



Master Services Agreement

West Valley Technical Services

This Master Services Agreement (“MSA”) is between West Valley Technical Services, LLC (“WVTS”), an Idaho LLC, and North Star Charter School (“CLIENT”), located at 839 N. Linder Rd. Eagle, ID 83616 (collectively, CLIENT and WVTS are referred to as the “PARTIES”).

The PARTIES to this MSA anticipate that from time to time WVTS may be requested to perform certain services on an hourly or fixed fee basis, such as customization of hosting, configuring and/or installing new software, or responding to support requests not covered by any current SOW or other agreement between the parties. In order to cover such circumstances the PARTIES agree as follows:

1. This MSA shall go into effect as soon as both PARTIES have signed it and continue until terminated according to paragraph 13.
2. Each request for services will be performed only after CLIENT has signed both this MSA AGREEMENT and has signed the Statement of Work (“SOW”) authorizing such work and that SOW has been accepted by the signature of WVTS.
3. Each time the PARTIES agree that some new service is required that is not currently covered by an existing SOW, the PARTIES agree to complete and sign a separate SOW template (“TEMPLATE”). Said TEMPLATE, an exhibit of one is attached, shall include at a minimum, start and completion dates, description of each deliverable, and amount due or schedule of payments upon delivery of the deliverables. Additional provisions may be added to this TEMPLATE and unless added the default provisions of this MSA shall apply.
4. All SOWs and any Addendum to this MSA accepted by CLIENT are hereby incorporated by reference and together collectively constitute this MSA Agreement. Consequently, this MSA is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral.
5. Where no terms of payments are otherwise in the SOW, invoices shall be due as provided for in this MSA at WVTS' current hourly rates with materials or equipment provided to or necessary for performance of work paid for by CLIENT.
 - a. Payment shall be required within 30 days of invoice.
 - b. If payment is not received within 45 days of invoice, WVTS reserves the right to withhold service or suspend work on ongoing SOWs until paid.
 - i. Should WVTS suspend service such suspension will extend term of delivery dates for all current SOWs until such time as the payment is made.



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- ii. In addition, WVTS reserves the right to add 1% per month for any outstanding balances.
 - iii. If payment is not made within 60 days, WVTS may, at its discretion, and at CLIENT expense submit outstanding, past due invoices for collection in which case CLIENT shall be charged all reasonable collection costs including if required collection agency and attorney fees.
6. At WVTS discretion, failure of CLIENT to make timely payments may result in WVTS termination of any or all-outstanding SOWs. Unless provided for under the SOW, CLIENT shall provide all information and staff resources necessary for WVTS to provide the services and deliverables identified in the SOW such as but not limited to access to facilities, hardware, necessary passwords and orientation as reasonably requested by WVTS and/or its contractors. WVTS shall determine the individual(s) designated to provide the services.
7. Unless otherwise required WVTS may, at its option, provide services remotely.
8. CLIENT contact for coordinating activities, scheduling, reporting and notice shall be individual signing this MSA unless otherwise specified in SOW. WVTS contact person shall be individual signing this MSA unless otherwise specified in SOW. All coordination of activities and communications shall be through the respective individuals signing this MSA unless for a specific SOW the contact person(s) for either or both PARTIES is changed.
9. The parties agree that the indemnification obligations defined in this Section shall instead of and supersede any indemnification obligations that may otherwise exist by law.
 - a. CLIENT agrees to indemnify and hold harmless WVTS, WVTS's affiliates, and each of their respective officers, directors, attorneys, agents, and employees from and against any and all claims, requests for injunctive relief, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to any of the following: (i) actual or alleged use of the Services in violation of this MSA or any related SOW or policies incorporated by reference except for unauthorized use that results from WVTS's negligence or failure to perform its obligations under the Agreement, (ii) actual or alleged breach by CLIENT of its obligations to its customers or end users; and (iii) any dispute between persons who claim to have authority to act for CLIENT in connection with the control of CLIENT's account with WVTS.

