

MASTER SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made on June 1st, 2021 by and between The Browning Group International, Inc. d/b/a STEP, LLC (“STEP”) and Douglas County School District (“Client”). STEP and the Client are hereinafter sometimes referred to as a “Party” and, collectively, as “Parties”.

WITNESS:

WHEREAS, Client wishes to utilize the services of STEP in connection with its business operations; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms of their agreement regarding Client’s utilization of STEP’ services.

NOW, THEREFORE, in consideration of the following premises and the mutual consents and undertakings herein, each Party agrees as follows:

1. Engagement.

Subject to the terms and conditions of this Agreement, Client agrees to purchase the products and/or services of STEP, as described in the Statement of Work (“SOW”), attached as Exhibit A.

2. Term.

This Agreement shall be for a term of shall be effective June 1, 2021, and, unless sooner terminated in accordance with this Agreement, shall expire on June 1, 2024. The initial term shall not be automatically renewed, and the Parties may enter into another agreement if desired. This Agreement may be terminated by either party by providing written notice to the other party until 31 days prior to the service start date. Unless terminated earlier, each SOW shall be effective for the term set forth in such SOW. Within and including 30 days of the service start date, Client shall be liable for payment of 50 percent of fees as liquidated damages sustained by STEP if it terminates this Agreement. If Client reschedules the engagement, they shall pay a rebooking fee of 10 percent of fees, plus the complete fee schedule as outlined in the SOW.

3. Service Fees.

All fees are due upon signing of this Agreement and are non-refundable, unless otherwise noted in the accompanying SOW. Client further agrees to reimburse STEP for all other direct costs or out of pocket expenses incurred in connection with the rendering of such services, including travel and materials. Appropriate documentation of any such costs and expenses can be provided to Client within a reasonable amount of time after a request by Client.

If Client fails to make any payment when due then, in addition to all other remedies that may be available, STEP may charge interest on the past due amount at the rate of 1.5% per month calculated monthly. STEP reserves the right to terminate access to the Emergenetics+ portal for invoices not paid within 60 days of receipt.

4. Client Personnel; Discharge of Representative.

Client shall provide its own personnel and third-party contractors (if necessary) to work with STEP representatives, as required, and otherwise shall provide necessary information, management, and cooperation so that Client's goals and requirements can be achieved successfully and in accordance with this Agreement. Client acknowledges that insufficiency on its part with respect to the provision of adequate personnel, third party contractors, information, management, cooperation or other reasonable requests may impact the timing and fees contained in this Agreement.

The STEP representative necessary to discharge STEPs' obligations and responsibilities under this Agreement shall be hired, paid, and discharged by STEP in its reasonable discretion, and at its sole expense.

5. Termination after Commencement.

This Agreement may be terminated at any time by either party, with or without cause, upon giving the other party thirty (30) days advance written notice. If Licensee terminates Agreement, Licensee agrees to remit an early termination fee of fifty percent (50%) of total remaining fees due to Licensor at the time of the termination.

Termination for Breach: Licensor may terminate access to all products, services and the Associate/Facilitator Site effective immediately upon written notice if Licensee:

- a) Fails to pay any portion of the fees within 30 days prior to the start date for each year or the first date of access to any and all products and services.
- b) Licensee breaches any of STEP's Policies and Procedures and fails to cure within 30 days after receipt of Licensor's written notice thereof.

Notwithstanding the termination of this Agreement, those obligations intended to survive termination of this Agreement shall remain in full force and effect, and all rights as pertain thereto shall remain in force until their expiration, if any, including but not limited to obligations concerning payment, ownership of services, confidentiality and non-solicitation of personnel. Further, all representations, warranties and indemnification obligations in this Agreement and the provisions concerning intellectual property, limitations of liability, choice of law, and legal action shall also survive the termination of this Agreement until their expiration, if any.

6. Change Requests.

Change requests with respect to the SOW or this Agreement may be initiated by Client or STEP. Change requests shall be documented in a clear and concise manner on a form to be agreed upon between the Parties. No work will be performed pursuant to a change request until it has been approved in writing by both parties. Should there be a conflict between this Agreement and any agreed upon change request, this Agreement shall

govern.

7. Warranties.

STEP shall not be responsible for claims arising from: (i) Client's accident, misuse, neglect, or alteration of any STEP services or work product, (ii) adjustment, support or other impact on services or any work product made by third parties, unauthorized testing, use not within specifications, or any other cause not arising out of defects in material or workmanship, (iii) inadequate supervision, review or input required from Client in performance of services or development of work product or (iv) the failure of Client to perform its obligations as set forth hereunder. The representations and warranties above are in lieu of all other warranties expressed, implied, or statutory, including, without limitation, warranties of merchantability or fitness for a particular purpose, all of which are expressly disclaimed.

