



MASTER SERVICES AGREEMENT

SERVICE PROVIDER:

Elevation Solutions, Inc.
2591 Dallas Parkway, Suite 300
Frisco, TX 75034
720.446.6033

CLIENT:

Reach Cyber Charter School
750 E Park Dr #204,
Harrisburg, PA 17111
(866) 732-2416

This Master Services Agreement (including all exhibits attached hereto, this "Agreement"), dated as of the last date on which this cover sheet is signed below (the "Effective Date"), is made by and between Elevation Solutions, Inc. ("Elevation Solutions" or "Service Provider"), and Reach Cyber Charter School ("Client"), for the services further described in the Statement(s) of Work attached hereto as Exhibit B (as may be amended, revised or added by the Parties) (collectively, the "Services"). Each of Elevation Solutions and Client may be referred to herein individually as a "Party" or collectively as "Parties". Capitalized terms appearing in this cover sheet or Exhibit B, but not otherwise defined herein or therein, will have the meanings specified in the Standard Business Terms attached hereto as Exhibit A.

By signing this Agreement below, the Parties agree to be bound by and comply with the following:

THIS COVER SHEET**EXHIBIT A - STANDARD BUSINESS TERMS****EXHIBIT B - STATEMENT(S) OF WORK**

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by e-mail transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by e-mail or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

Authority. The person signing this Agreement represents and warrants that he or she has authority to enter into this Agreement on behalf of his or her organization and bind such organization to the terms of this Agreement.

No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns. No provision of this Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever.



IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

ELEVATION SOLUTIONS, INC.

REACH CYBER CHARTER SCHOOL

By: _____

By: _____

Name: _____

Name: _____

Title _____

Title: _____

Date Signed: _____

Date Signed: _____



EXHIBIT A - STANDARD BUSINESS TERMS

These Standard Business Terms ("**Terms**") shall govern the Services provided by Elevation Solutions, as set forth in the Statement(s) of Work ("**SOW**") attached and incorporated into the Master Services Agreement ("**Agreement**") executed by Client and Elevation Solutions to which these Terms are attached. These Terms, together with the Agreement (and all exhibits), constitute the entire understanding and agreement between Client and Elevation Solutions with respect to the Services described in the SOW(s), supersede all prior oral and written communications, and may be amended, or changed (including changes in scope or nature of the Services or fees, only in writing when approved by both parties. If there is a conflict between these Terms and the terms of any SOW, these Terms shall govern.

Section 1: Fees, Rates & Terms

For all Services performed under a SOW, approved expenses incurred related to the Agreement, or other request for Services that references the Agreement, Client shall pay Elevation Solutions according to the fees, rates and payment terms set forth in each SOW, subject to Section 2 below.

Section 2: Invoices and Payments

For all Services, fees, expenses, amounts owed and reimbursements described in the Agreement, including any SOW, Elevation Solutions shall prepare and submit invoices to Client and Client will pay Elevation Solutions' invoices based on the schedule in the SOW. In the event payment is not made within such period, Elevation Solutions, at its option, may charge interest on all sums owing after such due date at a rate equal to the lesser of 1.5% per month or the highest lawful rate. If Client in good faith disputes any portion of any invoice, Client shall submit full payment to Elevation Solutions of the undisputed portion of the invoice and written documentation identifying and supporting the dispute. Each party will maintain complete and accurate records relating to any amounts invoiced or paid in connection with the Services provided under the Agreement.

Section 3: Expenses

Unless otherwise identified in an attached SOW, Client shall reimburse Elevation Solutions for all expenses associated with travel related to the Services identified in the SOW, including but not limited to airfare, lodging, ground transportation, rental car, rental car fuel, and baggage fees. Daily reimbursement for meals and lodging while traveling for the Services identified in this SOW shall be invoiced at the published IRS rates for the city of the Client site being visited at the time of travel. Mileage for Elevation Solutions' staff members based farther than 50 miles from onsite meeting location(s) shall be invoiced at the published IRS mileage rates at the time of travel. Air travel for Elevation Solutions' staff members shall be invoiced as billable time at four (4) hour per flight at the project rate identified in the SOW.

Section 4: Confidentiality

With respect to information supplied in connection with this Agreement and designated by the disclosing party as confidential, the recipient agrees to: (i) protect the Confidential Information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (i) publicly known, (ii) already known to the recipient; (iii) disclosed to a third party without restriction; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. Subject to the foregoing, Elevation Solutions may disclose Client's Confidential Information to its subcontractors and affiliates.

As used herein, "**Confidential Information**" means, any and all information, regardless of whether it is in tangible form, disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") that is either (a) marked as confidential or proprietary, (b) identified in writing as confidential or proprietary within thirty (30) days of disclosure, or (c) would be reasonably understood by the Receiving Party as the Disclosing Party's Confidential Information at the time of disclosure; provided however, that, software, trade secrets, databases, designs and techniques, engine protocols, models, displays and manuals shall be deemed Confidential Information, regardless of whether such information was disclosed intentionally or unintentionally or marked as confidential or proprietary. Information shall not be deemed Confidential Information if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the

Disclosing Party known to the Receiving Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party known to the Receiving Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information. The Receiving Party shall use reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use or reproduction of the Disclosing Party's Confidential Information. The Receiving Party shall not use any part of the Disclosing Party's Confidential Information except in performing its obligations or exercising its rights under this Agreement. Confidential Information of the Disclosing Party may be disclosed by the Receiving Party only to: (A) such employees and agents of the Receiving Party as may have a need to know such information in the course of their duties; and (B) legal or financial advisors or potential acquirers or financing sources of the Receiving Party on a need to know basis, provided, that, in each case, such recipients are bound by professional ethical duties or confidentiality obligations at least as restrictive as those set forth herein. Confidential Information of the Disclosing Party may also be disclosed by the Receiving Party if required by law or valid order of a court or other governmental authority (provided that the Receiving Party delivers reasonable written notice to the Disclosing Party and uses commercially reasonable efforts to cooperate with Disclosing Party's attempt to obtain a protective order). Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return to Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party. Notwithstanding the foregoing, a Receiving Party that has received a written request to return or destroy Confidential Information may retain a copy of such Confidential Information as required to satisfy legal, regulatory and/or compliance obligations, provided that any such retained Confidential Information shall remain subject to the terms of this Agreement.

Section 5: Deliverables

Client may, solely for its internal business purposes, use, copy, distribute internally, and modify the deliverables described under Elevation Solutions Scope & Deliverables in the SOW (the "**Deliverables**"). Client shall not, without Elevation Solutions' prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Elevation Solutions shall retain all rights, title and interest in and to all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Elevation Solutions may develop or supply in connection with this Agreement ("**Elevation Solutions Knowledge**"). Subject to the confidentiality restrictions contained in Section 4, Elevation Solutions may use the Deliverables and the Elevation Solutions Knowledge for any purposes.

Section 6: Assumptions

- A. The Deliverables are based upon the commercially available functionality of Salesforce.com and any other applications included in this project as of the Effective Date. Elevation Solutions is not responsible for changes made by any software vendor that in any way impacts the Statement(s) of Work or limits the ability of Elevation Solutions to perform the Services. Elevation Solutions will do its best to provide workarounds or alternative solutions with minimal financial or timeline impact to Client.
- B. The scope of the Services as set forth in the Statement(s) of Work is based upon known information as of the Effective Date. Further discovery and requirements gathering occurs once each project is launched, which may reveal a different level of complexity or undiscovered scope that may change the cost, time, or scope of the overall project.
- C. Any software application pricing provided to Client by Elevation Solutions is a reference based on published list prices by application vendors and may not accurately reflect the final purchase price. Elevation Solutions does not guarantee any application pricing and is not responsible for any application costs for Client's solution.
- D. Elevation Solutions is not responsible for Client's hardware, mobile devices, operating systems, software applications, or network.

Section 7: Client Responsibilities

For All Projects:

- A. Client shall include all required stakeholders in meetings whenever necessary or appropriate.
- B. Client shall make available any and all personnel and other resources necessary to keep the project on schedule as per the Project Schedule referenced in the SOW.
- C. Client shall notify Elevation Solutions at least 24 hours in advance if a meeting requires rescheduling.
- D. Upon request from Elevation Solutions, Client shall provide materials including but not limited to forms, data

samples, current system access, images and graphics, content, user lists, process flow diagrams, org charts, and document templates to the Elevation Solutions in the format requested.

- E. Client shall provide proper facilities for hosting onsite sessions, including Journey Building, discovery, and training sessions, and shall provide access to a projector or monitor for Elevation Solutions to display required presentations and materials.
- F. Client representative shall complete the Salesforce Customer Satisfaction (CSAT) Survey within 7 days of receiving it via email from the following email address: partnerprogram@salesforce.com. CSAT will be triggered upon successful completion of project.

For Implementation Projects:

- A. Client shall be responsible for collecting formal quotes from all software vendors and negotiating pricing. Elevation Solutions shall assist Client with this process upon request.
- B. Client shall provide adequate and timely decisions, testing activities, feedback, and sign-off on questions, user stories, and functionality and features built by Elevation Solutions.
- C. Client shall obtain AppExchange and 3rd party application trials or paid licenses upon request from Elevation Solutions.
- D. Client shall provide Elevation Solutions, at its own expense, a unique login (must not be shared) to its Salesforce CRM environment and provide a login (does not have to be unique) to any AppExchange or 3rd party applications.
- E. For data migration activities, Client shall be responsible for providing previously de-duplicated legacy data unless de-duplication services are in scope in the SOW.
- F. For integration activities, Client shall be responsible for providing to the Elevation Solutions a copy of the database being integrated or a sufficient form of remote access to the test environment of the database.
- G. Regarding data migration and integration, Client shall be responsible for contributing necessary personnel with expertise in the systems to be integrated and/or migrated.

Section 8: Deliverables Acceptance

Upon completion of the Deliverables, Elevation Solutions shall provide to Client a formal project sign-off request and Client shall have ten (10) business days to approve. If, during such 10 day period, Client provides Elevation Solutions with email documentation of any discrepancy in the Deliverables from the Services specified in the SOW, Elevation Solutions shall reasonably address and notify Client upon completion. Upon Client's receipt of such notice of completion, Client shall have ten (10) business days to confirm satisfactory completion via email. If Client does not communicate any deficiencies to Elevation Solutions and/or does not provide signature on the sign-off document in the allotted time window, the Deliverables shall be deemed accepted by Client and the SOW complete.

Section 9: Changes

Changes to any SOW governed by the Agreement that equal 20% or more of the total amount of the SOW shall be subject to an electronic written change order that must be approved via email by the Client's party responsible for acceptance of the change order. Changes equaling less than 20% or more of the total amount of this SOW shall not require approval. Change orders may result in one or more of the following: modification of the deliverables, additional fees, modification to fee schedule, extension of project schedule. Elevation Solutions will make every effort to deliver the Services within the estimated investment provided in the SOW, however additions to scope, unforeseen complexities, or Client delays can result in changes. Elevation Solutions will communicate any changes due to unforeseen complexity in a timely manner as soon as they are identified.

Section 10: Termination

The Agreement (and any SOWs governed by the Agreement) may be terminated by the Client at any time upon thirty (30) days written notice to Elevation Solutions, or by either party upon written notice in the event the other party fails to comply with the terms of the Agreement, and the failure continues for a period of thirty (30) days following receipt of written notice specifying the failure. Should Client terminate a SOW due to no fault of Elevation Solutions, Client shall promptly pay the hourly rate associated with all Services performed on or before the date of termination as specified in the applicable SOW(s).