b. The PARTIES agree to indemnify and hold harmless the other, the other party's affiliates, and each of its respective officers, directors, attorneys, agents, and employees from and against any and all claims, requests for injunctive relief, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged: (i) gross negligence, (ii) willful misconduct; and (iii) infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.

c. A party seeking indemnification shall provide prompt notice of its claim for indemnification to the indemnifying party; provided, however, that failure to give prompt notice shall not affect the indemnifying party's obligations under this Section unless and to the extent that the failure materially prejudices the defense of the matter. The indemnified party will have the right to select counsel to defend it in respect of any indemnified matter under this Section provided that the counsel selected is qualified to defend the indemnified matter in the reasonable judgment of the indemnified party. The indemnifying party shall reimburse the indemnified party for actual fees and expenses incurred by the indemnified party to defend an indemnified matter, including the reasonable fees and expenses of outside counsel retained by the indemnified party. The indemnified party will keep the indemnifying party informed of the status of any litigation or dispute resolution procedure, will give reasonable consideration to the suggestions and requests of the indemnifying party with respect to the conduct of the litigation or dispute resolution procedure, and will not settle any matter covered by this Section without the prior consent of the indemnifying party, which shall not be unreasonably withheld. Notwithstanding anything in this Section to the contrary, if WVTS is indemnifying multiple CLIENTS related to the subject matter of the indemnification, the indemnifying party shall have the right to seek consolidation of all such actions and to select counsel to defend the actions. Amounts due under this Section shall be paid as incurred and may be offset against other amounts due under the MSA.

10. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WVTS DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN THIS MSA INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SERVICES CHOSEN. ALL GOODS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, EXCEPT AS EXPRESSLY STATED IN SOME OTHER



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PART OF THE MSA OR IN THE SOW. WVTS FOR CUSTOMER'S DATA (IF REQUIRED) MUST BE DESCRIBED AND PRICED IN THE SOW .

11. The parties agree that the allocations of risk made in this MSA are reasonable and that they would not enter into the Agreement without these limitations on liability.

12. Limitations to liabilities.

a. CUSTOMER HEREBY RELEASES WVTS FROM ANY LIABILITY FOR LOSS OF DATA TO THE EXTENT THAT THE DATA HAS CHANGED SINCE THE TIME THAT WVTS WAS LAST REQUIRED BY THE AGREEMENT TO PERFORM A BACK UP.

b. NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES.

c. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, EXCEPT FOR WVTS'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER SUCH TERMS THAT ARE AGREED TO IN AN SOW, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF WVTS AND ANY OF ITS EMPLOYEES, AGENTS SUPPLIERS, OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED THE FEE PAID FOR THE SERVICES DESCRIBED IN THE SOW WHICH GAVE RISE TO THE CLAIM.

13. Termination of Agreement.

a. CLIENT may terminate this MSA prior to the expiration of the Initial Term or Renewal Term without liability (except for amounts due for Services through the effective date of termination) as follows if

i. WVTS fails in a material way to provide the deliverables under a current and incomplete SOW in accordance with the terms of the SOW provided that



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WVTS does not cure the failure within ten (10) days of CLIENT's written notice describing the failure in reasonable detail;

ii. WVTS materially violates any other provision of the Agreement and fails to cure the violation within thirty (30) days of CLIENT's written notice describing the violation in reasonable detail.

b. This MSA and any SOW performed under this MSA may be terminated by WVTS prior to the expiration of the Initial Term or Renewal Term, without liability as follows: (i) upon ten days written notice if CLIENT is overdue by more than [30] days on the payment of any amount due under the Agreement; or, (ii) CLIENT materially violates any other provision of the Agreement, including the SOW, and fails to cure the violation within thirty (30) days of a written notice from WVTS describing the violation in reasonable detail.

