressed to the respective address given in this Agreement or to a substitute address specified in writing or electronically by one of us to the other. All notices shall be delivered to the contact information provided in the signature page of this Agreement.

e. Counterparts and Electronic Signatures: This Agreement may be executed in counterparts (whether by electronic signatures or facsimile or other electronic means) and each such counterpart shall be considered an original and shall together constitute one and the same agreement.

f. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legatees, administrators, executors, legal representatives, successors and permitted assigns.

g. Force Majeure. Neither Party shall be liable for damages as a result of any delay in performance or failure of delivery directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or manufacturers or other difficulties which are beyond the control, and without the fault or gross negligence of such Party. The time for performance shall be extended by the period of any such delay.

h. Entire Agreement. This Agreement (including any SOWs), together with any NDA entered into in connection herewith, constitute the entire agreement and understanding of the Parties with respect to the subject matters set forth herein and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the Parties, as to the subject matter of this Agreement.

i. Governing Law. This Agreement and all matters concerning its interpretation, performance or the enforcement hereof shall be governed in accordance with the laws of the State of Iowa.

j. Jurisdiction. Client hereby submits to the jurisdiction and venue of the federal courts of the Northern District of Iowa and of the Iowa state courts in Linn County, Iowa. Client agrees that it shall not initiate any action against ProCircular in any other jurisdiction or venue.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

CLIENT

Sioux City Community Schools

PROCIRCULAR

ProCircular, Inc.

By

Mrs. Perla Alarcon-Flory
Name

School Board President
Title

Address:

627 4th St., Sioux City, IA 51101

712-898-5263
alarcop@live.siouxcityschools.com

By

Aaron R. Warner
Name

Chief Executive Officer
Title

Address:

2451 Oakdale Blvd. Coralville, IA 52241

319-359-2632
awarner@procircular.com

Effective Date: July 27, 2021