

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) between Cochrane – Fountain City School District (“Client”), and Itechra, Inc., a Wisconsin corporation (“Itechra” or “Company”) is effective on the date of the second signature below.

1. Services; Deliverables.

Company will perform the services (the “Services”) and provide technology solutions (“Deliverables”) for Client, described in an Engagement Letter or Statement of Work (either, a “SOW”), which with this MSA, are referred to as the “Agreement.” All decisions made by Client relating to the implementation of Company’s advice and/or technology solutions are the sole responsibility of the Client. If there is a conflict between the SOW and this MSA, the SOW will control.

2. Fees and Invoices.

a) Billing. Unless otherwise agreed in the SOW, Company’s fees will be billed on a time and materials basis or as part of a monthly service plan, and Company’s reasonable expenses in performing the Services will be reimbursed at the invoiced amount paid by Company, except that meals and incidental expenses may be reimbursed at the United States government per diem amount. Client acknowledges that Company or its affiliates may receive commissions, rebates, referral fees or other consideration (“Benefits”) pursuant to relationships with travel service providers, alliance companies, software, hardware, and other vendors. Client agrees that Company is not obligated to provide a credit to Client for such Benefits. Progress invoices will be issued monthly, with any credit balance first applied to the final invoice and any remaining balance refunded. Invoices will be mailed to Client at its address in the SOW.

b) Payment. Invoices not paid in fifteen (15) days of the invoice date may be subject to a late charge that is the lesser of one and one half percent (1½%) per month or the maximum amount allowed by law. Company will not assess a late fee on an invoiced amount (and the amount’s original due date will not apply) if Client disputes the amount in good faith and does all of the following: (a) pays all undisputed amounts on the invoice when due; (b) notifies Company in writing of the disputed amount by the payment due date; (c) co-operates with Company to promptly resolve the dispute; and (d) pays the agreed-upon portion of the disputed amount, if any, within 10 days after the dispute is resolved. Without limiting its rights or remedies, Company may suspend or terminate its services for Client’s failure to make timely undisputed payment. Client is responsible for any interest, costs and attorneys’ fees incurred by Company in connection with any collection efforts of unpaid undisputed amounts.

c) Taxes, Tariffs, and Duties. All fees, expenses and other charges for the Services do not include any sales, use, excise, value added, importation, or other applicable taxes, tariffs or duties (“Taxes”). Client is solely responsible for Taxes (excluding taxes based on Company’s net income). Client will reimburse Company for any Taxes paid by Company or, prior to payment, provide Company with valid tax exemption certificates. The parties will cooperate in making reasonable accommodations to the extent practicable to reduce taxes that may otherwise be due in connection with the engagement including, for example, reassigning personnel to avoid the adverse consequences of Section 162 of the Internal Revenue Code, and if such additional taxes cannot be avoided Client will reimburse Company for those taxes and related compliance costs.

d) Records. Company shall maintain adequate records of the fees and expenses invoiced to Client under each SOW, and shall make copies of such records available to Client on request with reasonable advance notice up to six (6) months after completion of the applicable SOW.

3. Changes in Scope of the SOW. Either party may propose changes in the scope of the SOW, but neither party will be bound by any proposed change until both parties have agreed on that change in writing (a “Change Order”).

4. Termination.

a) Either party may terminate the SOW on thirty (30) days written notice of a material breach, which remains uncured at the end of that thirty (30) day period.

b) Client will give thirty (30) days written notice to terminate the SOW for convenience (“Cancellation Notice”).

c) Upon termination, Client will pay all fees and expenses that Company has incurred or earned through the effective

date of termination (partially completed fixed fee engagements will be prorated) as well as reasonable costs directly related to Client's termination. If Client terminates the SOW with less than the Cancellation Notice, Client will also pay a termination fee not to exceed the amount of the total daily rates for Company's personnel assigned to the engagement for every day that the actual termination date was less than the Cancellation Notice.

d) Either party may terminate this Agreement immediately upon notice to the other party in the event the other party shall file or have filed against it any petition or resolution for the bankruptcy, reorganization, winding-up, liquidation or dissolution of such party or a receiver or trustee shall be appointed in respect of such party or its assets or such party shall acknowledge its inability to meet its debts as they fall due or shall make a general assignment of its assets in favor of its creditors or such party shall cease to do business as a going concern.

5. Ownership of Deliverables.

Deliverables created specifically for Client pursuant to the SOW become the property of Client on payment. Deliverables do not include Company's proprietary or licensed tools, templates, methods, and know-how, and any derivatives thereof, pre-existing or otherwise ("Company's Information"), however, Company grants Client a royalty-free, fully paid-up, worldwide, non-exclusive license to use the Company's Information incorporated in the Deliverables. Client will not acquire rights to any Company's Information, processes, or software used by Company in performing the Services (except for the license to Company's Information as described above). Client hereby grants to Company a perpetual, royalty free, irrevocable, worldwide, non-exclusive license to use and to allow others to use the portion of the Deliverables consisting of tools, code, methodologies and processes that are reusable by Company in the course of conducting its ongoing consulting business, and create derivative works therefrom. Company may retain a copy of each Deliverable for archival purposes.

6. Warranties.

a) Company warrants to Client that any Deliverable provided by Company to Client hereunder shall materially conform to the SOW specifications for a period of sixty (60) days following its completion (the "Warranty Period"). If Client notifies Company in writing of nonconformity with this warranty during the Warranty Period, Company shall promptly use reasonable efforts to remedy the nonconformity according to standard payment terms. Notwithstanding the foregoing and to the extent applicable, Company shall have no obligation or liability to Client under this warranty to the extent that the nonconformity arises from (i) use of the Deliverables not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly authorized by Company ("Alteration"); (iii) Client's failure to use or implement corrections or enhancements to the Deliverables made available by Company; (iv) the combination of the Deliverables with materials not provided, specified, or approved by Company. Notwithstanding anything in this Agreement, Client understands that Company shall bear no responsibility for the performance, repair or warranty of any of Client software or hardware products or any software, hardware product, or service provided to Client by a third party and Client's sole remedies with regard to such products or service shall be against the third party provider.

b) CONSULTANT WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER WITH INPUT FROM THE CLIENT AS TO DESIRED FUNCTIONALITY, WITH REASONABLE SKILL AND CARE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CLIENT AND DO NOT EXTEND TO ANY THIRD PARTY.

c) THE EXPRESS WARRANTIES IN THIS MSA OR ANY SOW SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

d) For products only, the product manufacturer in resolving any replacement product and/or warranty issues for products purchased through Company. Company is not liable for any warranty claim or any damages associated with use or inability to use such products. Company does not warrant the proper performance of any piece of hardware or software with any other piece of hardware or software except where specifically identified in writing by Company. If problems arise because existing client hardware, software, or network products are not compatible with manufacturer's product standards or because undocumented conflicts occur between any two pieces of hardware, software, or network services, Company will attempt to resolve such conflicts, if desired. Company will bill for

services performed while trying to resolve problems according to standard payment terms.

7. Indemnity.

a) Company shall defend Client from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") incurred by or asserted against Client to the extent such Liabilities result from a third party claim that Deliverables infringe upon that third party's trade secret, trademark, service mark, copyright, or patent ("Intellectual Property Rights"). The foregoing obligation shall not apply to any infringement to the extent caused by Client's (i) Misuse, (ii) Alteration, (iii) failure to use or implement corrections or enhancements to the Deliverables made available by Company, or (iv) combination of the Deliverables with materials not provided, specified, or approved by Company.

b) If Company determines that either party may become subject to a suit seeking an injunction or order precluding use of any Deliverable by Client, Company may, at its option: (i) obtain the right for continued use of the Deliverable for Client; (ii) modify the Deliverable to avoid infringement while maintaining at least equivalent functionality; (iii) substitute an alternative equivalent Deliverable; or (iv) provide a refund of the fees paid by Client for the infringing Deliverable less any depreciation as calculated on a five-year straight-line basis commencing with Client's receipt of the applicable Deliverable.

c) Client shall indemnify, hold harmless and defend Company from and against all Liabilities incurred by or asserted against Company in connection with any third party claim to the extent such Liabilities result from Client's (i) Misuse, (ii) Alteration, (iii) failure to use or implement corrections or enhancements to the Deliverables made available by Company, or (iv) combination of the Deliverables with materials not provided, specified, or approved by Company. Client shall also indemnify, hold harmless, and defend Company from and against any and all Liabilities incurred by or asserted against Company in connection with any third party claim relating to Company's use of software, specifications, content, or other materials provided by Client, including without limitation, claims of license violations or infringement of Intellectual Property Rights.

d) Each indemnifying party and its directors, officers, employees, contractors or agents ("Indemnitor") shall indemnify, hold harmless and defend the indemnified party and its directors, officers, employees and agents ("Indemnitee") as specified above, provided that Indemnitee (i) promptly notifies Indemnitor of any claim subject to indemnification (but further provided that failure to promptly notify shall only relieve Indemnitor of its indemnification obligation to the extent that such failure prejudices Indemnitor's response or defense), (ii) gives Indemnitor the right to control and direct the defense and settlement of any such claim, as long as the settlement does not include any financial obligation or admission of liability for Indemnitee, (iii) cooperates fully with Indemnitor for the defense of any such claim; and (iv) complies with Indemnitor's direction to cease using any Services, Deliverables, or Client-provided materials, as the case may be ("Materials"), which, in Indemnitor's judgment, is likely to be ruled an infringement of a third party's Intellectual Property Rights.