Section 11: Warranty

- A. Elevation Solutions warrants that the Services shall be performed with reasonable care in a diligent and competent manner.
- B. Elevation Solutions does not warrant and is not responsible for any third party products, devices, or applications. Client's sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against Elevation Solutions.
- C. THIS SECTION IS ELEVATION SOLUTIONS' ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

Section 12: Risk Allocation

- A. Neither Elevation Solutions or Client, or any of their officers, directors, affiliates, employees or agents shall in any event be liable for any special, indirect, incidental, consequential, punitive, exemplary or any other damages regardless of kind or type (whether in contract, tort (including negligence), or otherwise), including but not limited to loss of profits, business interruption, personal injury, property damage, loss of business profits, loss of business information, data, or goodwill, regardless of whether a party knew or should have known of the possibility of such damages. Except for liability arising from (i) Elevation Solutions' indemnification obligations set forth below in this section, (ii) a breach of a party's confidentiality obligations under Section 3, (iii) a breach of Elevation Solutions' obligations, and (iv) a party's gross negligence or willful misconduct. Under no circumstances shall either party's total cumulative liability to the other for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) relating in any way to this agreement exceed the amounts paid and/or properly payable by Client to Elevation Solutions under this agreement.
- B. As Elevation Solutions is performing the Services solely for the benefit of Client, Client will indemnify Elevation Solutions, its principals and personnel against all costs, fees, expenses, damages and liabilities (including defense costs) relating to or arising as a result of Services, Client's use of the Deliverables, or the Agreement.
- C. Elevation Solutions will indemnify Client against any damage or expense relating to bodily injury or death of any person or damages to real and /or tangible personal property incurred while Elevation Solutions is performing the Services and to the extent caused by the negligent or willful acts or omissions of Elevation Solutions' personnel or agents in performing the Services.
- D. The provisions of this Section 12 are intended to apply in all circumstances, regardless of the grounds or nature of any claims asserted (including contract, statute, any form of negligence, whether of Client, or others, tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of damage or loss asserted, to the extent not contrary to applicable law.
- E. Any action against Elevation Solutions must be brought within eighteen (18) months after the cause of action arises.

Section 13: Dispute Resolution

- A. Elevation Solutions and Client agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation between the parties. Each party shall make available an appropriate person or persons with the authority to resolve the disputed issue, either in person or teleconference, within ten (10) business days of a request from the other party.
- B. If the disputed issue is not resolved within thirty (30) days of the date the disputing party first notified the other party, the disputing party may then submit the disputed issue to mediation. The parties agree to mediation prior to commencing to litigation. Unless otherwise agreed to by the parties, the mediation shall be governed by the following:
 - a. A party desiring mediation shall provide written notice to the other party requesting mediation, and the notice shall provide a description of the disputed issue, the name of the person with authority to attend the mediation, and any supporting documentation supporting the disputing party's position;

- b. Mediation shall take place in a location mutually agreed upon by the parties;
- c. Appropriate representatives of both parties who have the authority to resolve the disputed issues shall be present for the mediation;
- d. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation.
- e. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.
- f. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
- g. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- h. Each party shall assume and pay its own costs and fees incurred in for mediation. Notwithstanding the foregoing, the parties agree to share equally the cost for the mediator;
- i. After a party provides its written request for mediation to the other party, the mediation shall be scheduled as soon as practical thereafter, but in no event later than sixty (60) days from the date of the written request unless otherwise mutually agreed by the parties; and
- j. In the event the mediation is not successful and no resolution of the dispute is reached by the parties, then either party shall be entitled to file suit in an appropriate court.
- k. Any action against either Party must be brought within eighteen (18) months after the cause of action arises.

