



MOSAICA EDUCATION, INC.

1050 NORTHGATE DRIVE, SUITE 190
SAN RAFAEL, CA 94903
VOICE 415.491.1305 FAX 415.491.1309
WWW.MOSAICAEDUCATION.COM

Arts and Technology - DC
entity #221258

February 17, 2005

Vantage Technologies Systems Integration, LLC
Dba Vantage Solutions
Attn: Jeff Thomas
110 Terry Drive
Newtown, PA 18940
Re: Contract #1001

Mr. Thomas,

This is to inform you that based on your proposal, Vantage has been selected as the vendor of choice for the following schools based on the requirements outlined on the RFP form 470. The outlined work is now contingent upon each of the schools qualifying for eRate funding. Should they qualify, the schools you have been selected to provide services for are:

Kalamazoo Advantage
Leadership Learning
Phoenix Advantage
Arts and Technology - DC
Ronald H. Brown

Should you desire to proceed with the outlined work upon the individual schools eRate approval, please acknowledge by signing this letter below and submitting it back to my attention at the address provided.

Sincerely,

Jim Voorhees
Chief Information Officer
Mosaica Education
415-491-1305 x106
Fax:415-491-1309
1050 Northgate Drive # 190
San Rafael, Ca 94903

Acknowledgement

Jeff Thomas
Jeff Thomas

2/17/05
Date

MASTER AGREEMENT

This Master Agreement is made between **VANTAGE TECHNOLOGIES SYSTEMS INTGRATION, LLC** a Delaware corporation with its address at 110 Terry Drive, Newtown, PA 18940 and **THE ARTS AND TECHNOLOGY ACADEMY** with its address at 5300 Blaine Street, NE, Washington, D.C. 20019.

1. INTERPRETATION

1.1 The purpose of the Master Agreement is to create a single mechanism under which The Arts and Technology Academy ("Customer") and its Affiliated Companies may form purchasing or other Agreements with Vantage technologies systems Integration, LLC and its Affiliated Companies ("Vantage").

1.2 In the Master Agreement:

"Affiliated Company" means, in relation to either party, any entity: (a) which is owned 50% or more by that party; or (b) over which that party exercises management control; or (c) which is under common control with that party; or (d) which owns 50% or more of that party;

"Agreement" means each agreement entered into under the, comprising the Master Agreement and an Exhibit executed by Vantage and Customer referencing the Master Agreement;

"Confidential Information" means any information disclosed by one party to another under any Agreement which is, prior to or at the time of ("the disclosure, identified in writing as confidential or proprietary;

"Equipment" means the hardware (including components), software media and spare parts listed in the standard product price lists published by Vantage from time to time; "Exhibit" means any exhibit to the Master Agreement as executed by the parties from time to time;

"IPR" means intellectual property rights, including patents, trademarks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world;

"Products" means Equipment or Software

"Services" means the services described in any SOW;

"SOW" means any statement of work relating to Services;

"Software" means (i) any binary software programs listed in the standard price lists published by Vantage from time to time, (ii) any Updates, and (iii) any related user manuals or other documentation;

"Vantage Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by Vantage in connection with Products and Services;

"Updates" means subsequent releases and error corrections for Software previously licensed, as listed in the standard price lists published by Vantage from time to time.

2. CONFIDENTIAL INFORMATION

2.1 A party receiving Confidential Information ("Recipient") may use it only for the purposes for which it was provided under the Agreement. Confidential Information may be disclosed only to employees or contractors obligated to the Recipient under similar confidentiality restrictions.

2.2 The obligations of section 2.1 do not apply to information which:

(a) is rightfully obtained by the Recipient without breach of any obligation to maintain its confidentiality;

(b) is or becomes known to the public through no act or omission of the Recipient;

(c) the Recipient develops independently without using Confidential Information of the other party; or

(d) is disclosed in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object.

3. RESTRICTED ACTIVITIES

3.1 Export laws. Products, Services and technical data delivered by Vantage may be subject to US export controls or the trade laws of other countries. Customer will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery to Customer. Customer will not export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. Customer will not use or provide Products, Services, or technical data for nuclear, missile, or chemical biological weaponry end uses.

3.2 Nuclear applications. Customer acknowledges that Products and Services are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

4. VANTAGE TRADEMARKS

4.1 Customer may refer to Products and Services by their associated names, provided that such reference is not misleading and complies with Vantage's Trademark and Logo Policies, which are found at www.vantage.com

4.2 Customer may not remove or alter any Vantage Trademarks, nor may it co-logo Products or Services. Customer agrees that any use of Vantage Trademarks by Company will inure to the sole benefit of Vantage.

4.3 Customer agrees not to incorporate any Vantage Trademarks into Customer's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

5. PUBLICITY

5.1 Vantage may use Customer's name in promotional materials, including press releases, presentations and customer references regarding the sale of Products or Services. These permissions are free of charge for worldwide use in any medium. Vantage will obtain Customer's prior approval for publicity that contains claims, quotes, endorsements or attributions by Customer, such approval not to be unreasonably withheld.