8. Limitation of Liability.

A) IN NO EVENT WILL EITHER PARTY OR ITS EMPLOYEES, OFFICERS AND DIRECTORS BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING LOST PROFITS, LOST DATA, OR OPPORTUNITY COSTS), REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. In addition, Client agrees to hold the Company harmless from any damages incurred due to use of any software developed by Company. Company does not bear responsibility for the outcome of decisions made by the Client as to how to use the systems, software or hardware installed or developed by the Company.

B) CONSULTANT, ITS EMPLOYEES, OFFICERS AND DIRECTORS WILL NOT BE LIABLE TO THE OTHER PARTY FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR AN AGGREGATE AMOUNT IN EXCESS OF THE FEES SET FORTH IN SOW (EXCLUDING EXPENSES) FOR THE SERVICES GIVING RISE TO LIABILITY.

C) NO TERMS OF THIS AGREEMENT WILL BE ENFORCABLE BY OR CREATE ANY RIGHT OR CAUSE OF ACTION FOR OR ON BEHALF OF ANY PERSON OR ENTITY OTHER THAN CLIENT AND CONSULTANT.

D) ANY ACTION BY CLIENT AGAINST CONSULTANT MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT BY THE COMPANY NOT LATER THAN SIX (6) YEARS FOLLOWING THE DATE OF THE LAST PAYMENT DUE TO THE COMPANY.

9. Cooperation.

Company's performance depends upon Client's timely and effective cooperation in connection with the Services, including providing Company with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Client personnel. Company will not be liable for any failure or delays in performing the Services, to the extent that the failure or delay is caused by Client's lack of cooperation. Company may rely upon the accuracy and completeness of data, material, and other information furnished by Client, without any independent investigation or verification. Company's personnel at Client's facility will comply with Client's reasonable rules, such as safety, security, and IT; provided that Client has provided Company with copies of such rules and policies, prior to the start of the applicable SOW.

10. Governing Law; Dispute Resolution.

a) Governing Law. This Agreement will be governed and construed under Minnesota law without regard to its conflict of laws provisions.

b) Arbitration. Any dispute, controversy or claim relating to this Agreement (a "Dispute") will be resolved first through good faith negotiations between the parties. Except for collections matters, if the parties are unable to resolve the Dispute, the parties shall submit the Dispute to the office of the American Arbitration Association ("AAA") in the office closest to Winona, Minnesota for binding arbitration in accordance with the AAA's Commercial Arbitration Rules then in effect, as amended by this Agreement. The law applicable to the arbitration, including the administration and enforcement thereof, is the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended from time to time. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees. The arbitrator(s) will have the authority to apportion liability between the parties, but will not have the authority to award any damages or remedies not available under the express terms this Agreement. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the Federal Arbitration Act. Nothing in this section shall preclude either party from seeking interim equitable relief in the form of a TRO or preliminary injunction. A request by a party of a court for interim equitable relief shall not be deemed a waiver of the obligation to arbitrate hereunder. THE PARTIES EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO TRIAL BY JURY.

11. Confidentiality.

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Agreement that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Services or Benefits, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Services to providers of goods and services for the Engagement. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Discloser's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate two (2) years after the expiration or termination of the SOW under which the Confidential Information was disclosed, unless the law requires a longer period.

12. Miscellaneous

a) Assignment. Neither party may assign, transfer or delegate any of the rights or obligations under this Agreement without the written consent of the other party, except that Company may (i) assign and/or subcontract all or a portion of this Agreement to an affiliate or subsidiary without consent of Client or (ii) assign its rights and obligations hereunder to any successor in interest to all or substantially all of the assets and business of Company, without the consent or approval of Client.

b) E-mail Correspondence. Company and Client may correspond, convey information and documentation, and transfer Services and Deliverables via Internet e-mail unless Client expressly requests otherwise. Neither party has control over the performance, reliability, availability, or security of Internet e-mail; and therefore neither party shall be liable for any loss, damage, expense, harm, or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond that party's reasonable control.

c) Excusable Delay. Neither Client nor Company will be liable for any delays resulting from circumstances beyond its reasonable control.