14. "Confidential Information" means all information disclosed by one party to the other, whether before or after the execution of the Agreement that the recipient should reasonably understand to be confidential including: (i) WVTS's unpublished prices and other terms of service, audit and security reports, server configuration designs, and other proprietary technology, (ii) for CLIENT, any content transmitted to or from, or stored by CLIENT on WVTS's servers, and (iii) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within thirty (30) day of disclosure; but excluding any information which is independently developed by a non-disclosing party as shown by such party's written business records, is or becomes generally available to the non-disclosing party or the public other than through violation of the Agreement.

a. Each party agrees not to use the other party's Confidential Information except in connection with the performance or use of the Services, or the exercise of its rights under this MSA, or to disclose the other's confidential information to any third party except as provided in subsection (d) below and to its service providers, agents and representatives who need to know the information to represent or advise it with respect to the subject matter of the MSA; and provided that such service providers, agents and representatives are bound by confidentiality restrictions at least as stringent as those stated in the Agreement.

b. WVTS will not include CLIENT's name in promotional materials, including press releases or on WVTS's Web site, without CLIENT's prior written consent.



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c. Notwithstanding anything to the contrary above, CLIENT agrees that WVTS may, without notice, (i) report to the appropriate authorities any conduct by CLIENT (or CLIENT's customers or end users) that WVTS reasonably believes violates applicable law, and (ii) provide any information, including Confidential Information, it has about Customer or its customers or end users that it is required by law or regulation to disclose, or in response to a formal or informal request from a law enforcement or government agency. WVTS may provide any information- including Confidential Information- it has about CLIENT or its customers or end users in response to a formal request in a civil action that on its face meets the requirements for such a request. However, WVTS shall defer to CLIENT's legal counsel should a request be made for potentially privileged and protected information and further, release only such information that otherwise would be privileged upon receiving written authorization from either the patient or the attorney's client as appropriate.

d. CLIENT agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appears on any software provided by WVTS. CLIENT may not reverse engineer, decompile, or disassemble any WVTS provided software, except and only to the extent that such activity is expressly permitted by applicable law including licensing provisions notwithstanding this limitation and then following at least ten (10) days advance written notice, or is permitted by the terms of any "open source" license that governs the use of the software. In such instances as WVTS uses Microsoft software to provide the Services, CLIENT agrees to the Customer License Terms for Microsoft software or any other vendor software provided to CLIENT by WVTS under a licensing agreement and agrees that if it shall not resell said licenses or the services hereunder to any of its customers unless they agree to the licensing terms of third party providers such as Microsoft.

e. Customer's use of third party software, services, and other products is governed by the terms of any license or other agreement between Customer and the third party. This limitation would also apply to those instances where WVTS may from time to time arrange for Customer's purchase or license of third party software, services, hardware and/or other products not included as part of the SOW, and/or may provide support to Customer in relation to those products. WVTS MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND RELATED SUPPORT SERVICES AND AS BETWEEN WVTS AND CUSTOMER SUCH SERVICES ARE PROVIDED "AS IS."