8. Limitations on Liability.

STEP' liability under this Agreement shall be limited to the amount of fees received by STEP under this Agreement. In no event shall STEP be liable for any special, consequential, or incidental damages, including, without limitation, loss of profits, loss of revenue, loss of data, or other losses, even if apprised of the likelihood of such damage occurring.

9. Retention of All Intellectual Property Rights.

Ownership of Created Materials and Intellectual Property.

Client expressly acknowledges and agrees that any and all intellectual property and proprietary materials created by STEP prior to, within the scope of, or during the time of providing service to Client shall be and remain the property of STEP, and that STEP shall be and remain the true and lawful owner of all copyrights and all other proprietary rights in and to such property and items, and shall be the sole and exclusive author and owner of such materials. These items shall include, but shall not be limited to, any and all deliverables resulting from STEP' actions during the term of any contract with Client, all tangible results and proceeds of STEP' actions, work in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, and lists of any kind (collectively referred to as "Proprietary Products"), conceived, made, or discovered by STEP employees and/or contractors, during the term of any contract with Client.

Waiver of Any and All Rights by Client to STEP' Work. Client hereby waives any and all rights in and to the aforementioned intellectual property, proprietary materials, and Proprietary Products that may attach or arise under any federal, state, local, international laws, or the laws of any other country or jurisdiction. Under no circumstances shall any of the aforementioned intellectual property, proprietary materials, and Proprietary Products be considered "works made for hire" within the meaning of Title 17 of the United States Code, and Client hereby waives any and all rights and claims, including so-called "moral rights", to assert the aforementioned intellectual property, proprietary materials, and Proprietary Products are "works made for hire."

Consent to Use Created Materials. In the event Client intends or plans to integrate any intellectual property, proprietary materials, Proprietary Products, or work of STEP that was previously created, created within the scope of, or created during the time of providing service to Client into any work product to be created by Client, Client shall first provide written notice to STEP and obtain STEP' written approval of the integration of such items. STEP may deny the integration in its sole and unfettered discretion.

10. Force Majeure.

STEP shall not be in default of any provision of this Agreement, nor be liable for any delay, failure in performance, or interruption of services, resulting directly or indirectly from acts of God, embargoes, quarantines, civil or military authority, riot, civil disturbance, insurrection, war, terrorism, other catastrophes or any such other cause beyond its control. STEP shall exercise reasonable efforts, to the extent reasonably practicable, to remedy any such cause of delay or cause preventing performance.

11. Non-Solicitation of Personnel.

The Parties hereto covenant and agree that they shall not, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement—regardless of the reason for termination—directly or indirectly, employ, engage, contract with or in any other way utilize or solicit or make any offers for the services of any of the other party's employees, contractors, or other personnel who provides services or work product for the project described in this Agreement during the term of their engagement with such party, unless agreed to in writing.

12. Non-Exclusivity.

STEP may enter into subsequent engagements with the Client or any other Client or person separate from this Agreement to provide the same or similar services as set forth in this Agreement, but the subsequent engagements may not preclude or prevent STEP from performing its duties under this Agreement.

13. Relationship of the Parties.

The Parties are independent contractors, and nothing in this Agreement creates, or is intended to create, a joint venture, partnership, agency, or any other type of relationship except as set forth herein. Neither party has any authority to act, make representations, or contract on behalf of the other party.

14. Indemnification.

Client shall indemnify and hold harmless and defend STEP, its affiliates, and any of their respective officers, partners, directors, employees and agents, from and against any and all losses, claims, damages, liabilities expenses (including without limitation, reasonable attorney fees payable to counsel of STEP' choice), judgments, fines, settlements and other amounts arising out of or relating to acts or omissions taken by STEP in good faith while performing services for Client.

15. Confidentiality, Non-Disparagement.

STEP agrees that all information relating to the business and affairs of Client shall always and for all purposes be confidential and held by STEP in confidence and solely for the benefit of Client. And Client agrees that all responses to the STEP questionnaire are held in confidence until presented to the individual who has completed the assessment.

STEP hereby covenants and warrants that it shall not disclose or furnish to any other person or entity the existence, terms, or conditions of this Agreement, or any information contained herein or obtained as a result hereof which is not specifically a matter of public record, without the prior written consent of Client. The foregoing confidentiality obligations will not apply to confidential information that (a) is already known to STEP prior to disclosure by Client; (b) is or becomes a matter of public knowledge through no fault of STEP; (c) is rightfully received by STEP from a third party not known by STEP to be bound by a duty of confidentiality with respect to such information; (d) is independently developed by STEP; (e) is disclosed under operation of law; or (f) is disclosed by STEP with the prior written approval of Client.

