

SCHABEL SOLUTIONS INC. AND GREATER DES MOINES PARTNERSHIP PROGRAM AGREEMENT

This Agreement is entered into by and between Schabel Solutions Inc. and the Greater Des Moines Partnership, a joint venture (“Consultant”), and you (“Client”). If you are agreeing to this Agreement not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then “**you**” means your entity and you are binding your entity to this Agreement. This Agreement shall govern the terms and conditions of Consultant’s delivery of diversity, equity and inclusion (“DEI”) training services to Client. Schabel Solutions Inc., the Greater Des Moines Partnership and Client are also referred to herein individually as a “Party” and collectively, the “Parties.”

The “Effective Date” of this Agreement is the date when you complete your registration for this DEI training program.

By clicking on the “I agree” (or similar button, drop-down menu or checkbox) that is presented to you at the time of your registration, you indicate your assent to be bound by this Agreement. If you do not agree to this Agreement, you will not be registered for the DEI training program.

1. Scope of Engagement.

a. Consultant will provide to Client one (1) DEI training program consisting of the following elements (the “Program”):

- Consultant will lead a three to four month DEI training program consisting of four e-learning modules and six live in-person discussion sessions commencing in February of 2023.
- A “Participant” is a person who registers and attends the training Program. Each Program cohort will consist of a minimum of 15 individual Participants.

b. Consultant will provide an appropriate facility for the Program and supplies, as needed.

c. Only registered Clients or Participants may access the DEI training program content. Client shall be solely responsible for assuring Participants’ attendance and for performance of any assignments, including completion of any e-learning modules, outside of the live sessions. All sessions shall start and end on time and no accommodation shall be made for tardy arrival unless Consultant agrees in its sole and absolute discretion to provide additional time for each such session.

d. Client understands that many factors comprise DEI training and Consultant may staff the training in its sole discretion. Client agrees that Consultant’s services are not mental health care, therapy or legal skills and Client agrees not to use Consultant’s services as a substitute for care or legal training.

2. **Fees and Refunds.** Tuition fee schedule for the Program as described above will take into account Greater Des Moines Partnership's relationship to each client. As a condition precedent to commencing the Program, Client agrees that all fees will be paid in full prior to the start of the Program as communicated by the Consultant and in accordance with the following schedule. Greater Des Moines Partnership's Investors and Members will pay in advance \$1,099 per individual participant. If enrolling 3 or more employees, the price will be reduced to \$999.00 per individual participant. Non-members will pay in advance \$1,499.00 per individual participant. If enrolling 3 or more employees, the price will be reduced to \$1,399.00 per individual participant.

3.

Refund policy:

- a. Consultant will fully refund cancellations received 10 or more business days before participants are given access to the first e-learning module.
- b. Consultant will charge a \$50 administrative fee for cancellations received five to nine business days before participants are given access to the first e-learning module.
- c. Consultant will not refund cancellations received less than five business days before participants are given access to the first e-learning module.
- d. Consultant reserves the right to cancel the program because of low enrollment. If so, Consultant will notify preregistered participants and provide full refunds.
- e. If Consultant fails to appear and present the Program as scheduled absent a mutual agreement to reschedule, all fees will be refunded.

4. **Ownership of Program Materials and Licensing.** Client agrees that Schabel Solutions Inc. is the sole and exclusive licensee and/or owner of all its Program materials. With respect to content and materials delivered under this Agreement, whether or not there is a copyright or other ownership marking, including the e-learning programs, training materials, data compilations, software, files and documents delivered or downloaded, Schabel Solutions Inc. grants to Client a revocable, non-exclusive license for use in accordance with this Agreement. Client may not distribute or otherwise make the licensed material available except as authorized by Schabel Solutions Inc.

Further, Client agrees to keep confidential all information which shall include but not be limited to Consultant's Program materials, training lessons, questionnaires, surveys or other writings or electronically stored or recorded information used in the delivery of services ("Confidential Information"). Client agrees to use such Confidential Information only for the purpose of the trainings to be conducted hereunder and for no other purpose or use whatsoever.

5. **Ownership of Work Product.** The Parties agree that any works of authorship, plans, surveys, derivative works, documents, correspondence, agreements, deliverables, reports, compilations or any other information that Consultant creates in the course of performing its services under this Agreement, shall not be considered "works made for hire" and Schabel Solutions Inc. shall be the exclusive owner of any such work subject to a license to use the work product for the participants taught by Consultant under this Agreement, so long as the fee is paid in full. Client hereby irrevocably assigns all rights, title, and interests in the Work Product to

Schabel Solutions Inc. as its sole and exclusive property. The rights assigned under the Agreement shall not lapse on account of non-exercise of the rights. Client agrees that it will cooperate with Consultant as necessary to establish and/or evidence Consultant's ownership.

6. **Recordings and Media Release.** Client understands and agrees that Consultant may record the Program by audio or video systems, even if by telephone, and Client consents to the recordings by Consultant. Client expressly grants to Consultant the right to use photographs, video, and/or audio impressions (including over the internet) recorded by Consultant during the program, and to use it or any excerpts in any promotional material. Client agrees that Consultant shall exclusively own, jointly and severally, all rights, title and interest, including copyright in, and to, the complete set of the original recordings of any group sessions. Consultant retains the right to control access to any recordings.

