



MASTER SERVICES AGREEMENT

This Master Services Agreement is made and entered into by and between Caspian and Client, and is dated as of the date executed by the Parties (the "Effective Date") as indicated on the Master Service Agreement Cover Page (the "Cover Page"). This Master Services Agreement includes all terms set forth on the Cover Page and in this Master Service Agreement (collectively the "Agreement"). Attached hereto, as Exhibit A to the Agreement, is a sample Statement of Work. Attached hereto, as Exhibit B to the Agreement, is a sample Work Order. Exhibits A and B are attached to show Client what a Statement of Work and Work Order may look like if and when the Parties negotiate and enter into Statement of Work or Work Order in the future. The terms contained in Exhibits A and B are not binding upon the Parties. This Agreement, along with any Statement of Work and any Work Order, is not effective unless and until executed by both Parties. Caspian and Client are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

THE PROVISION OF SERVICES AND PRODUCTS BY CASPIAN SHALL ONLY BE UPON THE TERMS, CONDITIONS AND SPECIFICATIONS SET FORTH HEREIN AND AS CONTAINED IN A STATEMENT OF WORK OR WORK ORDER EXECUTED BY CLIENT AND CASPIAN.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Agreement and Exhibits.** This Agreement contains the terms and conditions governing the relationship between the Parties with respect to any "Services" (as defined in an applicable statement of work) and any "Products" (as defined by Section 5 of this Agreement and as further defined in an applicable work order) provided by Caspian. In the event the terms of a validly executed statement of work ("Statement of Work") or validly executed work order ("Work Order") conflicts with the terms and conditions contained in this Agreement, the terms of the Statement of Work or Work Order shall control.
2. **Term.** The initial term of this Agreement shall commence on the execution of this Agreement and shall continue for a period of one (1) year from the execution of any Statement of Work or Work Order, or such shorter or longer period as specifically set forth in the Statement of Work or Work Order.
3. **Termination.** The Parties may terminate this Agreement as follows: (1) by mutual, written consent of the Parties; (2) by Caspian, if Client fails to pay to Caspian any payments under this Agreement, any Statement of Work or any Work Order when due; (3) by either Party, upon ninety (90) days written notice to the other Party if the other Party materially breaches any term of this Agreement, any Statement of Work, or any Work Order, and further provided that such breaching party shall fail to cure said breach within such period; (4) by either Party, upon written notice to the other Party if a proceeding is brought by the other Party in any court or under supervision of any court-appointed officer under any federal or state bankruptcy, reorganization, rearrangement, insolvency or debt readjustment law, or if any such proceedings are instituted against the other Party and it fails to obtain dismissal within ninety (90) days after the same has been instituted.

Termination or expiration of this Agreement shall not release any Party from any liability which has as of the date of such termination or expiration already accrued to the other Party, nor affect in any way the survival of any right, duty or obligation of either Party which is expressly stated elsewhere in the Agreement, any Statement of Work or any Work Order to survive such termination or expiration hereof, including, but not limited to, the obligation to pay for Services or Products rendered.

4. **Professional Services.** During the term of this Agreement, Caspian shall provide Client the Services in accordance with the terms and timeline, if any, set forth in a Statement of Work. Client shall satisfy all of Client's obligations in order to allow Caspian to provide the Services.

Except as otherwise provided in this Agreement, a Statement of Work or an applicable Work Order, Caspian or its licensors own the Services and Client shall have no proprietary rights in the Services or any software, processes, know-how, source code, source documentation, inventions, ideas and the like included within the Services, or in the intellectual property contained therein, or any documentation related to the Services. Client shall have a personal, non-transferable and non-exclusive license to use any software and documentation provided by Caspian solely in connection with the Services. Client agrees not to duplicate such software or documentation, or any part thereof, except that Client may retain one copy for the purpose of backup. Client agrees not to assign, sublicense, transfer, lease, rent or share any license granted to Client hereunder, and not to reverse assemble, engineer, or decompile such software, or any part thereof, or otherwise misappropriate any of the intellectual property of Caspian. To the extent that any software is included in or used by Caspian in the performance of the Services, such software shall be subject to a separate license agreement, if required by Caspian. Except as otherwise provided in this Agreement, a Statement of Work or Work Order, to the extent that Caspian or any third party manufacturer specifies any preventative maintenance with respect to the Services, Client shall be responsible for such maintenance.