6. INTELLECTUAL PROPERTY CLAIMS

6.1 Each party ("the Indemnifying Party") will defend or settle, at its option and expense, any legal proceeding brought against the other ("the Indemnified Party") to the extent that it is based on a claim that materials (which term includes Products) developed and provided by the Indemnifying Party infringe a third party's patent, trade secret or copyright. The Indemnifying Party will indemnify the Indemnified Party against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that the Indemnified Party: (a) gives written notice of the claim promptly to the Indemnifying Party; (b) gives the Indemnifying Party sole control of the defense and settlement of the claim; (c) provides to the Indemnifying Party, at the expense of the Indemnifying Party, all available information and assistance; (d) does not compromise or settle such claim; and (e) is not in material breach of any Agreement.

6.2 If such materials are found to infringe, or in the reasonable opinion of the Indemnifying Party are likely to be the subject of a claim, the Indemnifying Party will at its option: (a) obtain for the Indemnified Party the right to use such materials; (b) replace or modify the materials so they become non-infringing; or (c) if neither (a) nor (b) is reasonably achievable, remove such materials and refund

their net book value.

6.3 Neither party has any obligation to the extent any claim results from: (a) use of materials in combination with any third party equipment, software or data; (b) compliance by the Indemnifying Party with the designs or specifications of the Indemnified Party; (c) modification of materials other than at the direction of the Indemnifying Party; or (d) use of an allegedly infringing version of the materials, if the alleged infringement could have been avoided by the use of a different version made available to the Indemnified Party.

6.4 This section states the entire liability of each party (as Indemnifying Party) and the exclusive remedies of each party (as Indemnified Party) for claims that materials infringe a third party's IPR.

8. TERMINATION AND EXPIRATION

8.1 Termination for cause. Either party may terminate the Master Agreement or any Exhibit immediately by written notice: (a) if the other party commits a non-remediable material breach of the Master agreement or Exhibit (as the case may be); or (b) if the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach.

8.2 Termination without cause.

(a) Either party may terminate the Master Agreement immediately by written notice if no Exhibit is in effect. (b) Either party may terminate any Exhibit at any time upon expiration of ninety (90) days' written notice.

8.3 Actions following termination or expiration. On termination or expiration of the Master Agreement (for whatever reason), all Exhibits shall automatically terminate with immediate effect. Following termination or expiration of an Exhibit (for whatever reason), each party will deliver to the other any property of the other in its possession or control relating to that Exhibit, in good condition, reasonable wear and tear excepted.

8.4 Effect of termination. Neither party will be liable for any damages arising out of the termination or expiration of the Master agreement or any Exhibit, provided that such termination or expiration will not affect any right to recover:

- (a) damages sustained by reason of material breach; or
- (b) any payments which may be owing in respect of any Agreement.

9. ASSIGNMENT AND SUBCONTRACTING

9.1 Neither party may assign or otherwise transfer any of its rights or obligations under the or any Exhibit without the prior written consent of the other party, which consent will not be unreasonably withheld, except that: (a) both parties may assign their right to receive payment; and (b) Vantage may use subcontractors in the performance of its obligations, in which case Vantage will remain responsible for the performance by such sub-contractors.

10. DISPUTE RESOLUTION

The parties will use reasonable efforts to resolve any dispute arising out of the Master Agreement or any Exhibit through a meeting of appropriate managers from each party. If the parties are unable to resolve the dispute, either party may escalate the dispute to its executives. If an executive level meeting fails to resolve the dispute within thirty (30) days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other provisional relief at any time.

11. GENERAL

11.1 Governing law.

(a) All disputes will be governed by the laws of Pennsylvania. The venue for litigation will be the appropriate courts located in Bucks County, Pennsylvania.

(b) Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Agreement.

11.2 Force Majeure. A party is not liable under any Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing.

11.3 Notices. All written notices required by the Master Agreement or any Exhibit must be delivered in person or by means evidenced by a delivery receipt or acknowledgment and will be effective upon receipt. Notices communicated by electronic mail or facsimile will be deemed to be written.

11.4 Relationship. Neither the Master Agreement nor any Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

11.5 Invalidity. If any provision of the Master Agreement or any Agreement is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions.

11.6 Survival. Rights and obligations under the Master Agreement and any Exhibit which by their nature should survive, will remain in effect after termination or expiration of the Master Agreement or the relevant Exhibit.

11.7 No waiver. Any express waiver or failure to exercise promptly any right under the Master Agreement or any Exhibit will not create a continuing waiver or any expectation of non-enforcement.

11.8 Modification. No modification to the Master Agreement or any Exhibit will be binding, unless in writing and manually signed by an authorized representative of each party.

11.9 Entire agreement. Each Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms contained in any quote, purchase order, acknowledgment, or other communication between the parties relating to its subject matter during its term.

IN WITNESS WHEREOF THE DULY AUTHORIZED REPRESENTATIVES OF THE
PARTIES HAVE EXECUTED THIS MASTER AGREEMENT.

VANTAGE TECHNOLOGIES
SYSTEMS INTEGRATION, LLC

The Arts and Technology Academy

By: *L. J. Thomas*

By: *Coleen Meehan*

Name: *L. J. Thomas*

Name: *School Administrator*

Title: *Regional Manager*

Title: *COLEEN MEEHAN*

Date: *5-5-06*

Date: *5-10-06*