Other than in the performance of STEP' duties for Client, STEP will not remove from Client's premises any Client property or confidential information in any form. Upon termination of this Agreement, STEP shall return to Client all Client property then in the STEP' possession.

Neither Party shall, directly or indirectly, engage in any conduct or make any statement, whether in commercial or noncommercial speech, disparaging or criticizing in any way any other party to this Agreement, except to the extent specifically required by law, and then only after consultation with the other party. This provision shall survive the termination of this Agreement.

Client hereby permits STEP to use Client's name, logo, and likeness in STEP promotion and advertising materials.

16. Illegality, Unenforceability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, but this Agreement shall be reformed, construed and enforced to the minimum extent necessary to remove any portion of any such invalid, illegal or unenforceable provisions necessary to make the balance of such provision valid legal and enforceable.

17. Records Retention, and Expiration of Profile Inventories.

Each Party shall maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers, or other records related and pertinent to this Agreement for at least five (5) years from the date of this Agreement's expiration or termination. If an audit, litigation, or other action involving these records commences during the aforesaid five (5) years, each Party shall maintain the records for five

(5) years or until the audit, litigation, or other action is completed, whichever is later. STEP, solely at its discretion, may destroy the above-referred records after six (6) years. When an Emergenetics Profile is administered to an individual, they become the owner of the resulting product(s). Client understands that Profiles may expire or become obsolete, and hereby agrees to the expiration date of 12 months from the date of this Agreement.

Therefore, Client agrees to use all Profiles purchased pursuant to this Agreement within 12 months of the date of this Agreement, and to refrain from rolling over inventory.

18. Waiver.

Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant, or condition. A waiver of any provision of this Agreement must be made in writing, designated as a waiver, and signed by the party against whom its enforcement is sought. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of such right or power at any other time or times.

19. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, including by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

20. Supplemental Documents.

The Parties hereto agree to execute any further instruments and to perform any acts that are or may become necessary to effectuate the terms of this Agreement.

21. Headings.

The headings of sections in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

22. Entire Agreement.

This Agreement contains the entire agreement of the Parties relating to the terms and conditions of STEP' engagement and supersedes in its entirety any and all prior agreements, understandings or representations relating to the subject matter hereof.

23. No Assignment or Modifications

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, their heirs, personal representatives, successors, and assigns. This Agreement cannot be assigned by STEP or Client without the written consent of the other Party, and cannot be modified unless the modifications are made in writing and signed by the Parties.

24. Governing Law, Jurisdiction, Venue, Attorney Fees.

This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. In the event of a dispute between the Parties with respect to this Agreement, venue for legal action shall be in the Arapahoe County, Colorado, District Court, and subject to the jurisdiction of that Court. Further, in the event of any dispute between the Parties with respect to this Agreement, the prevailing party shall be awarded its costs, expenses, and fees from the non-prevailing party, including reasonable attorney fees.

25. Notices.

Any notice, request, consent, demand, offer, acceptance or other communications required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given if personally delivered, or if mailed by registered or certified mail, postage prepaid, return receipt requested (and shall be deemed delivered on the date received for delivery by the Postal Service whether or not accepted), or by telefax, telecopier, electronic mail or similar transmission on the date received (provided there is verification of delivery), or by overnight delivery service, charges prepaid, on the date received, addressed to the parties hereto at their respective addresses as follows:

(a) If to STEP, LLC:

2 Inverness Drive East, Suite 189
Centennial, CO 80112

Attention: Julie Clukies

(b) If to Client:

Attention: Mathias Reynolds

or to such other address or addresses and to the attention of such other person or persons as either of the parties hereto may notify the other in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first set forth above.

CLIENT: Douglas County School District

By: _____

Date: _____

STEP, LLC:

By: _____

Date: _____

Title: _____

Exhibit “A”
STATEMENT OF WORK

This Statement of Work (“SOW”) is being entered into between STEP, LLC (“STEP”) and Douglas County School District (“Client”) as of this 1st day of June, 2021, pursuant to and subject to the Master Services Agreement (“MSA”) dated June 1st, 2021 and conditions of which are incorporated herein. Any conflict between the terms of this SOW and the MSA shall be resolved in favor of the MSA.