d) Independent Contractor. Company is performing the Services as an independent contractor and nothing in this Agreement will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between Client and Company. Neither Company nor Client will be or become liable or bound by any representation, act, or omission of the other.

e) Non-Solicitation of Employees. During the term of an SOW and for one (1) year after termination of that SOW, Client will not employ or solicit for hire as an employee, consultant or otherwise any of the other party's professional personnel who have had direct involvement with the Services provided in that SOW, without the other party's express written consent, provided, however, that neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six (6) months previously, provided that the hiring party did not solicit the termination. A party shall not be in breach of this "Non-Solicitation" Section if those responsible for the solicitation, hiring or retention of the other party's personnel were not aware of these restrictions; however, personnel of either party working on any SOW under this Agreement shall be presumed to know of the restriction.

f) Notices. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given upon personal delivery, five (5) days after being mailed by registered or certified mail, return receipt requested, or one (1) business day after being sent by nationally recognized overnight courier. Notices will be addressed to the addresses set out in the SOW.

g) No Waiver of Breach. No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

h) Personal Data. "Personal Data" means any information relating to an identified or identifiable individual, including information pertaining to Client's personnel, directors and officers, agents, subcontractors, independent contractors, clients and any other third parties. "Process" or "Processing" means any operation or set of operations performed upon Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data. Company or its affiliates may receive and Process Client's Personal Data in performing the Services and/or for further communications with Client, such as inviting Client to events and sending Company materials. Client represents and warrants that (i) it has collected, Processed, and provided Client's Personal Data to Company in accordance with applicable laws, (ii) Client will not instruct Company to Process Client's Personal Data in any way that will violate any applicable laws, and (iii) Client will indemnify Company for breaches of the foregoing warranty. Client, its affiliates, and/or subcontractors will remain the controller(s) of the Client's Personal Data.

i) Press Releases and Client Reference. Neither party will issue any press release concerning Company's work without the other's consent. However, Company may identify Client in its listing of clients and may use a mutually-agreed general description of the nature of the Services in Company's promotional materials, presentations, and proposals to current and prospective clients.

j) Severability. In the event that any term or provision of this Agreement is unenforceable, then the remainder of this Agreement will not be affected, impaired, or invalidated, and the other terms and provisions of this Agreement will be valid and enforceable to the fullest extent permitted by law.

k) Survival. Provisions regarding payment, termination, ownership, warranties, limitations of liability, governing law, arbitration, confidentiality, Personal Data, non-solicitation of employees, severability, and waivers will survive the expiration or termination of this engagement.

l) Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

m) Entire Agreement. This MSA, the SOW and any exhibits or other attachments, are the entire agreement between Company and Client with respect to the engagement identified in the SOW and supersede all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing, with respect to that engagement. This Agreement may be modified only by means of a duly executed written amendment or Change Order. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either party in connection this Agreement, nor any other act, document, usage, custom, or course of dealing will modify the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Services Agreement to be executed by their duly authorized representatives.

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

ITECHRA, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
STATEMENT OF WORK FOR SERVICES

Presented by Itechra, Inc.

1. Introduction

This Statement of Work ("SOW") between Cochrane – Fountain City School District ("Client"), and Itechra, Inc., a Wisconsin corporation ("Company") is effective on the date of the second signature below and is subject to and incorporates by reference the provisions of the Master Services Agreement dated 06/01/2019 ("MSA").

2. Service Description

The following IT services are included in the scope of the included services for the SOW.

Initial Site Survey (26-Point Network Audit):

A senior engineer will come on-site to create initial network documentation, as well as audit your network for potential problem areas including.

- Network security
- Data back-ups
- Virus protection
- Hardware integrity (check for pending failures)
- System performance and trends
- Overall network design and layout

Proactive Network Monitoring:

This 24/7 network monitoring service will allow us to watch every aspect of your network to detect and report problems before they escalate into downtime, data loss, or expensive repair issues. Some of the items we will monitor include:

- Server traffic and load
- Hardware integrity and reliability
- Storage space and availability
- Back up success and failures
- System usage
- Management of firewalls, routers, switches, and other critical infrastructure
- Software upgrades
- VPN configuration

Spyware and Anti-Virus Monitoring:

- Eset anti-virus endpoint software
- Monitoring for compliance and virus threat detections
- Removal of spyware and malware if detected

Patch Management:

- Microsoft Critical, Security, and Definition Updates
- Update Rollups, Services packs, and Feature Packs
- Monitoring for compliance
- Updates performed on all workstations monthly
- Investigation and troubleshooting of failed deployments

