



PROFESSIONAL SERVICES AGREEMENT

This agreement is made effective : May 6, 2022 , by and between Eastern Greene having its principal place of business at: 1471 N. State Road 43 Bloomfield, IN 47424 (Client) and INcompassing Education Incorporated, having its principal place of business at 1004 Vinings Blvd, Gatliff, TN 37066 ("INcompassing").

1. SCOPE OF SERVICES

1.1 INcompassing shall use its best efforts to provide Client the consulting services as ordered from time to time in accordance with this Agreement (collectively, the "Services"). The Services will be ordered using a Statement of Work in the form attached hereto as Appendix A. The Services may be modified from time to time via supplemental Statements of Work signed by both INcompassing and Client.

1.2 INcompassing shall assign qualified persons to perform the Services. If Client is dissatisfied with any such person, Client shall so notify INcompassing and, if requested by Client, such person shall be removed.

1.3 INcompassing agrees to abide by applicable federal, state and municipal laws, and any regulations pursuant thereto, during the performance of the Services.

2. TERM

The term of this Agreement ("Term") shall commence on the date set forth above and shall continue until terminated by either party upon thirty (30) days prior written notice to the other party. Work being performed under a Statement of Work may be terminated by either party upon thirty (30) days' prior written notice to the other party; provided, however, termination of a Statement of Work shall not terminate this Agreement unless the terminating party gives notice of termination of this Agreement in accordance with the first sentence of this Section. INcompassing's right to payment for Services rendered shall survive the termination of the applicable Statement of Work.

3. FEES AND EXPENSES

3.1 Client shall pay INcompassing fees for the Services in accordance with rates set forth in the applicable Statement of Work. In addition, Client shall pay INcompassing any taxes (exclusive of taxes based on INcompassing's net income) levied on the Services by any governmental taxing unit.

3.2 INcompassing shall provide Client with invoices and such other supporting documentation as Client may reasonably request for each billing period in which INcompassing provides the Services. Client shall pay amounts due within forty-five (45) days after receipt of

billing period in which INcompassing provides the Services. Client shall pay amounts due within forty-five (45) days after receipt of INcompassing invoice. Amounts not paid when due shall accrue interest at the rate of 1.5% per month. In the event INcompassing retains an attorney to assist it in the collection of an invoice, the Client agrees to pay all costs of collection, including filing fees, out-of-pocket expenses incurred by INcompassing, and attorney's fees.

3.3 Client shall reimburse expenses incurred by INcompassing and approved in advance by Client pursuant to any Statement of Work at INcompassing's actual costs and, unless paid directly to Client, such expenses shall be itemized and included on the invoices submitted in accordance with Section 3.2 of this Agreement.

3.4 INcompassing shall maintain complete records of all costs reimbursable by Client under this Agreement. All such records shall be maintained in accordance with standard accounting practices. Client shall have the right to examine such records at reasonable times upon reasonable notice.

4. TITLE TO PROPERTY

All work product developed by INcompassing pursuant to this Agreement shall be (i) the exclusive property of Client, and Client shall retain all title, right and interest to and under such work product, and (ii) "work made for hire" for purposes of the Federal Copyright Act and, as to any work product not meeting such definition, INcompassing hereby transfers to Client any and all right, title and interest INcompassing may have in and to the copyright in such work product. INcompassing may retain source and object code(s) for products produced for Client and may use such codes in any manner INcompassing chooses; provided, however, INcompassing shall not use such codes in any manner which would compete with Client's current line of business.

5. MISCELLANEOUS

5.1 INcompassing's status shall be that of an independent contractor and not that of a servant, agent or employee of Client. Furthermore, no employee of INcompassing shall be regarded as an employee of Client for any purpose, including, but not limited to, tax and insurance matters. Client is not responsible for the payment of employer-related taxes which may be imposed with respect to any employees or agents of INcompassing including, but not limited to, FICA, unemployment taxes, state and federal income tax withholding payments.

