

Master Services Agreement

This Master Services Agreement (this "**Agreement**"), dated as of June 1, 2025 (the "**Effective Date**"), is by and between Soft River Consulting P.C. ("**Soft River Consulting**"), and _____ ("**Customer**", and together with Soft River Consulting P.C., the "**Parties**", and each a "**Party**").

1. Services. Soft River Consulting shall provide to Customer the services (the "**Services**") set out in one or more statements of work to be issued by Soft River Consulting and accepted by Customer (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by the Parties.

2. Fees and Expenses.

2.1 In consideration of the provision of the Services by Soft River Consulting and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in the applicable Statement of Work. Payment to Soft River Consulting of such fees and the reimbursement of expenses pursuant to this Section 2 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Statement of Work, said fees will be payable within 45 days of receipt by the Customer of an invoice from Soft River Consulting.

2.2 Customer shall reimburse Soft River Consulting for all reasonable expenses incurred in accordance with the Statement of Work in accordance with Customer's Travel and Reimbursement Policies, within 45 days of receipt by the Customer of an invoice from Soft River Consulting accompanied by receipts and reasonable supporting documentation.

2.3 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Soft River Consulting's income, revenues, gross receipts, personnel, or real or personal property or other assets.

2.4 In addition to all other remedies available under this Agreement or at law (which Soft River Consulting does not waive by the exercise of any rights hereunder), Soft River Consulting shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts/fees when due hereunder and such failure continues for 5 days following written notice thereof.

3. Limited Warranty and Limitation of Liability.

3.1 Soft River Consulting warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) Using personnel of commercially reasonable skill, experience, and qualifications, including employees or subcontractors.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

3.2 Soft River Consulting's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Soft River Consulting shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Soft River Consulting cannot cure such breach within a reasonable time (but no more than 15 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 6.2.

(b) In the event the Agreement is terminated pursuant to Section 3.2(a) above, Soft River Consulting shall within 15 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as defined in Section 4 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Service or Deliverable to Customer.

3.3 SOFT RIVER CONSULTING MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 3.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

4. Intellectual Property.

4.1 Subject to Section 4.3, all writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Soft River Consulting in the course of performing services for the Customer, together with any associated copyrights, are works made for hire and the exclusive property of the Customer. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Soft River Consulting to the Customer of the ownership of and all rights of copyright in, such items, and the Customer shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Soft River Consulting shall give the Customer or its designees all assistance reasonably required to perfect such rights.

4.2 If for any reason, including incapacity, the Customer is unable to secure Soft River Consulting's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 4, or to enforce such rights, Soft River Consulting hereby designates the Customer as Soft River

Consulting's attorney-in-fact and agent, solely and exclusively to act for and on Soft River Consulting's behalf to execute and file such documents with the same legal force and effect as if executed by Soft River Consulting and for no other purpose.

4.3 Soft River Consulting is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all documents, data, know-how, methodologies, software and other materials provided by or used by Soft River Consulting in connection with performing the Services, in each case developed or acquired by Soft River Consulting prior to the commencement or independently of this Agreement (collectively, the "**Pre-Existing Materials**"), including all intellectual property rights therein. To the extent that any Pre-Existing Materials are incorporated in or combined with any deliverables, Soft River Consulting grants to the Customer an irrevocable, non-exclusive license to use the Pre-Existing Materials in order to achieve the intended benefits of the Services or deliverables provided. All rights in Pre-Existing Materials not licensed under this Section 4.3 are expressly reserved to Soft River Consulting.

5. Confidentiality. From time to time during the term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 5; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 5 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, partners, members, managers, agents, independent contractors, attorneys, accountants, and financial advisors.

6. Term, Termination, and Survival.

6.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work unless sooner terminated pursuant to Section 6.2, Section 6.3. or 6.4

6.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

(a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 15 days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

6.3 Notwithstanding anything to the contrary in Section 6.2(a), Soft River Consulting may terminate this Agreement on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for 30 days after Customer's receipt of written notice of nonpayment; or (b) more than one time in any six month period;

6.4 Either Party may terminate this Agreement without cause upon sixty (60) days advance written notice with fees being paid for services performed through the date of notice.

6.5 The rights and obligations of the Parties set forth in this Section 6.5 and in Sections 4, 5, 6, 9, 16, 17 and 20, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

7. Limitation of Liability.

7.1 IN NO EVENT SHALL SOFT RIVER CONSULTING BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SOFT RIVER CONSULTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.2 EXCEPT FOR INDEMNIFICATION, NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL SOFT RIVER CONSULTING'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SOFT RIVER CONSULTING UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

9. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in email and addressed to the other Party at its email address set forth below (or to such other email address that the receiving Party may designate from time to time in accordance with this Section). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 9.