5. **Installation.** To the extent that any products, hardware or materials are to be installed by Caspian ("Products"), Caspian shall install such Products as specified in a Work Order. Installation dates are estimates only. Client shall be responsible for preparation and maintenance of the site for such installation, including, but not limited to, providing necessary electrical power and communication lines and proper air conditioning and humidity control.
6. **Designated Project Manager.** Caspian and Client shall designate one individual to serve as its project manager, which individual shall have the authority to make and approve all actions, agreements, Statements of Work, Work Orders and any other items related to this Agreement ("Project Manager"). The initial Project Managers for Caspian and Client are set forth on the Cover Page, and may be changed by either Party upon written notice to the other Party.
7. **Change Orders; Amendments.** No change in or addition to the Services or Products provided hereunder will be performed until Client sends a properly issued and executed written change order to Caspian and Caspian executes the same ("Change Order"); provided, however, that notwithstanding the foregoing, nothing herein will relieve Client of the obligation to pay Caspian for additional services or products rendered which were requested by Client and provided by Caspian, but are not documented in a properly executed Change Order.
8. **Compensation.** Client shall compensate Caspian for the Services in accordance with the terms and payment schedule set forth in this Agreement, an applicable Statement of Work or an applicable Work Order. Client shall make payments to Caspian in accordance with such payment schedule or, if no payment schedule is specified, within thirty (30) days after receipt of Caspian's invoice. Client shall also pay any sales, use, value-added, or other tax or charge imposed by any governmental entity upon the sale, use or receipt of the Services. If Client makes a payment to Caspian via American Express, client shall pay Caspian an additional fee equal to 4% of the payment made. If Client makes a payment to Caspian via any other credit card, other than American Express, Client shall pay to Caspian an additional fee equal to 3% of the payment made. Late payments shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by applicable law, whichever is lower. Client shall be responsible for all collection expenses or fees (including attorneys' fees) incurred by Caspian in enforcing its rights under this Agreement, a Statement of Work or Work Order.
9. **Warranties.** Caspian hereby warrants that the Services and Products provided or installed by Caspian shall be performed or installed by Caspian in a workmanlike manner, consistent with generally prevailing industry standards, and in compliance with the requirements of this Agreement, an applicable Statement of Work and an applicable Work Order.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AN APPLICABLE STATEMENT OF WORK OR AN APPLICABLE WORK ORDER, CASPIAN DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, INTEROPERABILITY, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CASPIAN DOES NOT WARRANT THE WORK AND SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED AND/OR ERROR FREE. CASPIAN DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AGAINST LOSS OF DATA, SECURITY BREACHES, THIRD PARTY INTERRUPTION OR INTERFERENCE WITH DATA OR NETWORKS, AND EXPOSURE OR RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION, REGARDLESS OF CAUSE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF CLIENT, AND DO NOT EXTEND TO ANY THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CLIENT ACKNOWLEDGES THAT CASPIAN SHALL BEAR NO RESPONSIBILITY FOR THE PERFORMANCE, REPAIR OR WARRANTY OF ANY OF CLIENT'S SOFTWARE, HARDWARE PRODUCTS OR SERVICES PROVIDED TO CLIENT OR BY A THIRD PARTY, UNLESS OTHERWISE SET FORTH HEREIN.

CASPIAN MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE OF ANY THIRD PARTY, EXCEPT TO THE EXTENT OF ANY WARRANTIES PROVIDED BY SUCH THIRD PARTY MANUFACTURER, IF TRANSFERRABLE.

Any and all warranties set forth in this Agreement, an applicable Statement of Work or an applicable Work Order shall be null and void if the Services, products or materials manufactured or created by Caspian are: (1) altered, modified or repaired by persons other than Caspian or persons approved by Caspian, including, without limitation, the installation of any attachments, features or devices not supplied or approved by Caspian; (2) misused, abused or not operated in accordance with specifications of Caspian or the manufacturers or creators of the products or materials by persons other than Caspian or persons approved by Caspian; or (3) subjected to improper site preparation or maintenance by persons other than Caspian or persons approved by Caspian. Caspian shall not be responsible for any malfunction, nonperformance or degradation of performance of any products or materials manufactured or created by Caspian caused by or resulting directly or indirectly from installation by Client, any alteration, modification or repair that was not made by Caspian or persons approved by Caspian or any causes external to such products or materials, such as, but not limited to, power failures and surges. Client shall comply at all times with all applicable specifications, laws, regulations and ordinances relating to its use of such products or materials. To the extent that such products or materials are manufactured or created by any third party, the warranties related to such products or materials come solely and exclusively from such third party, if transferrable.

10. **Client Covenants.** Client covenants that: (1) it has the authority to enter into this Agreement, Statements of Work and Work Orders, and the funding necessary to pay for the requested Services and Products; and (2) it has title to or license or rights to use or modify any software or products, which it has requested Caspian to modify as part of such Services; and (3) it will provide Caspian necessary access to its personnel, appropriate documentation and records and facilities in order for Caspian to timely and properly perform the Services and install the Products.
11. **Client Default.** In the event Client fails to pay any amount required of Client hereunder when due and payable, or if Client fails to observe, keep or perform any other provision of this Agreement, a Statement of Work or a Work Order as required of Client, Caspian shall notify Client of the same and Client shall have thirty (30) days to cure such default (or ten (10) days if a payment default). Upon Client's failure to cure such default, Caspian shall be entitled to pursue any remedy at law or in equity against Client, including as set forth in the Termination Section herein, and all such remedies

are cumulative and may be executed concurrently or separately, and the exercise of one remedy shall not be deemed to be an election against any other remedy.

12. **Caspian Default.** In the event Caspian fails to observe, keep or perform any provision of this Agreement, a Statement of Work or a Work Order as required of Caspian, Client shall notify Caspian of the same and Caspian shall have thirty (30) days to cure such default. Upon Caspian's failure to cure such default, Client shall be entitled to pursue any remedy at law or in equity against Caspian, including as set forth in the Termination Section herein, and all such remedies are cumulative and may be executed concurrently or separately, and the exercise of one remedy shall not be deemed to be an election against any other remedy.
13. **Remedies and Indemnification.** If the Services or any of the products or materials manufactured or created by Caspian are proven to infringe a third party's trademark, patent, copyright or other intellectual property right, or Caspian determines that any of the Services or such products or materials shall infringe such rights, or Client is enjoined from using any of such products or materials, or any part of same, then Caspian, at Caspian's expense and sole option, shall (1) replace such infringing Services, products or materials with non-infringing, equivalent and conforming services, products or materials, (2) modify such infringing Services, products or materials, so such Services, products or materials become non-infringing, but continue to provide the same type and quality of performance and services, or (3) procure the right for Client to continue using such infringing Services, products or materials. This Section shall not apply to any products or materials manufactured or created by any third party or manufactured or created by Caspian to Client's design or specifications. This Section shall also not apply to the extent the claim of infringement is caused by Client's misuse, abuse or modification of any products or materials, Client's failure to use corrections or enhancements made available by Caspian, or Client's use of such products or materials in combination with any attachments, features or devices not supplied or approved by Caspian. This Section states the entire liability of Caspian and the exclusive remedy of Client for infringements by Services or any Products. Client agrees to indemnify, defend and hold Caspian harmless from and against any and all liability, loss or damage, from or against any party, as a result of Client's default of this Agreement, any Statement of Work, or any Work Order.
14. **Limitation of Liability.** **CASPIAN WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF CASPIAN'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR NOT, INCLUDING NEGLIGENCE.**

Client's right to recover any damages is limited to the amounts paid to Caspian under the applicable Statement of Work or Work Order. Client acknowledges that this limitation of liability is part of the consideration and was considered by Caspian in establishing the prices and rates to be charged to Client, which, but for this limitation, would have been higher. Caspian shall not be responsible for any losses or damages for failure to perform or any delay in its performance where such failure or delay is due to any act or negligence of Client or Client's agents or nominees, by Change Orders or amendments requested by Client, delays associated with product malfunction or availability, by fires or other casualty, strikes, accidents, a public authority, material or labor shortages, or any other reason beyond the control of Caspian.

15. **Confidentiality.** "Confidential Information" of a Party shall be deemed to include all information, materials and data disclosed or supplied by such party ("Disclosing Party") to the other Party receiving such information ("Receiving Party"), that Disclosing Party designates to be of a confidential nature. If disclosed in written or other tangible form or electronically, Confidential Information shall be marked by Disclosing Party as "Confidential." If disclosed orally or visually, Confidential Information shall be identified as such by Disclosing Party at the time of disclosure and designated as "Confidential" in a written memorandum of such disclosure, summarizing the Confidential Information sufficiently for identification, to be delivered by Disclosing Party to Receiving

Party within thirty (30) days of such disclosure. The Parties agree to keep confidential all Confidential Information of the other Party and only use or disclose such information to the extent necessary to perform the obligations of such Party under this Agreement, a Statement of Work or a Work Order.

The following information shall not be considered Confidential Information hereunder: (1) information of Disclosing Party that is or becomes generally known within the relevant industry through no wrongful act or omission of Receiving Party or breach by Receiving Party of its obligations under this Agreement, a Statement of Work or Work Order; (2) information which Receiving Party can establish and document by contemporaneous written proof was in the possession of or known by such party prior to its receipt of such information from Disclosing Party, without any obligation of confidentiality to Disclosing Party; (3) information that is rightfully disclosed to Receiving Party by a third party with no obligation of confidentiality to Disclosing Party; and (4) information which is independently developed by Receiving Party without use of or reference to Confidential Information of Disclosing Party, with Receiving Party bearing the burden of proving such independent development.

Confidential Information of Disclosing Party may not be used by Receiving Party for any purpose except in the performance of Receiving Party's obligations on behalf of Disclosing Party under this Agreement, a Statement of Work or a Work Order. Receiving Party shall maintain the confidentiality of all of Disclosing Party's Confidential Information disclosed to Receiving Party hereunder and shall not disclose such Confidential Information to any person or entity, except as provided in this Agreement, a Statement of Work or a Work Order.

Upon termination or expiration of this Agreement, for whatever reason, each of the Parties shall immediately cease using any and all Confidential Information of the other Party, unless specifically authorized in writing by such other Party, and shall promptly return to such other Party any and all of such information in its possession, and shall not publish or reveal, use or divulge, directly or indirectly, any of such information unless specifically authorized, in writing, by such other party. Without limiting the generality of the foregoing, the obligation to promptly return Confidential Information shall include, but not be limited to, the obligation to promptly erase any and all of such Confidential Information, and all images, compilations, copies, summaries or abstracts of such information, from computer storage, systems and related storage devices, tools and servers.

16. **Non-Solicitation.** The Parties agree they shall not directly solicit to employ or contract the services of any person employed by the other Party who performs any duties related to this Agreement, a Statement of Work or a Work Order during the term of this Agreement or for two (2) years following the expiration/termination of this Agreement, without prior written consent of the other Party.
17. **Equitable Relief.** The Parties agree any breach of the Confidentiality or Non-Solicitation Sections of this Agreement by a Party cannot reasonably or adequately be compensated in damages in an action at law and shall cause irreparable harm and significant injury and damage to the other Party. By reason thereof, the non-breaching Party shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to seek and obtain injunctive or other equitable relief to prevent or curtail any breach of such Sections.
18. **Notices.** All notices, demands and communications required or permitted in connection with this Agreement shall be in writing and shall be deemed effectively given in all respects upon personal delivery or, if mailed, by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier, the receipt of which is confirmed, addressed to the Party at the address set forth on the Cover Page of this Agreement (or such other address for a Party as shall hereafter be specified by like notice).
19. **Relationship of the Parties.** Caspian is an independent contractor of Client, and neither Party shall be deemed the employee or agent of the other. Caspian shall be responsible for payment of all

unemployment, social security, federal, state and local income taxes and other payroll taxes related to its employees who are engaged in the performance of the Services. Client shall be responsible for any sales tax or other tax.