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15. The PARTIES agree to abide by the privacy policy attached to this Agreement. It may be changed as required by law and otherwise any modification to this Agreement must be signed by both PARTIES.
16. Notices to either of the PARTIES shall be given in writing via electronic mail and mailed on that same day by USPS, UPS or Federal Express to the individual and at the address designated on the signature page of this MSA. Notices are deemed received on the day delivered, or if that day is a weekend or Federal holiday, delivery shall be deemed as of the beginning of the first business day following the day delivered.
17. The PARTIES mutually agree that they shall not solicit each other's employee(s) with whom CLIENT has had direct contact in connection with this Agreement for employment during the term of this Agreement and for 1 year following termination of this Agreement. In the event of a violation of this provision, in addition to any other right WVTS may have at law or in equity, CLIENT shall make a one-time payment to WVTS in the amount of fifty (50) percent of the employee's base salary for one year.
18. Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property, and that WVTS shall own any intellectual property that it may develop in the course of performing the Services. CLIENT does not acquire any ownership interest or rights to possess WVTS's server(s) or other hardware, and has no right of physical access to the hardware.
19. The Agreement shall be governed by the laws of Idaho, without regard to any conflict of law provisions or considerations and when applicable, subject to the laws of the United States of America.. The Parties agree that the courts of Idaho shall have jurisdiction over this MSA and that venue is proper in Ada County, Idaho.
20. Except as modified either by a written agreement signed by all PARTIES or as provided for herein regarding amendments to WVTS's policies which are incorporated by reference no other writing or oral conversation shall be considered part of this MSA.
21. The PARTIES are independent businesses. The PARTIES are not partners or participating in a joint venture. Neither party is the agent of the other nor may either party may represent to any person that it has the power to bind the other on any agreement. The Agreement is non-exclusive. WVTS may provide service to any person, including a competitor of CLIENT.
22. Neither party may transfer the Agreement without the other party's prior written consent.
23. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the



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Agreement. Waiver of any of its rights under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence similar in nature or not.

24. Any documents signed in connection with the Agreement may be signed in multiple counterparts, which taken together will constitute one original. Fax or electronic signatures are treated as original signatures.

25. The following provisions will survive expiration or termination of the Agreement: fees, indemnity obligations and any provision that is made the basis of a claim for indemnification, confidentiality obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement.

26. Neither party shall be in default of any obligation under this MSA if the failure to perform the obligation is due to any event beyond that party's control, including significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

27. There are no third party beneficiaries to the Agreement. Neither insurers nor the customers of re-sellers are third party beneficiaries to the Agreement.

28. Disputes arising under this MSA shall be settled through mediation or failing that by binding arbitration following the procedures described in Addendum.

29. Any provision(s) of this Agreement that held unenforceable by a court having jurisdiction said court shall be able to blue-line the remaining part of this MSA so that to the extent possible it remain in full force and effect, provided that the MSA without the unenforceable provision(s) shall remain consistent with the material economic incentives and the PARTIES intent.



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Signature page for Master Services Agreement dated September 11th, 2019

Email:
dan@wvtechservices.com

Mailing Address:
7154 W. State St. Suite 250
Boise, Idaho 83714

Email:
edickelman@northstarcharter.org

Mailing Address:
839 N. Linder Rd.
Eagle, ID 83616

Contact information above, both mailing and email addresses, have been provided by the PARTIES to be used for notices sent related to this Agreement

Dan Kammeyer, Manager
West Valley Technical Services, LLC
("WVTS")

Eric Dickelman, Business Manager
North Star Charter School ("CLIENT")

Sign:

A handwritten signature in black ink, appearing to read "Dan Kammeyer", is written over a horizontal line.

Sign:

A handwritten signature in black ink, appearing to read "Eric Dickelman", is written over a horizontal line.

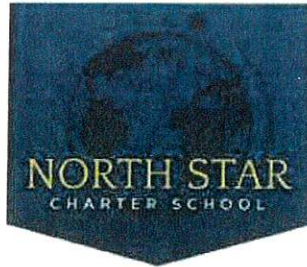


Statement of Work

West Valley Technical Services

WEST VALLEY TECHNICAL SERVICES

North Star Charter School



**STATEMENT OF WORK
(SOW) referenced by and to be incorporated
with the Master Services Agreement (MSA) dated:**

9/11/2019

1.1 Purpose. To provide the expertise and support services that meet the information technology infrastructure needs of the Client

1.2 Scope. Infrastructure to be supported shall include:

1.2.1 Hardware. 5 Windows servers (physical and virtual); approximately 500 Windows desktops, thin clients, laptops and iOS devices; 26 wireless access points; single content filter appliance; HP core switches

1.2.2 Software. Windows client operating systems, Windows Server operating systems, Microsoft Office products; iOS; ChromeOS; GSuite

1.2.3 Period of Performance. Duration of this task is from September 11th, 2019 to January 1st, 2021

1.2.4 Location. 839 N Linder Rd, Eagle, ID 83616

1.2.5 Time and Place of Performance. Services will be performed as appropriate at the Client's physical location(s) indicated above, and may be augmented by services rendered remotely at the discretion of WVTS. Hours will be Monday, Wednesday, and Fridays from 9AM to 4PM and on Tuesday's and Thursdays from 9AM – 12PM or 1PM -4PM. Summer schedules will differ depending on then-current projects.