Notice to Customer:

Notice to Soft River Consulting:

allison@drbriscoesmith.com

Attention: Allison Briscoe-Smith, PhD

5608 17th Ave NW
Suite 1464
Seattle, WA 98107

10. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

12. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver

thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Assignment. Except as authorized in Section 3.1(b) of this Agreement, neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. Relationship of the Parties. The relationship between the Parties is that of independent contractors.

16. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to the conflict of laws provisions thereof.

17. Choice of Forum. The Parties acknowledge that the state or federal courts located in King County, Washington constitute the sole and exclusive venue, and the exclusive jurisdiction, for disputes arising hereunder.

18. Counterparts & Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. This Agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other Party.

19. Force Majeure. Soft River Consulting shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Soft River Consulting including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic (including but not limited to Covid-19), lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE EFFECTIVE DATE BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS.

[CUSTOMER NAME]

BY _____

NAME:

TITLE:

SOFT RIVER CONSULTING, P.C.

BY _____

NAME: ALLISON BRISCOE-SMITH, PHD

Reed School District Proposed Scope of Work

The following proposes a scope of work in order to support the Reed School District in achieving its mission of ensuring that "Each student will be challenged and inspired to reach their fullest intellectual, social-emotional and creative potential to positively impact the world." In particular training, consultation and facilitation will be provided to support the pillars of the strategic plan that focus on staff, academic excellence and SEL. Specifically RUSD has committed and made considerable action towards the following goal:

RUSD will cultivate a welcoming and inclusive learning environment where every student feels a sense of belonging and community; an environment of kindness and empathy, empowering our students to learn, grow, and contribute positively to a diverse and connected world.

August Day Long: PD and Wellness/belonging Kick off (in person)

- Cultivating Belonging Keynote (\$5000 and travel)
 - This interactive session will review the science of common techniques to encourage belonging. We will have experiential opportunities to reflect on the skills already used within RUSD while also setting our sites on refining and developing more tools to ensure that all of RUSD's children belong
 - This fee includes planning meetings with stakeholders
 - This fee would also include in person "kick off meetings" for additional meetings with key stakeholders before or after can also be held- e.g. initial meeting with TOSA's
- Design meeting with Wellness/Belonging Group (in person fee included above)
 - We will use a 3 hour time as a design sprint to revisit goals, stakeholders and practices that will be used in this committee over the year.
 - A one hour meeting time before August will be conducted to pre-plan for this kick off remotely

Continuing support

- TOSA& Wellness/Belonging Task Force support (10 hours total \$4000)
 - 60 minute monthly meetings with the TOSA staff conducted remotely. These consultative meetings will include the sharing of a particular evidence-based technique, check in and problem solving with their work with a belonging frame.
 - Consultation with Wellness & Belonging Task Force

January Keynote

- In person day long keynote and workshop/consultation (\$4000& Travel Costs)
- Provide training for the in person winter This would be a deep dive into the techniques, science and problem solving
- A similar format of experiential training, links to the science and follow up work will be shared
- Coordination with TOSA and Wellness Task Force

Total proposed costs:

August Day Long \$5000 plus travel

Consultation \$4000

January Day Long \$4000 plus travel

\$13,000 plus travel



Reed School District Proposed Scope of Work

The following proposes a scope of work in order to support the Reed School District in achieving its mission of ensuring that "Each student will be challenged and inspired to reach their fullest intellectual, social-emotional and creative potential to positively impact the world." In particular training, consultation and facilitation will be provided to support the pillars of the strategic plan that focus on staff, academic excellence and SEL. Specifically RUSD has committed and made considerable action towards the following goal:

RUSD will cultivate a welcoming and inclusive learning environment where every student feels a sense of belonging and community; an environment of kindness and empathy, empowering our students to learn, grow, and contribute positively to a diverse and connected world.

Please note that the proposal articulates stand alone options, or options that build over the scope of the year- we can work together to see what works best for your community.

August Day Long: PD and Wellness/belonging Kick off (in person)

- Cultivating Belonging Keynote (\$5000 and travel)
 - This interactive session will review the science of common techniques to encourage belonging. We will have experiential opportunities to reflect on the skills already used within RUSD while also setting our sites on refining and developing more tools to ensure that all of RUSD's children belong
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Continuing support

- TOSA & Wellness/Belonging Task Force support (10 hours total \$4000)
 - 60 minute monthly meetings with the TOSA staff conducted remotely. These consultative meetings will include the sharing of a particular evidence-based technique, check in and problem solving with their work with a belonging frame.
 - Consultation with Wellness & Belonging Task Force OR

January Keynote

- In person day long keynote and workshop/consultation (\$4000 & Travel Costs)
- Provide training for the in person winter This would be a deep dive into the techniques, science and problem solving
- A similar format of experiential training, links to the science and follow up work will be shared
- Coordination with TOSA and Wellness Task Force

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