20. **Successors and Assigns.** Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld, however, Caspian may at any time contract with third party independent contractors for the performance of any part of the Services hereunder, provided that, Caspian ensures such independent contractors adhere to the terms of this Agreement, the applicable Statement of Work or the applicable Work Order.
21. **Force Majeure.** Excepting for a delay in payment by Client, any delay or failure of a Party to perform its obligations will be excused if and to the extent that it was caused by an event or occurrence beyond such Party's reasonable control and without its fault or negligence.
22. **Modification or Waiver.** The Parties may, by mutual agreement, amend any provision of this Agreement, and any Party may grant consent or waive any right to which it is entitled under this Agreement or any condition to its obligations under this Agreement, provided that each such amendment, consent or waiver shall be in writing. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.
23. **Promotion.** Caspian may, in its public advertising and promotional materials, reference Client and the Services provided to Client, subject to Client's approval of said materials, which approval shall not be unreasonably withheld.
24. **Governing Law.** This Agreement, all Statements of Work and all Work Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to its principles of conflicts of laws. Both Parties consent to the exclusive jurisdiction and venue of any court within the State of Wisconsin in connection with any dispute arising out of, or in connection with this Agreement, any Statement of Work and any Work Order.
25. **Severability.** In the event that any provision of this Agreement, or any word, phrase, clause, sentence or other provision thereof, should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement as modified legal and enforceable to the fullest extent permitted under applicable laws.
26. **Entire Agreement.** This Agreement, along with any Statement of Work or Work Order properly executed by Caspian and Client on or after the Effective Date, represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, purchase orders, understandings and negotiations, oral or written, between the Parties with respect to such subject matter.
27. **Survival.** The rights and obligations of the Parties in this Agreement that by their nature survive the expiration or termination of this Agreement, shall so survive, including, without limiting the generality of the foregoing, the Sections entitled Termination, Warranties, Indemnification, Limitation of Liability, Confidentiality, Non-Solicitation and Equitable Relief shall survive any termination or expiration of this Agreement.
28. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of identical counterparts, each of which, for all purposes, shall be deemed an original, and all of which shall constitute, collectively, one and the same agreement. Signatures sent via e-mail, facsimile or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

APPENDIX 1 - CHANGE REQUEST FORM

Caspian Technology Concepts, LLC, a Wisconsin limited liability company (Caspian) and Heritage Christian Schools, both parties hereby certify, by the signature of an authorized representative, that this Change Request will amend and be fully incorporated into the existing SOW.

1. **Change Request Number:** 0001
2. **Reason for Change Request:** Amend Pricing Schedule for Exhibit A2 to MSA 1506
3. **Changes to SOW:** Pricing Table on page 10 of Exhibit A-2/MSA 1506 will be amended as follows:

Heritage Christian Schools ITaaS/IT Support Services	Base	Cost	Estimated Qty	Pre-Erate Sub-Total (Monthly)
Domain/AD/Exchange/File Server	\$ 450.00	\$ 12.00	\$ 64.00	\$ 768.00
Servers		\$ 450.00	\$ -	\$ -
Managed Security		\$ 299.00	\$ 2.00	\$ 598.00
Wireless Access Points (WAP)		\$ 45.00	\$ 24.00	\$ 1,080.00
Back-Up Total GB		\$ 1.00	\$ -	\$ -
Managed Desktop		\$ 30.00	\$ 64.00	\$ 1,920.00
Managed Desktop (Student)		\$ 12.00	\$ 29.00	\$ 348.00
Hosted On-Site Management Server		\$ 125.00	\$ 2.00	\$ 250.00
Totals				\$ 4,964.00

4. **Schedule Impact:** None
5. **Cost Impact:**
 - a. Original Value of SOW: \$ _____
 - b. Added Value of Change Request: \$ _____
 - c. New Value of SOW: \$ _____
6. **Purchase Order Issuance (if applicable):** Heritage Christian Schools shall issue a written Purchase Order to Caspian, or shall issue an amendment to its original Purchase Order issued under this SOW, for the total amount of \$ _____

Except as changed herein, all terms and conditions of the SOW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Management Request to be fully executed.

CASPIAN TECHNOLOGY CONCEPTS, LLC.

By: *Daniel S. McCormack*

Name: Daniel S. McCormack

Title: VP

Date: 3-21-18

HERITAGE CHRISTIAN SCHOOLS

By: *Bradley J. Evans*

Name: BRADLEY J. EVANS

Title: BUSINESS ADMINISTRATOR

Date: 3-21-18