

## Master Services Agreement

This Contract for Scribbles Software's student life cycle applications (the "Contract") is made and entered into this December 4, 2023 by and between the KC International Academy (the "Client") and Scribbles Software ("Scribbles"), a corporation in good standing authorized to do business in the State of MO with its principal place of business at 1235 East Blvd Ste E PMB 2051 Charlotte, NC 28203.

For and in consideration of the mutual promises set forth in the Contract, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

1. **Basic Obligations of Scribbles.** Scribbles hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this Contract as requested in writing by the Client.
2. **Basic Obligations of the Client.** For any services requested in writing by the Client, the Client agrees to compensate Scribbles at the rates set forth in the attached Statement of Work (Exhibit 1).
3. **Term.** Contract will be effective from July 1, 2024 through December 31, 2024, with an auto-renewal annually thereafter. After the initial term, the Client or Scribbles may terminate the agreement with a notification. The notification must be received a minimum of 60-days prior the renewal date.
4. **Termination for Cause.** At any time, the Client may terminate this contract immediately and without prior notice if Scribbles is unable to meet goals and timetables or if the Client is dissatisfied with the quality of services provided.
5. **Insurance.** Scribbles agrees to maintain a minimum of \$2,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. Certificates of such insurance shall be furnished by Scribbles to the Client and shall contain the provision that the Client is given ten (10) days' written notice of any intent to cancel or terminate by either Scribbles or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this Contract. All Scribbles liabilities as defined within this Contract will be capped at the greater of the compensation received by Scribbles, the actual damages incurred, or the \$2,000,000 limit of general liability policy.
6. **Taxes.** Scribbles shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this Contract.
7. **Monitoring and Auditing.** Scribbles shall cooperate with the Client, or with any other person or agency acting at the direction of the Client, in their efforts to monitor, audit, or

investigate activities related to this Contract. Scribbles shall provide any auditors retained by the Client with access to any records and files related to the provision of services under this Contract upon reasonable notice. The Client agrees that its auditors will maintain the confidentiality of any trade secrets of Scribbles that may be accessed during an audit conducted under this Contract.

- 8. Confidentiality Information.** Scribbles agrees that all student records, data, personnel records, and/or other confidential information that come within Scribbles' possession in the course of providing services to the Client under this Contract (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the Client. All data and/or records provided by the Client to Scribbles shall be presumed to be Confidential Information subject to the terms of this section unless the Client specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Scribbles agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating Client's use of Scribbles' products and services. Scribbles shall take all such action as may be necessary to comply with The Family Educational Rights and Privacy Act ("FERPA") as well as with any other applicable statutory provisions, and with the rules and regulations promulgated under all of the foregoing, to the extent that they may require Client to maintain the confidentiality of the Confidential Information. Except as essential to Scribbles' obligations to Client, Scribbles shall not copy any of the Confidential Information, nor shall Scribbles remove any Confidential Information or proprietary property or documents from Client premises without written authorization of the Client. Scribbles acknowledges its understanding that any unauthorized disclosure of Confidential Information may violate FERPA and may result in penalties and other damages for which it shall be liable and for which it shall indemnify and hold Client harmless.

- 9. Security.** Scribbles represents and warrants that all documents and information provided to Scribbles by or behalf of the Client, including but not limited to Confidential Records, shall be stored and maintained by Scribbles with the utmost care and in conformity with standards generally accepted in Scribbles' industry for the types of records being stored and maintained. Scribbles further represents and warrants that any online access to the Client's records by authorized persons pursuant to this Contract shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Scribbles' industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the Client's records. Without limiting the foregoing, Scribbles specifically warrants that:
- 9.1.** All servers, computers, and computer equipment used to provide services pursuant to this Contract shall be maintained in good working order in compliance

with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;

- 9.2.** Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
- 9.3.** All websites, files transfer protocols (FTP's), and any other online electronic system used to provide services pursuant to this Contract shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Scribbles assigned to the project and any individuals identified in writing by the Client or Client's Designee as authorized to obtain access.
- 9.4.** Scribbles have technical controls in place that ensure the security, availability and confidentiality of client data.
- 9.5.** All information provided to Scribbles pursuant to this Contract shall be encrypted while in transit over an open network.

**10. Standard of Care.** Notwithstanding anything in this Contract to the contrary, Scribbles represents and warrants that the services provided by Scribbles shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Scribbles' industry for the types of services and records governed by this Contract.

**11. Indemnification.** Scribbles shall indemnify in accordance with the limits set in section 5, defend and hold harmless the Client, its agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part in accordance with the limits set in section 5, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Scribbles, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by the Client in connection with the defense of said matters. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

**12. Relationship of Parties.** Scribbles shall be an independent contractor of the Client, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Scribbles be construed as an employee, agent or principal of the Client.

**13. Compliance with Applicable Laws.** Scribbles shall comply with all applicable laws and regulations in providing services under this Contract. Without limiting the foregoing, Scribbles specifically represents that it is aware of and in compliance with the

Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Scribbles shall not employ any individuals to provide services to the Client who are not authorized by federal law to work in the United States.

- 14. Applicable Client Policies.** Scribbles specifically acknowledges that it will comply with all applicable Client policies, all of which are publicly available on the Client's website.
- 15. Assignment.** Scribbles agrees to notify the Client in the event the Contract is assigned to a 3<sup>rd</sup> party within 5 business days of the assignment.
- 16. Contract Modifications.** This contract may be amended only by written amendments duly executed by and between the Client and Scribbles.
- 17. Missouri Law.** Missouri law will govern the interpretation and construction of the Contract. Any litigation arising out of this Contract shall be filed, if at all, in a court or administrative tribunal located in the State of Missouri.
- 18. Entire Agreement.** This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.
- 19. Severability.** If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
- 20. Non-Solicitation.** Scribbles agree that, during the term of this Agreement, and for a two-year period following the expiration of this Agreement, Scribbles shall not solicit any employees of Client to become employees of Scribbles or its affiliated entities.
- 21. Notices.** Any notice or other communication provided for herein as given to a party hereto shall refer to this Agreement by parties and date, and shall be delivered by US registered mail or email to the person listed below or their successor.

If to: Scribbles  
Scribbles Software, LLC  
1235 East Blvd Ste E PMB 2051  
Charlotte, NC 28203  
Attention: Marshall Simmonds

If to Client:  
KC International Academy  
414 Wallace Ave.  
Kansas City, Mo 64215

**22. Authority of Signatories.** The persons executing this Contract hereby represent and warrant that they have full authority and representative capacity to execute the Contract in the capacities indicated below and this Contract constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

**KC International Academy**

**Scribbles Software**

Printed Name:

Printed Name: Marshall Simmonds

By: \_\_\_\_\_

By:

ITS: \_\_\_\_\_

ITS: Vice President of Sales

DATE:

DATE:

### **STATEMENT OF WORK – EXHIBIT 1**

**Effective Date: January 1, 2024**

Scribbles will provide the Client the following applications:

- ScribTransfer, an application to manages school to school records requests and secure, FERPA-Compliant fulfillment for all records/cumulative folders for students that have transferred from your school to another school.

Scribbles provides applications inclusive of the following services:

- Consulting
- Configuration
- Testing
- Training and mentoring
- Software upgrades
- Technical support

Scribbles and the Client mutually agree to the following application subscription fees:

- ScribTransfer. \$1,800 per annum.

**KC International Academy**

Printed Name:

By: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE:

**Scribbles Software**

Printed Name: Marshall Simmonds

By:

ITS: Vice President of Sales

DATE: