

SERVICES AGREEMENT

"Client":	Heritage Christian Schools
State of Incorporation/Formation:	Wisconsin
"Caspian":	Caspian Technology Concepts, LLC
State of Incorporation/Formation:	Wisconsin
Client's Notice Address: Client's Project Manager:	3500 S. Glen Park Road New Berlin, WI 53151 Attn: Brad Evans
Caspian's Notice Address: Caspian's Project Manager:	2100 Pewaukee Rd., Suite C Waukesha, WI 53188 Attn: Dale Boehm
Initial Term of Agreement:	36 Months
"Exhibits":	Services Deliverables Service Pricing

This Services Agreement ("Agreement"), dated as of the Effective Date as executed by the Parties below, is made and entered into by and between the Caspian and the Client specified above. This Agreement includes all terms set forth on this Cover Page ("Cover Page") together with all of the terms set forth in the Exhibits specified above. This Agreement 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."

IN WITNESS WHEREOF, by executing this Agreement below, Caspian and Client hereby agree to all terms of this Agreement, effective as of the Effective Date.

Caspian Technology Concepts, LLC	Heritage Christian Schools
 Signature	 Signature
Name: Dale Boehm Title: President/CEO	Name: Brad Evans Title: Business Administrator
<u>4/25/2017</u> Date	<u>4-25-17</u> Date

CONFIDENTIAL

This agreement serves to outline the scope of Service between Caspian and Client pursuant to the terms and conditions of the Agreement between Caspian and Client to which this is attached.

Caspian shall provide the following Services as set forth below (collectively, the "Services") in accordance with the timeline, if any, set forth herein. All defined terms used in this Exhibit and not otherwise defined herein will have the same meaning as defined elsewhere in the Agreement. In the event the terms and conditions stated within this Exhibit conflict with the terms and conditions stated within the Agreement, the terms and conditions stated within this Exhibit shall have precedence over the terms and conditions stated in the Agreement.

CORE™ / ENTERPRISE CLOUD SERVICES

Heritage Christian Schools customized private cloud solution will be hosted in one of our geographically dispersed data centers. The platform allows physical servers to be partitioned into self-contained virtual machines, each with its own operating system and set of applications. All Caspian Cloud Private virtual machines include operating system architected and executed for our customers' specific internal business requirements. Caspian manages the infrastructure with licensing, monitoring and management of the virtualized operating system.

SERVICES TO INCLUDE:

1. DOMAIN/AD/EXCHANGE/FILE SERVER ENVIRONMENT
 - A. ENTERPRISE INFRASTRUCTURE ARCHITECTURE
2. MANAGED SECURITY
 - A. INTRUSION PREVENTION
 - B. WEB CONTENT FILTERING
 - C. ANTI-VIRUS (NETWORK EDGE)
 - D. SPAM (NETWORK EDGE)
3. WIRELESS ACCESS POINTS
4. MANAGED DESKTOP SERVICES
 - A. STUDENT
 - B. STAFF

SERVICE LEVEL AGREEMENTS

This Exhibit serves to outline the scope of the Service Level Agreements between Caspian and Client pursuant to the terms and conditions of the Agreement between Caspian and Client to which this is attached.

This Exhibit covers the service details, expectations, roles and responsibilities with the goals of promoting a partnership between Caspian and its customer and providing a framework for incident resolution and communication. All defined terms used in this Exhibit and not otherwise defined herein will have the same meaning as defined elsewhere in the Agreement. In the event the terms and conditions stated within this Exhibit conflict with the terms and conditions stated within the Agreement, the terms and conditions stated within this Exhibit shall have precedence over the terms and conditions stated in the Agreement.

Caspian ("We") will provide customer the following service level guarantees:

OVERVIEW

The CORE™ Service Level Agreement (SLA) is between Caspian as the service provider and the customers of the CORE™ service offerings.

SERVICE DESCRIPTION

Infrastructure as a Service refers to a combination of hosting, hardware, provisioning and basic services needed to run a CORE™ based infrastructure. The CORE™ is the part of the CORE™ computing architecture that provides access over the Internet. Bandwidth allocation and server resources are essential elements of CORE™. The CORE™ architecture specifies dynamic scaling of bandwidth and computing resources. Data protection provided by the Caspian CORE™ service complies with the SSAE 16 certification. Regular audits ensure that the datacenter facilities and associated systems meet SSAE 16 standards for physical security, encryption levels, network security, configuration management, monitoring, and other control areas.

High Availability Infrastructure

To ensure uninterrupted availability of protected health information, our fully redundant networks and power are built for automatic failover, guaranteeing your critical data and applications are always accessible. Our datacenters are interconnected by Gigabit fiber and are interconnected with multiple Internet Service Providers (ISPs), providing an ideal infrastructure for data backup and disaster recovery plans, meaning your data will be recoverable even in the event of a disaster.

HIPAA Trained Staff

Every employee at Caspian is trained to understand and follow HIPAA compliance standards and the importance of protecting sensitive information. We consider ourselves the guardian of your IT infrastructure, but understand the explicit boundaries of that responsibility to maintain privacy and security.

HIPAA Compliant Services

Neither HIPAA nor HITECH call for specific technical measures to assure data is available, accurate and secure. However, we recommend many of the same procedures and technologies we deploy for ourselves and for which we have had a HIPAA audit to clients who are going to be audited/required to pass a HIPAA audit. This includes:

- Private Firewall services (either a Virtual or Dedicated Firewall) with VPN for remote access
- Managed Cloud Server (good for the availability issue)
- Production: Separate database and web servers
- Separate test server (can use one for web and DB but not same as production)
- Offsite Backup at a minimum, IT Disaster Recovery is better
- SSL certificates and HTTPS for all web-based access to PHI
- Setup private IP addresses

DATA CENTER INFRASTRUCTURE

We guaranty that data center HVAC and power will be functioning 100% of the time in any given monthly billing period, excluding scheduled maintenance. Infrastructure downtime exists when CORE™ Servers™ downtime occurs as a result of power or heat problems.

CORE™ SERVER HOSTS

We guaranty the functioning of all CORE™ server hosts including compute, storage, and hypervisor. If a CORE™ server host fails, we guaranty that restoration or repair will be complete within one hour of problem identification.

NETWORK UPTIME

Caspian guarantees network uptime of 99.9%. This includes our internal network and connectivity at the border routers to the exterior. Outages outside of our network cannot be covered by our SLA although we will proactively contact our providers to follow up with issues affecting our customers if the issues happen within our providers' peering points. If total outage time (excluding planned system maintenance and outside outages beyond Caspian control) exceed .1% of uptime for a month, customer will be credited for one full day of service.

SYSTEM AVAILABILITY, DISASTER RECOVERY AND SERVICE REDUNDANCY

The service will be available 7x24 with the exception of any unexpected outage and system maintenance.

UNEXPECTED OUTAGES

In the case of an unexpected outage, Caspian personnel will return the service to operation as quickly as possible. Communication about outages will be communicated to a predefined customer contact email distribution group.

PLANNED MAINTENANCE

Caspian will announce all disruptive system maintenance change at least three days in advance using the predefined customer contact group. All disruptive system maintenance will be performed between the hours of 11:00 p.m. Friday and 10:00 pm. Sundays.

EMERGENCY MAINTENANCE

In rare situations, it may become necessary to perform emergency maintenance to correct service issues or to prevent an imminent service issue. In these situations, it will be impossible to provide advanced notice of the outage. Caspian will provide as much advanced notice as possible (using the pre-defined customer contact distribution group).

A data center disaster is declared when an event occurs that prevents use of a data center and/or all computing equipment in the data center is unavailable or unreachable. A data center disaster is not declared for issues with individual storage servers. To minimize outages, especially in case of a disaster, Caspian maintains two data centers.

CASPIAN SERVICE RESPONSIBILITIES

Support — Caspian offers 24/7 support for incidents related to the Desktop Virtualization service. Customers may contact the Caspian Service Desk by phone at (262) 314-4100, email support@thinkcaspian.com or via the web at the [Online Help Desk](#).

All incidents and service requests reported through the Caspian Service Desk will result in a Service Desk ticket, including the gathering of user information and information about the incident or service request needed for initial diagnosis and priority classification. Based on the diagnosis, the most qualified person for resolution will address the incident/service request according to the impact and urgency.

Response Times: We will respond to your support requests made via ticket or telephone within the following time frames:

1. MONITORING RESPONSES: server and service down alerts will be acknowledged within 15 minutes;
2. TICKET RESPONSIVENESS: Customer questions made in tickets will be acknowledged within one hour.

Resolution times are dependent on the particular circumstances and are not guaranteed;
Support is provided through the Caspian Service Desk, which supports the following types of requests:

Request Type	Example	Response
Incident Reporting	You are having a problem with a component of the CORE™ that you believe is due to the CORE™ environment	24/7
Service Request	You have a complex, non-standard CORE™ environment request that cannot be handled through the <u>Desktop Support website</u>	Business hours: Monday – Friday 8:00 a.m. – 5:00 p.m.
"How-To"	You don't know how to access Desktop Virtualization	Business hours: Monday – Friday 8:00 a.m. – 5:00 p.m.

CUSTOMER RESPONSIBILITY

The customer agrees to:

- Provide Caspian with a point of contact, including appropriate contact information (e-mail, phone and pager)
- Respond in a timely fashion to any security incident
- Ensure any software on a virtual machine is appropriately licensed
- Ensure all use of the virtual machine follows all Caspian policies, State and Federal laws and regulations
- Ensure data management policies are in compliance with Caspian policies, State and Federal laws and regulations (it is the customer's responsibility to erase data prior to decommissioning a virtual desktop machine)
- Work with Caspian to determine an optimal network design specific to your department or organization.

CREDITS

If we fail to meet a guaranty stated above, you will be eligible for a credit. Credits will be calculated as a percentage of the fees for the CORE™ Servers™ adversely affected by the failure for the current monthly billing period during which the failure occurred (to be applied at the end of the billing cycle), as follows:

Data Center Network: Five percent (5%) of the fees for each 30 minutes of network downtime, up to 100% of the fees. This does not include local WAN circuits;

Data Center Infrastructure: Five percent (5%) of fees for each 30 minutes of infrastructure downtime, up to 100% of the fees;

CORE™ Server Hosts: Five percent (5%) of the fees for each additional hour of downtime, up to 100% of the fees;

Migration: Five percent (5%) of the fees for each additional hour of downtime, up to 100% of the fees.

Definitions: For purposes of this Service Level Guaranty:

- "CORE™ server" means your unique virtual machine instance;
- "CORE™ server fees" means the fees for your CORE™ Servers for the monthly billing period in which the failure occurred and includes monthly virtual machine instance and bandwidth charges;
- "CORE™ server host" means the physical server which hosts your CORE™ server;
- "data center network" means the portion of The Caspian CORE™ network extending from the network egress point of your CORE™ server host to the outbound port of the data center border router;
- "power" includes UPSs, PDUs and cabling, but does not include the power supplies in CORE™ server hosts;
- "scheduled maintenance" means maintenance that is announced at least ten business days in advance, and that does not exceed sixty minutes in any calendar month.

LIMITATIONS

You are not entitled to a credit if you are in breach of your services agreement with Caspian (including your payment obligations to us) until you have cured the breach. You are not entitled to a credit if downtime would not have occurred but for your breach of your agreement with Caspian or your misuse of the Caspian server infrastructure and systems.

To receive a credit, you must contact your Caspian account team within thirty (30) days following the end of the downtime. You must show that your use of the servers was adversely affected in some way as a result of the downtime to be eligible for the credit.

This Service Level Guaranty is your **sole and exclusive** remedy for Caspian CORE™ unavailability.

Notwithstanding anything in this Service Level Guaranty to the contrary, the maximum total credit for the monthly billing period, including all guaranties, shall not exceed 100% of your fee for that billing period. Credits that would be available but for this limitation will not be carried forward to future billing periods.

SERVICE PRICING

This Exhibit serves to outline the pricing and payment terms for the Services between Caspian and Client pursuant to the terms and conditions of the Agreement between Caspian and Client to which this is attached.

All defined terms used in this Exhibit and not otherwise defined herein will have the same meaning as defined elsewhere in the Agreement. In the event the terms and conditions stated within this Exhibit conflict with the terms and conditions stated within the Agreement, the terms and conditions stated within this Exhibit shall have precedence over the terms and conditions stated in the Agreement.

Heritage Christian Schools ITaaS/IT Support Services	Base	Cost	Estimated Qty	TOTAL
Domain/AD/Exchange/File Server	\$ 450.00	\$ 12.00	64	\$ 1,218.00
Servers (Base Build)	\$ -	\$ 450.00	0	\$ -
Managed Security	\$ -	\$ 299.50	2	\$ 599.00
WAP	\$ -	\$ 45.00	14	\$ 630.00
Back-Up Total GB	\$ -	\$ 1.00	0	\$ -
Managed Desktop	\$ -	\$ 30.00	64	\$ 1,920.00
Managed Desktop (Student)	\$ -	\$ 12.00	29	\$ 348.00
Hosted On-Site Management Server	\$ -	\$ 125.00	2	\$ 250.00
Sub-Total				\$ 4,965.00