

COLORADO COMPUTER SUPPORT MASTER CUSTOMER AGREEMENT
GENERAL TERMS

This **MASTER CUSTOMER AGREEMENT** (the "**Agreement**") is entered into as of August 1, 2017 ("**Effective Date**") between Colorado Computer Support, a Colorado Corporation, located at 4925 North Union Blvd, Colorado Springs, CO 80918, ("**MSP**") and Colorado Digital Boces located at 4035 Tutt Blvd, Colorado Springs, CO 80922 ("**Customer**").

1. SCOPE OF AGREEMENT. This Agreement serves as a master agreement and applies to Customer's and its Affiliates' purchases from MSP, or any of its Affiliates, of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "**Product**"). For purposes of this Agreement, "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with Customer or MSP, as the case may be. No Product or Services will be provided under this Agreement alone, but may require the execution of a written or electronic order form, or other mutually acceptable order documentation (including, without limitation, Statements of Work for Products and Services as further described below) (each, an "**Order**"), which contains terms relating to this Agreement, each of which must be executed by both parties and, upon such execution, is deemed incorporated in this Agreement for all purposes. Any Statement of Work will contain the information listed in and will be substantially in the form of Exhibit A attached hereto. The parties hereby further agree that the parties may execute multiple Orders and Statements of Work under this Agreement. In the event of any conflict between the terms of the Statement of Work and those of this Agreement, the terms of the Statement of Work will prevail.

2. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue until each Order expires or is terminated. MSP may: (a) terminate a specific Order if Customer fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from MSP of non-payment; and/or (b) terminate this Agreement or an Order if Customer commits any other material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from MSP. Upon any termination of the right to use a Product, Customer will immediately uninstall (if the Product is software) and cease to use the terminated Product and, upon MSP's written request, immediately return such Product to MSP, together with all related documentation, and copies thereof. Upon written request of MSP, Customer will promptly certify in writing to MSP that all copies of the Product have been returned, and that any copies not returned have been destroyed. If an Order for Services is terminated, Customer will promptly pay MSP for Services rendered, and expenses incurred through the termination date. MSP may terminate any license granted for a Deliverable (as defined below) if (i) Customer does not pay MSP for that Deliverable in accordance with this Agreement, or (ii) if Customer materially breaches any part of Section 4 of this Agreement.

3. PAYMENT AND DELIVERY. Customer will pay MSP all fees due upon receipt of an invoice specifying the amounts due ("**Fees**"). All Fees payable under this Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which Customer will pay (excluding taxes based upon the net income of MSP). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) per month from the date due until paid in full. Customer shall pay all expenses,

including actual attorneys' fees, incurred by MSP or its representatives in enforcing its rights under this Agreement, provided that MSP is successful on the merits. Customer's obligation to pay undisputed amounts due for Services and MSP's right to all such amounts are absolute and unconditional. Customer is not entitled to setoff of such amounts. All Product is FOB shipping point. All Fees will be detailed in an Order. Unless otherwise stated in a Statement of Work, Customer agrees to pay or reimburse MSP for all actual, necessary, and reasonable expenses incurred by MSP in performance of such Statement of Work, which are capable of verification by receipt. MSP will submit invoices to Customer for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Statement of Work.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1. Proprietary Rights. MSP, or its Affiliates or licensors, retains all right, title and interest in any and all intellectual property, informational, industrial property and moral rights in the Product, and copies thereof. MSP neither grants nor otherwise transfers any rights of ownership in the Product to Customer. The Product is protected by applicable copyright and trade secrets laws, and other forms of intellectual property, informational and industrial property protection.

4.2. Product. Customer may only use and disclose Product in accordance with the terms of this Agreement and applicable Order. MSP reserves all rights in and to the Product not expressly granted in this Agreement. Customer may not disassemble or reverse engineer any software Product, or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation, or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without MSP's prior written approval. Except as expressly authorized in this Agreement or an Order, Customer may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

4.3. Services Deliverables licensed under this Agreement.

(a) License. Subject to the terms of this Agreement, MSP grants Customer a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other deliverables provided as part of the Services ("**Deliverables**") solely for its own internal use.

(b) Pre-Existing License Agreements. Any software product provided to Customer by MSP as a reseller for a third party, which is licensed to Customer

under a separate software license agreement with such third party (such agreement, an “SLA”), will continue to be governed by the SLA. The fulfillment of the Services will not relieve or alter the obligations or responsibilities of either party or of any third party in regards to the software product licensed under the SLA.

(c) **Ownership.** MSP owns all right, title and interest in the Deliverables, *including* all intellectual property rights embodied therein. Nothing in this Agreement is intended to or will have the effect of vesting in or transferring to Customer rights in MSP’s or its affiliates’ or its or their suppliers’ software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form in the course of performance of the Services, whether solely by MSP or jointly with Customer.

4.4 Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the “Discloser”), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the “Recipient”).

(a) **Definition.** The term “**Confidential Information**” means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) the Product; and (iii) the terms of this Agreement. Confidential Information does not include information that Recipient can show: (A) was rightfully in Recipient’s possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient.

(b) **Disclosure Restrictions.** Recipient may not disclose Confidential Information of Discloser to any third party without the prior written consent of Discloser.

(c) **Proprietary Legends.** Recipient may not remove, obscure, or alter any proprietary legend relating to the Discloser’s rights on or from any form of Confidential Information of the Discloser, without the prior written consent of the Discloser, except as expressly authorized in an Order.

5. ALLOCATION OF RISK

5.1. Disclaimer of Damages. EXCEPT FOR VIOLATIONS OF SECTION 4, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE LIABLE TO THE OTHER PARTY, OR ITS AFFILIATES OR LICENSORS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCT (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST COMPUTER USAGE, AND DAMAGE OR LOSS OF USE OF DATA), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE NEGLIGENCE OF EITHER

PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW.

5.2. Limitation of Liability. EXCEPT FOR VIOLATIONS OF SECTION 4, MSP’S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE PRODUCT.

5.3. Injunctive Relief. Both parties acknowledge that their violation of Section 4 may cause the other party immediate and irreparable harm. In the event of such breach, the breaching party agrees that the other party may seek, in addition to any and all other remedies available at law, an injunction, specific performance or other appropriate relief.

6. SERVICES-SPECIFIC TERMS.

6.1. All Necessary Rights. If, as part of MSP’s performance of Services, MSP is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Customer, then prior to MSP’s performance of such Services, Customer will acquire all rights necessary for MSP to perform such Services.

6.2. Limited Warranty. MSP warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the software services industry for a period of ninety (90) days from completion of the Services under the applicable Statement of Work. Customer’s exclusive remedy and MSP’s entire liability under this warranty will be for MSP to re-perform any non-conforming portion of the Services within a reasonable period of time, or if MSP cannot remedy the breach during such time period then refund the portion of the fee attributable to such non-conforming portion of the Services. This warranty will not apply to the extent Customer, its contractors or agents have modified any Deliverable, unless otherwise authorized by MSP in writing. THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3. Intellectual Property Indemnity

(a) **Infringement Claims.** If a third party asserts a claim against Customer asserting that the Deliverables and/or MSP’s performance of the Services in accordance with the terms of this Agreement violates a patent, trade secret or copyright (an “**Intellectual Property Right**”) owned by that third party (“**Infringement Claim**”), then MSP will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer, but only if Customer promptly notifies MSP of any Infringement Claim, MSP retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Customer provides all reasonable assistance requested by MSP. MSP will not be liable for any expenses or settlements incurred by Customer without MSP’s prior written consent.

(b) **Remedies.** If an injunction or order is obtained against MSP performing the Services for Customer and/or Customer using the Deliverables by

reason of the allegations of infringement, or if in MSP's opinion the Services and/or Deliverables may violate a third party's proprietary rights, then MSP will, at its expense: (a) procure for Customer the right to continue to receive the Services and/or use the Deliverables; (b) modify or replace the Services and/or Deliverables with a compatible, functionally equivalent substitute; or (c) if neither (a) nor (b) are commercially practical, terminate this Agreement and release Customer from its obligation to make future payments for the Services and/or Deliverables. Sections 5.1 and 5.2 contain Customer's exclusive remedies and MSP's sole liability for claims of infringement.

6.4. Insurance. MSP will provide and maintain during its rendition of the Services, but only for losses arising out of MSP's work for Customer: (a) Worker's Compensation and related insurance as prescribed by the law of the state applicable to the employees performing such Services; (b) employer's liability insurance with limits of at least one million dollars (\$1,000,000) for each occurrence; (c) comprehensive/commercial general liability insurance including products liability with one million dollars (\$1,000,000) per occurrence combined single limit and two million dollars (\$2,000,000) general aggregate, including coverage for the use of subcontractors, products liability and completed operations, and not containing an exclusion for explosion, collapse and underground coverage; (d) comprehensive motor vehicle liability insurance, including coverage for owned, hired, leased, rented and non-owned vehicles of at least one million dollars (\$1,000,000) for combined single limit for bodily injury, including death, and/or property damage; and (e) professional liability insurance covering the effects of errors and omissions in the performance of professional duties in the amount of one million dollars (\$1,000,000) for each occurrence and in the aggregate associated with Services.

6.5. Independent Contractor. Nothing in this Agreement will be construed to make either party an employer, employee, agent or partner of the other, and this Agreement will not be construed to create rights, express or implied, on behalf of or for the use of any party other than MSP and Customer. All of the Services performed by MSP will be performed as an independent contractor. MSP will perform such Services under the general direction of Customer, but MSP will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this Agreement and applicable Statement of Work. Neither party will have any authority to make any contract in the name of or otherwise to bind the other party. MSP will be responsible for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to MSP and MSP's employees.

6.6. Mutual Non-Solicitation. During the term of this Agreement, and for a period of six (6) months thereafter, neither party will solicit for employment any employees of the other party or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee

responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. The parties acknowledge and agree that a breach of this "Non-Solicitation" clause will not give rise to a right of termination of this Agreement; the party not in breach will only have the right to seek and recover direct damages from the breaching party.

6.7. Mutual Indemnity. Each party will indemnify, defend and hold harmless the other party from all claims, liabilities or expenses for physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the gross negligence or willful misconduct of the indemnifying party's employees or contractors arising out of this Agreement and while at the Customers premises. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand or action, and cooperating with the indemnifying party in the defense or settlement of any such claim, demand or action.

7. COLORADO STUDENT DATA AND TRANSPARENCY ACT COMPLIANCE

7.1 This Agreement shall at all times be in compliance with laws relating to Colorado student data privacy including the legal requirements of §22-16-101, C.R.S., et. seq., which require, without limitation, all of the following:

(a) The provisions of this Section shall apply to MSP, as well as any subcontractor or sub-subcontractor of MSP.

(b) Student personally identifiable information ("SPII") is hereby defined for purposes of this Agreement as any information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by MSP.

(c) MSP will provide information that is understandable to a layperson explaining the data elements of SPII it will collect in connection with this Agreement, the learning purpose for collecting that data, and how MSP will use and share that data. The information must include all SPII that MSP collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. MSP shall provide the information in a format that is easily accessible through a website, and the Customer will post this information on its website. MSP shall update the information as necessary to maintain accuracy.

(d) MSP must not collect, use, or share SPII for any purpose not authorized under this Agreement without proper consent from the student or student's parent.

(e) MSP will provide clear notice to the Customer before making material changes to its privacy policy for services provided under this Agreement.

(f) MSP must provide the Customer with the ability to correct any factually inaccurate SPII collected under this Agreement.

(g) MSP must notify the Customer as soon as possible upon discovering misuse of SPII, any data breach that could reasonably result in SPII being compromised, or any unauthorized release of SPII maintained by MSP, any of its subcontractors or sub-subcontractors, or any of its

employees or agents, without regard to its cause or whether or not it constitutes a breach of this Agreement.

(h) MSP agrees that it will not sell any of the SPII collected under this Agreement, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of MSP, or any assets of MSP, by another entity, so long as the successor entity continues to be subject to the provisions of this Agreement with respect to SPII that MSP acquired while subject to the provisions of this Agreement.

(i) MSP agrees not to use, sell, or share any SPII collected under this Agreement for targeted advertising, as defined in §22-16-103, C.R.S., to students whose SPII is being collected.

(j) MSP agrees that it will not use SPII collected under this Agreement to create any personal profile of a student, other than in furtherance of purposes authorized under this Agreement, unless it is done with proper consent from the student or student's parent whose SPII is being used to create the profile.

(k) Notwithstanding any provisions of this section to the contrary, MSP may use or disclose SPII to ensure legal or regulatory compliance or to take precautions against liability; respond to or participate in the judicial process; protect the safety of users or others on MSP's website, online service, online application, or mobile application; or investigate a matter related to public safety. If MSP uses or discloses SPII as allowed in this subsection (k) MSP must notify the Customer as soon as possible after the use or disclosure of the information.

(l) MSP shall at all times, while this Agreement is in effect, maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of SPII. The information security program must make use of appropriate administrative, technological, and physical safeguards.