Monthly Network Audit and Tune Up:

Every month a technician will conduct a thorough audit and tune up of your network to:

- Review and update available security patches
- Check status of Anti-Virus Clients
- Test peripherals, such as UPS(s)
- Perform a full data restore to ensure back-ups are functioning properly
- Review hard drive space, memory, CPU utilization
- Review network documentation and make changes as necessary
- Review routers, firewalls, and switches for failure or problems
- Optimize server for maximum performance and reliability
- Test backup and restore data
- In-depth review of server logs for errors and potential problems
- Add and remove users
- Microsoft Office 365 Subscription Management and Support

Quarterly Onsite Business Review:

Every three months we will come on-site to perform an extensive analysis of your network's trends, security, and performance, as well as to review your company's goals and technology issues with you. This quarterly review will allow us to make specific recommendations for improving your network performance, office productivity, and help you plan and budget for future IT needs.

Year-End Technology Review:

We will help you plan how to use technology to increase productivity, cut costs, gain competitive advantages, and support client's growth with a technology roadmap.

Unlimited Break-Fix Services:

In the rare event that your network goes down, or if you experience any type of problem, our team of senior technicians will troubleshoot and resolve the issue at no additional service fee to you. You can consider this like a network insurance plan.

Unlimited Help Desk and On-Site Support:

You and your employees can call anytime during business hours and speak to a technician about problems they are experiencing. If we can't resolve the issue remote, we will come onsite at no additional charge. In addition, we can also plan onsite days or half days on a regular basis to support your organization.

3. Project Coordination Policies

- Itechra and the Client will each assign a single point person to act as project liaison.
- During the project, at a frequency mutually determined by Itechra and the Client, Itechra will provide written and/or verbal project status reports to the Client project liaison.

4. Client's Responsibilities

- Client will provide Company the necessary resources such as office space, access to telephone and network connections while working in the Client offices.
- Client will make available, in a timely manner at the initiation of the project, relevant documentation to support the delivery of the project as identified by the Company and Client.
- Client will make available within the first five (5) days of the project the key Client resources who can help identify the strategic focus of the project.
- Client will identify at the initiation of the project any internal resources that will be involved in review and approval of interim and final deliverables for the project as well as any resources identified to provide input to the project.
- Client will review and approve interim and final deliverables in a timely manner, defined as within three (3) business days.

5. Compensation and Terms:

Monthly IT Service Plan

- All services will be billed at the agreed upon monthly IT service plan rate.

Term

- The Initial term for this SOW is for thirty-six (36) months commencing on the 1st day of June 2019 and ending on the 31st day of May 2022 (the Initial Period). The agreement shall automatically renew for subsequent twenty-four (24) month periods after the expiration of the Initial Period and each subsequent twenty-four (24) month period (each a Renewal Period), provided that neither the Company or Client have given notice of termination of this agreement sixty (60) days prior to the expiration of the initial term or any renewal term, which notice may be given at the will of either party with our without cause.

Travel Expense Policies

- Travel relating to the performance of services will be compensated at the current hourly rate.
- If services on behalf of the Client require Itechra employees to remain away from the Itechra offices overnight, Client shall either arrange reasonable lodging or reimburse Itechra for lodging expenses.

Services Billing Policies

- All services are invoiced monthly.
- Full payment is due upon receipt.
- A 1.5 % per month finance charge will be assessed on invoices open more than 30 days, until paid in full.

- Questions about specific billing items must be directed to the Itechra Information Technology Consulting project liaison within 5 days of the week's billing. Provided the remainder of the bill is paid on time, no penalties will accrue on the questioned items while those questions are being resolved.
- Upon request, monthly statements will be generated documenting current period activities and finance charges.
- If a Client account is frequently past due, prepayment of all services and products may be required. In addition, Itechra Information Technology Consulting reserves the right to terminate all further services until overdue invoices are paid in full.

6. Notices:

All notices and other communications shall be in writing and shall be effective upon personal delivery, five (5) days after being mailed by registered or certified mail, return receipt requested, or one (1) business day after being sent by nationally recognized overnight courier. Notices shall be addressed as follows:

If to Client:

Tom Hiebert

Cochrane – Fountain City School District

S2770 WI-35

Fountain City, WI 54629

If to Company

Ben Adank

Itechra, Inc.

173 East 2nd Street

Winona, MN 55987

If not fully executed by 6/1/2019, this SOW will be withdrawn unless the date is extended. This SOW may be executed in any number of counterparts, all of which when taken together shall constitute one single SOW between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives.

CLIENT

ITECHRA, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____