Services and Deliverables: STEP, LLC will provide the following Services and Deliverables to Client:

- **Unlimited Virtual Emergenetics Profiles:** Utilize the Emergenetics Adult Profile on an unlimited basis for the three-year Agreement term. For purposes of this Agreement, a “Use” shall occur when an authorized invitee of Licensee completes the Emergenetics Adult Questionnaire, and his/her individual results are generated and distributed by an authorized DCSD Certified STEP Associate. Any additional Uses for Emergenetics Adult Profiles Not under an active employment contract will be billed separately at standard rates.
- **Unlimited Virtual Emergenetics Youth Reports:** Utilize the Emergenetics Youth Report on an unlimited basis for the three-year Agreement term. For purposes of this Agreement, a “Use” shall occur when an authorized invitee of Licensee completes the Emergenetics Youth Questionnaire and his/her individual results. Any additional Uses for Emergenetics Youth Reports not actively enrolled in Douglas County School District will be billed separately at standard rates. All previously completed Questionnaires and Emergenetics Youth Reports results will be considered a reprint and billed separately.
- **Unlimited Administrator Facilitator Certification Seats:** To be used in Administrator Facilitator Certifications conducted by STEP Master Trainers or authorized Resident Specialist. Dates and participants to be determined.
- **Unlimited Teacher Facilitator Certification Seats:** To be used in Teacher Facilitator Certifications conducted by STEP Master Trainers or authorized Resident Specialist. Dates and participants to be determined.
- **Recertification for Current Associates:** Up to two custom-hosted recertification classes to be held for existing STEP Certified Associates to refresh, renew and refocus facilitation. All Associates will be updated with new curriculum and empowered to deliver high quality introductory Emergenetics experiences.
- **Up to 24 Associate Certification Seats:** To be conducted by STEP Master Trainers or authorized Resident Specialist. Seats can be used in any open STEP Certifications over the three-year period or up to two DCSD Custom Certification offerings.
- **Up to 2 Resident Specialist Roles:** In partnership with STEP and DCSD, participants will be selected to attend this train-the-trainer model to gain the knowledge and skills to facilitate the Administrator Facilitator Certification, the Teacher Facilitator Certification, and STEP Up PreK-4.
- **Custom Facilitator Training for DCSD School Counselors:** To be conducted by STEP Master Trainers. Dates and participants to be determined in scoping meeting.
- **STEP PreK-4 Staff Training:** To be conducted by STEP Master Trainers. Dates and participants to be determined in scoping meeting.

- **Participation in STEP Network Coaching:** STEP coaching will be delivered in a network structure, applying science improvement strategies to work collaboratively to leverage STEP in schools. Network Coaching milestones to be outlined in scoping meeting.
- **Access to STEP SEL Curriculum**
- **Access to Power of WE Curriculum:** Continued access to STEP Power of WE Curriculum, to be delivered exclusively by STEP Certified Associates.
- **Access to College and Career Readiness Modules**
- **Access to Staff Emergenetics Dashboard**
- **Access to Student Emergenetics Dashboard**
- **Access to Emergenetics Student Curriculum**

Term: The initial term of this agreement is three years. The initial term shall not be automatically renewed, and the Parties may enter into another agreement if desired.

Fees:

Description	Price	QTY	Subtotal
Douglas County School District Three Year Package	\$600,000	1	\$600,000
Three Year Package Scoping Meeting Upon contract approval, the STEP team will meet with the STEP District Coordinator and their team to identify outcomes, goals and benchmarks to ensure the program success.	Included	N/A	Included
DCSD - STEP District Coordinator Role: Matt Reynolds To serve as the main point of contact and partner with the STEP team for all STEP programming across the district.	Included	N/A	Included
TOTAL INVESTMENT			\$600,000.00

Expenses: Shipment of all produced materials will be billed at actual rate. Client further agrees to reimburse Emergenetics for all other direct costs or out of pocket expenses incurred in connection with the rendering of such services, including travel and materials.

Payment Terms: Fee schedule will be as follows:

- \$200,000 due upon signing of this Agreement.
- \$200,000 due May 1, 2022
- \$200,000 due May 1, 2023

Prices reflect current rates and may be subject to change for future engagements.

**Client Billing
Contact:**

Point of Contact: _____

Email Address: _____

Billing Address: _____

Payment Method: ACH Check Wire Transfer

Billing Approver
(if not point of contact): _____

IN WITNESS WHEREOF, the undersigned parties have executed this SOW as of the day and year first set forth above.

CLIENT: Douglas County School District

By: _____

Date: _____

STEP, LLC:

By: _____

Date: _____

Title: _____