Client understands and agrees that it is not permitted to copy and distribute Program materials for commercial reasons. Client agrees it will not audio record or videotape the program without Consultant's prior written agreement. In the event permission is given to Client to audio record or videotape the Program, Client will provide Consultant with a copy of both raw and edited footage and Consultant will have exclusive ownership of the footage and any and all images, likeness and audio recordings of presenters.

7. **No Disparagement.** The Consultant and Client agree not to disparage or make negative statements about the other or the other's services.

8. **Termination and Cancellation.** Client may not terminate this Agreement unless Consultant fails to appear and deliver the Program services as scheduled absent good cause. This Agreement is terminable by Consultant if in its sole discretion Client and/or its Participants do not cooperate or for any other reason Consultant finds that the stated goals cannot be met due to the actions or omissions of Client. Termination by Consultant for these reasons does not excuse or relieve Client of the obligation to pay all contract sums under this Agreement.

9. **Remedies.** Client acknowledges and agrees that any violation of the Confidential Information and intellectual property provisions of this Agreement will cause Consultant to suffer irreparable harm for which Consultant will not have any adequate remedy at law. Consultant shall be entitled to injunctive relief without bond, including, but not limited to, temporary restraining orders and/or preliminary or permanent injunctions, to restrain or enjoin any violation or threatened violation. Consultant's right to injunctive relief shall be in addition to, and not in lieu of, any other legal or equitable remedies that may be available to Consultant, including but not limited to monetary damages to the extent they are calculable. Any action for injunctive relief shall be brought exclusively in the courts located in or having jurisdiction over Polk County, Iowa.

10. **Limitation of Liability; Defense, Hold Harmless and Indemnity.** Consultant does not guarantee participation, results or satisfaction and disclaims any guarantees or warranties in connection with the Program. Client agrees that Consultant's liability under this agreement is limited to the monetary amount Company has paid to Consultant. No party shall be liable to the other for lost profits or other consequential damages. Further, Client shall defend, indemnify and hold harmless Consultant and its affiliates' officers, directors, shareholders, employees and agents

from and against any and all claims, suits, demands, losses, liabilities, costs, damages and expenses, including attorneys' fees and court costs, suffered or incurred by any such party arising from or relating to the material breach of any warranty, representation, term, covenant or condition under this Agreement, or by any action taken or not taken by Company based in whole or in part upon the Program or services provided by Consultant or otherwise arising from or related to this Agreement. In addition, and not in limitation of the foregoing, Client shall indemnify Consultant to the same extent that Client is permitted or required to indemnify its managers, directors, and/or officers pursuant to its organizational documents or applicable law, whichever provides for more indemnification. Client specifically hereby agrees that it will defend, indemnify and hold Consultant harmless of and from any claims or causes of action filed against it by any Participant. Client further agrees that for any claim requiring indemnification, Client shall be required to advance all costs related to such claim in the same manner that Client is permitted or required to indemnify its managers, directors, and/or officers pursuant Company's organizational documents or applicable law, which standard provides for more liberal advances. Further, in the event Consultant is subpoenaed or otherwise commanded by lawful process to disclose information, Client agrees that it will defend, indemnify and hold Consultant harmless of and from any liability or claims arising from such disclosures.

11. **Governing Law and Dispute Resolution.** This Agreement shall be construed in accordance with and governed by the laws of Iowa without regard to its conflict of laws or choice of laws principles. The Parties expressly consent to personal jurisdiction in Iowa and irrevocably agree to submit to the exclusive jurisdiction of the courts in Polk County, Iowa. Except for disputes requiring injunctive relief as set forth in Paragraph 10 above, all disputes under this Agreement shall be submitted to binding arbitration to take place in Polk County, Iowa. Consultant shall be entitled to its attorney's fees and costs incurred in enforcing this Agreement.

12. **Force Majeure.** Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: weather; failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment; strikes, lockouts, or other industrial disturbances; civil disturbances; acts of war; acts of terrorism; fires; or acts of God. Neither party shall, however, be excused from performance if nonperformance is due to causes which are removable or remediable and which the non-performing party could have, with the exercise of reasonable diligence, resolved or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance, give written notice to the other party describing the force majeure circumstances preventing continued performance of the obligations of the Agreement. Given that all of the Program sessions are capable of being delivered virtually, it shall not be a force majeure solely due to a pandemic, epidemic, outbreak of any virus, or COVID-19 unless it results in a disruption of the internet, telephone or other electronic communication services and the Program cannot be rescheduled.

13. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. **Severability.** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will be unaffected thereby and will remain in full force and effect.

15. **Entire Agreement, Modifications and Non-Waiver.** This Agreement is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. There are no other understandings or agreements. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein. The Parties agree that this Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by a writing executed by both parties. The Parties further agree that no delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

16. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective personal representatives, successors, and assigns.