1.3 Key Personnel.

1.3.1 The Client shall identify a primary Point of Contact (POC) to coordinate the services of WVTS.

1.3.2 WVTS shall identify key personnel at the beginning of the contract delivery window. NOTE: Key personnel may be removed from the project by written request of the POC. The POC will attach a copy of the request and determination to the project files.

1.3.3 Points of Contact. The contact information indicated below shall be used for daily operational use. Any other concerns should be resolved by the PARTIES indicated in the Master Services Agreement.

Client Primary Point of Contact:

Eric Dickelman
839 N Linder Rd
Eagle, Idaho 83616
(208) 939-9600
edickelman@northstarcharter.org

WVTS Representatives:

Justin Wood
7154 W. State St. Suite 250
Boise, Idaho 83714
(208) 870-1740
jwood@wvtechservices.com

1.4 Client Furnished Items. The Client agrees to provide a safe workspace, access to computer and infrastructure equipment, user account information as needed, and office supplies as required. Initial familiarization / orientation will be provided on site if needed.

1.5 WVTS Furnished Items. All tools necessary for the performance of tasks outlined in this SOW shall be provided or obtained by WVTS.

1.6 Travel. Travel in excess of 50 miles round-trip will be billed the then-current IRS mileage rate.

1.7 Deliverables and Reports. WVTs shall provide the following deliverables and reports, to be delivered via email in PDF format monthly, and shall be the property of the Client:

- Weekly and quarterly maintenance of IT infrastructure including servers, network appliances, and resources such as printers where applicable
- Monitoring of Client's connection to the Internet
- Network management, including backup administration, user and resource maintenance, and security monitoring
- Annual Network Security Audits
- Network infrastructure documentation (audited annually)
- Regular reports as required by the Client
- Web-based Helpdesk portal
- On-Demand end user support
- Technology consultation and implementation as needed
- Cloud backup status reports if applicable service is purchased
- WVTs shall bring problems or potential problems affecting performance to the attention of the POC as soon as possible. Verbal reports may be followed up with written reports when directed by the POC

1.8 Inspection and Acceptance. In the absence of other agreements negotiated with respect to time provided for Client review, deliverables will be inspected and WVTs notified of the POCs findings within 5 work days of normally scheduled review.

1.9 Pricing. Ad-Hoc contract IT services are billed at an hourly rate of \$75/hour. Cloud backup services are being included for up to two servers at no additional cost. Any services requested outside the scope of this SOW will be billed on a case-by-case basis, and might require other resources that may increase the billed rate.

2.0 Symmetric Payment Plan. The Client has opted for a set monthly fee based on the estimated average amount of services required each month. Based on an anticipated average hours/month required in this instance, the Client will be billed a flat rate \$3750/month (\$2750/month during the summer months of June and July, depending on then-current project workload) with no overage fees, except for instances requiring additional hardware or software materials outside the scope of this agreement.



Statement of Work

West Valley Technical Services

In Witness Whereof, the PARTIES hereto, having read this SOW in its entirety, do agree thereto in each and every particular.

~~West Valley Technical Services~~
~~North Star Charter School~~



Signature

Dan Kammeyer

Printed Name

Manager 9-11-2019

Title Date

~~North Star Charter~~
~~West Valley Technical Services~~



Signature

ERIC DICKELMAN

Printed Name

BUSINESS MGR 9/25/19

Title Date