(m) "Destroy" or "Destruction" is hereby defined as removing SPII so that it is permanently irretrievable in the normal course of business.

(n) During the term of this Agreement, if the Customer requests destruction of any SPII collected, generated, or inferred as a result of the contract, MSP shall destroy, as defined in §22-16-103, C.R.S., the information as soon as practicable after the date of the request unless:

(i) MSP obtains the consent of the student or the student's parent to retain the student's SPII; or

(ii) The student has transferred to another public education entity and the receiving public education entity has requested that MSP retain the student's SPII.

(o) Following the termination or conclusion of this Agreement, MSP shall destroy all SPII collected, generated, or inferred as a result of the Agreement as soon as the information is no longer needed for the purpose of this Agreement. MSP shall notify the Customer of the date upon which all of the SPII is destroyed.

7.2 This Agreement shall at all times be subject to relevant student data privacy policies adopted by the Customer. Notification of changes to any of the Customer's relevant student data privacy policies will be provided to MSP. If MSP commits a material breach of this section of the Agreement or any of the Customer's policies related to student data privacy, the Customer shall have

the right to terminate this Agreement immediately after completion of the hearing described in Section 7.3.

7.3 The Customer's Board of Education will, within a reasonable time after it knows of the existence of the material breach, hold a public hearing that includes discussion of the nature of the material breach, an opportunity for MSP to respond concerning the material breach, public testimony, and a decision as to whether to terminate or continue the Agreement.

7.4 Notwithstanding any provision of this Section to the contrary, this Section does not prohibit the use of SPII to:

- (a)** Provide adaptive learning or design personalized or customized education;
- (b)** Maintain, develop, support, improve, or diagnose MSP's website, online service, online application, or mobile application;
- (c)** Provide recommendations for school, educational, or employment purposes within the services contemplated in this Agreement, so long as the response is not determined in whole or in part by payment or other consideration from a third party;
- (d)** Respond to a student's request for information or for feedback so long as the information or response is not determined in whole or in part by payment or other consideration from a third party;
- (e)** Identify for the student, only with the written consent of the student or the student's parent, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, regardless of whether the identified institutions of higher education or scholarship providers provide consideration to MSP;
- (f)** Produce and distribute, free or for consideration, student class photos and yearbooks only to the public education entity, students, parents, or individuals authorized by parents; or
- (g)** Provide for the student, only with the express written consent of the student or the student's parent given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether MSP receives consideration from one or more third parties in exchange for the SPII. This exception applies only if this Agreement is for assessment services to provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

7.5 Notwithstanding any provision of this Section to the contrary, this Section does not impose any duty that will:

- (a)** Trigger requirements of an interactive computer service, as defined in 47 U.S.C. sec. 230, to review or enforce compliance with this article by school service contract providers or school service on-demand providers;
- (b)** Impede the ability of a student to download, export, or otherwise save or maintain his or her own SPII or documents;
- (c)** Limit internet service providers from providing internet connectivity to public schools or to students and their families;
- (d)** Prohibit MSP from marketing educational products directly to parents so long as the marketing does

not result from the use of SP11 obtained by MSP as a result of providing services under this Agreement; or

- (e) Prohibit an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this article on that software or those applications.

8. MISCELLANEOUS/OTHER PROVISIONS.

8.1. Severability. Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in effect. In the event of a dispute, the prevailing party in any litigation or arbitration will be entitled to recover its attorneys' fees and cost incurred from the other party.

8.2. Notices. Unless otherwise provided, notices to either party will be in writing to the address indicated above, or as later amended, and deemed effective when received.

8.3. Verification. Upon MSP's written request, Customer will provide MSP with a certification signed by an officer of Customer verifying that Product is being used pursuant to the terms of this Agreement, including without limitation the licensed capacity of the Product. MSP may, at its expense, audit Customer's use of Product to confirm Customer's compliance with this Agreement. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid Fees to MSP, Customer will pay such underpaid Fees. If the underpaid Fees exceed five percent (5%) of the Fees paid, then Customer will also pay MSP's reasonable costs of conducting the audit.

8.4. Assignment. Customer may not assign this Agreement or any rights granted in this Agreement to any third party, except with the prior written consent of MSP.

8.5. No Waivers. Failure of a party to require performance by the other party under this Agreement will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach.

8.6. Force Majeure. Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement. This provision does not apply to the payment of monies or any breach of Section 4.