Section 14: Personnel

- A. While Elevation Solutions shall attempt to comply with Client's request for specific individuals, Elevation Solutions shall be responsible for assignment and re-assigning its personnel, as appropriate, to perform the Services.
- B. During the term of this Agreement, and for a period of twelve (12) months following the expiration or termination thereof, neither party will solicit directly or indirectly for hire as an employee or contractor any of the other party's employees, or contractors or agents who have had direct involvement in providing the Services under this Agreement, without the other party's express written consent.

Section 15: General

- A. Neither party shall use the other party's name without the prior consent of the named party.
- B. This Agreement may not be assigned or otherwise transferred without prior express written consent of the other party.
- C. All notices or other communications provided for or permitted to be given pursuant to the Agreement shall be in writing and shall be deemed to have been duly given or made (a) upon delivery if delivered personally (by courier service which tracks deliveries or otherwise), (b) upon delivery if sent by email before 5:00 p.m. (local time of the recipient) on a business day, or, if not, then on the next business day and all legal process with regard hereto shall be validly served when served in accordance with applicable law, in each case to the applicable addresses set forth below (or such other address as the recipient may specify in accordance with this Section). Either Party may change its address by giving notice in writing of the new address to the other Party.
- D. No term of the Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- E. If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

- F. This Agreement does not make either party an agent or legal representative of the other party, and does not create a partnership or joint venture. Both parties are independent contractors and principals for their own accounts.
- G. Except for matters related to confidentiality or intellectual property rights, the parties shall first attempt to resolve any dispute or alleged breach internally by escalating it through management and, prior to pursuing litigation, shall use a mutually acceptable alternative dispute resolution process.
- H. Sections 3 through 14 of these Terms shall survive the expiration or termination of this Agreement.
- I. Client shall comply with all applicable laws and regulations, including, but not limited to, those laws and regulations governing its use of the Services and its provision of the Client Data to Elevation Solutions. Elevation Solutions shall comply with applicable laws and regulations in its performance of this Agreement and the provision of the Services.
- J. Neither party shall be liable for delays or failures in performance due to circumstances beyond its reasonable control. Neither Party shall be liable for damage due to any cause beyond its control, including, without limitation, acts of civil or military authority, labor disputes (except arising from a Party's own workforce), failure or delay of suppliers or systems, including general and widespread communications and power systems disruptions, fire, sabotage, war, embargo or acts or omissions of the other Party caused by any of such events ("Force Majeure Event"), provided that the affected Party has taken reasonable precautions, including, where appropriate, the installation, maintenance and operation of suitable back-up systems, consistent with industry standards in order to guard against the event causing such delay. Upon the occurrence of a Force Majeure Event, the affected Party will promptly notify the other party of the Force Majeure Event, including an estimate of its expected duration and probable impact on the performance of the affected party's obligations under this Agreement. In addition, the affected Party will (i) exercise commercially reasonable efforts to mitigate damages to the other party and to overcome the Force Majeure Event and (ii) continue to perform its obligations under this Agreement to the extent it is able. If any failure or delay caused by a Force Majeure Event continues for thirty (30) days or longer, the Party unaffected by the event will have the right to terminate this Agreement without cost or liability upon notice to the affected Party and, if such unaffected Party is Client, to receive a refund of all pre-paid fees for any performance not yet delivered.

Acknowledged & Agreed: _____

Name: _____

Acknowledged Date: _____



INVOICING INFORMATION

Please complete the table below to provide Elevation Solutions with the person responsible for handling invoices and payments. *Please note that we do not issue paper invoices.* All invoices will be sent electronically and will be emailed to the person and email address listed in the table below. A copy of our W-9 will be sent along with your first invoice.

Should you require any additional information or documentation from Elevation Solutions for vendor approval purposes, please request these items from Elevation Solutions upon returning this document to ensure there is no delay in beginning your project.

Invoicing Contact First Name:	
Invoicing Contact Last Name:	
Invoicing Contact Phone Number:	
Invoicing Contact Email:	
Payment Method:	<input type="checkbox"/> ACH <input type="checkbox"/> Wire Transfer <input type="checkbox"/> Credit Card <input type="checkbox"/> Check