5.2 INcompassing and its personnel shall observe Client's policies and procedures while working on Client's premises and shall perform their respective duties in a manner which does not interfere with Client's business and operations.

5.3 For the duration of the Services provided under a Statement of Work and for a period of one year after the expiration or termination of that Statement of Work neither INcompassing nor Client shall offer employment to, employ or enter into contractual agreements with any employee of the other substantially involved with the Services covered by that Statement of Work. If this provision is breached, the offending party shall pay to the injured party liquidated damages equal to twelve (12) months of the employee's compensation, plus reasonable legal expenses associated with the enforcement of this provision.

5.4 In the course of its work INcompassing may become aware of proprietary and/or confidential information of Client (collectively, "Confidential Information"). Confidential Information means any information of Client which is clearly marked "confidential", "proprietary", or by similar term indicating restricted access or distribution. INcompassing hereby agrees that it shall maintain and cause to be maintained the confidentiality of all Confidential Information. Upon the termination or expiration of any Statement of Work, INcompassing shall return to Client all documents, work papers, and other materials obtained from Client in connection with the Services performed with respect to that Statement of Work. This provision shall survive termination of this Agreement and any Statement of Work.

5.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of such together shall constitute one and the same instrument.

5.6 If any provision, or portion thereof, of this Agreement is invalid under applicable statute or rule of law, it is only to that extent to be

deemed omitted.

- 5.7 This Agreement may not be assigned or delegated, in whole or in part, by either party without prior written consent of the other party, which consent shall not be unreasonably withheld; absent such consent, any assignment shall be void.
- 5.8 INcompassing makes no representations or warranties, express or implied, as to merchantability, fitness for a particular purpose or otherwise, with respect to the Services. INcompassing shall not be liable for any specials, incidental or consequential damages arising from use of the Services. INcompassing shall not be liable for any damages caused by delay in delivery of any services unless such delay is solely the result of action or inaction of INcompassing. In no event shall INcompassing's liability exceed the payments actually paid by Client to INcompassing. No action, regardless of form, arising out of this Agreement or any Statement of Work may be commenced more than one (1) years after the cause of action has occurred.
- 5.9 INcompassing shall, at its own expense, obtain and maintain throughout the Term of this Agreement commercial general liability insurance including coverage for product liability/completed operations, errors & omissions insurance and auto liability insurance, each providing protection in the amount of at least three million dollars (\$3,000,000) per occurrence and annual aggregate against any claims, suits, losses or damages arising as a result of this Agreement. INcompassing shall, at its own expense, obtain and maintain throughout the Term of this Agreement, workers compensation insurance with a minimum coverage that is consistent with state statutory limits.
- 5.10 This Agreement, and the appropriate Statements of Work, constitute the entire agreement between Client and INcompassing with respect to the subject matter hereof and shall not be amended or modified without specific written provision to that effect, signed by authorized officials of parties. No oral statement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.
- 5.11 This Agreement shall be construed in accordance with the laws of the state of Indiana. All actions arising out of the Agreement shall be brought in Hamilton County, Indiana.
- 5.12 The section heading contained in the Agreement is for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 5.13 All notices required or permitted hereunder will be sent (i) by certified or registered mail, postage paid, and return receipt requested, in which event the notice shall be deemed received three (3) calendar days following deposit in the United States mail, or (ii) by facsimile transmission, in which event the notice shall be deemed received upon the sender's receipt of written confirmation of receipt by the receiving party.

INcompassing Education

INcompassing Education LLC

Attention: Dianne McKinley

Email: Dianne@INcompassingEducation.com

Client Information:

Name: Eastern Greene Schools

Address: 1471 N. State Road 43 Bloomfield, IN 47424

Attention: Trent Provo

Email Address: tprovo@egreene.k12.in.us

IN WITNESS WHEREOF, the parties hereto have made and executed this contract either personally or by duly authorized agents as of the day and year first above written. By signing the document below, you verify that you understand and affirm that your electronic signature is binding.

<i>Dianne McKinley</i>	5-6-2022
Incompassing Education Approval Signature	Date

Client Approval Signature	Date