8.7. Independent Contractors. The parties are independent contractors of each other, and no partnership or joint venture is intended or created by this Agreement.

8.8. Entire Agreement. This Agreement, together with each Statement of Work and Order, constitutes the

entire agreement between Customer and MSP, and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. This Agreement, and each Statement of Work and Order, may be modified only in a mutually signed writing between Customer and MSP. In the event of a conflict between this Agreement, any Statement of Work or an Order, the terms of the Order will control, followed by the terms of the applicable Statement of Work and then this Agreement.

8.9. Export Controls. Customer will cooperate with MSP as reasonably necessary to permit MSP to comply with the laws and regulations of the United States and all other relevant countries, relating to the control of exports ("Export Laws"). Customer may not import, nor export or re-export directly or indirectly, including via remote access, any part of the Product into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws, without first obtaining such a validated license.

8.10. Referencing. Customer agrees that MSP and its Affiliates may refer to Customer as a customer of MSP, both internally and in externally published media. Customer also agrees to instruct appropriate personnel within its organization that Customer has agreed to receive and participate in calls, from time to time, with potential customers of MSP who wish to evaluate the technical specifications of Product.

8.11. Dispute Resolution and Governing Law. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PRODUCT AND/OR THIS AGREEMENT WILL BE SUBJECT TO ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. THE AWARD AND ANY FINDINGS OF THE ARBITRATOR MUST BE FILED WITHIN THIRTY (30) DAYS OF THE FINAL ARBITRATION HEARING. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S ABILITY TO SEEK INJUNCTIVE RELIEF IN ANY COURT. THE PARTIES WILL ARBITRATE DISPUTES IN CONFIDENCE. THIS AGREEMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF COLORADO. THE CHOICE OF LAW RULES OF ANY JURISDICTION AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY.

8.12. Survival. Sections 2, 4, 5, 6 and 7 will survive the termination or expiration of this Agreement. The prevailing party in any litigation or arbitration proceeding is entitled to recover, from the other party, its reasonable attorneys' fees and necessary costs incurred in such proceeding.

This Agreement is effective only upon execution by MSP and Customer. Each party hereto warrants and represents that this Agreement constitutes the legal, valid and binding obligation of such party as of the Effective Date.

Signature: Blake G Schwank

Name: Blake Schwank

Title: CEO

Date: 08/1/17

Signature: _____

Name: _____

Title: _____

Date: _____

STATEMENT OF WORK (SOW)

STATEMENT OF WORK No. CDB 080113

This Statement of Work ("**SOW No. CDB 080113**") dated August 1, 2017 ("**SOW Effective Date**") supplements the Master Customer Agreement effective as of August 1, 2017 (the "**Agreement**") by and between Colorado Computer Support ("**MSP**") and Colorado Digital Boces ("**Customer**"). This SOW No. CDB 080113 consists of the terms below, the signature page, the proposal, and any unique attachments, which are all incorporated into the Agreement by this reference and are made a part of the Agreement by all intents and purposes.

Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the Agreement.

1. Services Description.

- a. The Service is designed to provide pro-active support services that anticipate and prevent IT problems before they occur. The Service is built upon the successful installation and configuration of technologies that MSP's Helpdesk Team, Professional Services Team, and Network Operations Center (NOC) Team utilize to monitor and maintain critical technology systems.
- b. Complete, unlimited IT support for the following items:
 - i. Up to 5 employees and computers at the customer office and Falcon School District 49
 - ii. Support for board member connectivity and Google Apps
 - iii. Support of Google Apps for customer staff
 - iv. Management of all networking equipment at customer office

2. Service and Fee Schedule per proposal dated January 9, 2018

- a. Fees for **the Service** will be \$500.00 per month per signed proposal, and will be paid by the Customer on the 1st of each month. The Service will begin on August 1, 2017. The Service will be suspended if payment is not received within 5 days following date due. Refer to proposal for services included. Additional Services may be added by Customer by signing a MSP eQuote and SOW outlining additional services.

3. Terms of Service

- a. The term of the Service will be six months from the date of signature, after which this agreement will renew on a semi-annual basis unless notification sent in writing by either party is received 60 days before end of term. Cancellation after this 60 warranty period will result in Customer paying MSP for remaining balance of the Agreement.

Colorado Computer Support

Signature: Blake G Schwank

Name: Blake Schwank

Title: CEO
Date: 08/1/17

Colorado Digital Boces

Signature: _____

Name : _____

Title: _____

Date: _____