This Master Services Agreement ("Agreement") applies to IP Communications System ordered by OPENARC's customer ("Customer") pursuant to a signed agreement ("Agreement") with OPENARC, LLC. Capitalized terms not defined in this SLA are defined in the Agreement.

WITNESSETH

Whereas, OpenArc is engaged in the business of systems implementation, which encompasses but is not limited to, the following activities: design and engineering of network/system architecture, hardware installation and configuration, project management, troubleshooting, quality assurance testing, and system deployment.

Whereas, Client desires to purchase from and contract with OpenArc with regard to certain such services, as more fully described in the Statement of Work, attached as "Exhibit A" and incorporated herein by reference;

Now, therefore, in consideration of the mutual promises herein contained and intending to be legally bound, the parties agree as follows:

1. Definitions

Capitalized terms shall be defined as set forth below or elsewhere in this Agreement.
(a) "Client Materials" means any data or materials, provided by Client, that are used in connection with the Services.
(b) "Deliverable(s)" means the items to be delivered to Client in connection with Services OpenArc performs pursuant to this Agreement and as set forth in an applicable Statement of Work (SOW).
(c) "Services" means the professional consulting services performed by OpenArc for Client pursuant to this Agreement and a Statement of Work. The schedule for Services shall be agreed upon by the Parties, subject to availability of OpenArc personnel, and reflected in the SOW.

2. Performance of Services

(a) Statements of Work. Each Services project OpenArc undertakes shall be described in statements of work (each a "Statement of Work" or "SOW") setting forth the agreed upon scope of the Statement of Work, and estimated pricing and payment terms and, if applicable, project schedule, Deliverables, Services and estimated delivery dates. Both parties shall execute each Statement of Work and each is incorporated into this Agreement. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.
(b) Changes to Statement of Work. Client or OpenArc may request changes to the scope of a Statement of Work pursuant to the terms set forth in a Statement of Work, to be mutually agreed upon by the Parties in writing. Subject to this Section 3(b), any changes to the scope of a Statement of Work shall result in a change order to such Statement of Work or a new Statement of Work. Notwithstanding the foregoing, if there are any changes to the scope of a Statement of Work and the changes result in an increase in the fees up to ten thousand dollars ($10,000.00) or ten (10) percent of the estimated total cost, whichever is less, ("Additional Services") then OpenArc will continue to provide the Services, with the consent of the Client, including the Additional Services, pursuant to the then current Statement of Work without the need to execute a change order or a new Statement of Work. Client agrees to pay OpenArc for any applicable Additional Services pursuant to the then current Statement of Work.

(c) <u>Delivery and Cooperation</u>. Client acknowledges that Client's cooperation is essential to the timely performance of the Services. Client will, to the extent required in connection with the performance of the Services: (i) provide OpenArc with any necessary Client Materials; (ii) provide OpenArc with any necessary access to Client's personnel, facilities or data; (iii) cause the appropriate personnel to cooperate with OpenArc as required for OpenArc to provide the Services, including responding promptly to questions or issues; and (iv) make all payments when due. Client's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work. If Client fails to do any of the foregoing, both parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both parties with new pricing.

(d) <u>Place of Performance</u>. OpenArc will adhere to OpenArc's corporate travel policy and provide a copy of OpenArc's corporate travel policy, if requested by Client, unless other agreements are made prior to undertaking a project. Services to be provided on-site at Client's facilities will be scheduled in advance by agreement of both parties. Both parties will use reasonable efforts to accommodate any requested changes in the scheduled dates for on-site Services, subject to the availability of appropriate personnel.

(e) <u>Qualified Personnel</u>. OpenArc will provide all Services in accordance with current industry standards and practices using qualified personnel with the necessary skills, qualifications and experience to provide the Deliverables or Services in accordance with the applicable Statement of Work. All personnel providing Services will be OpenArc employees acting within the scope of their employment and under obligation to assign all rights in the Deliverables or Services to OpenArc, or will be independent contractors under written obligation to assign all such rights to OpenArc.

(f) <u>Subcontracting</u>. If OpenArc cannot provide the number of qualified OpenArc consultants required to perform the Services or Deliverables, or a replacement OpenArc consultant, OpenArc Project Manager (as defined in an applicable SOW) shall promptly so inform Client Project Manager (as defined in an applicable SOW). OpenArc may use a third party contractor rather than its own consultants to perform Services provided that OpenArc's agreement with the third party contractor is consistent with the terms of this Agreement and any related nondisclosure and/or confidentiality agreement.

(g) <u>Hold Harmless.</u> To the fullest extent permitted by law, the Client agrees to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless OpenArc, its elected and appointed officials, employees and volunteers and others working on behalf of OpenArc against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from OpenArc, its elected and appointed officials, employees, volunteers or others working on behalf of the OpenArc, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

(h) <u>Services.</u> OpenArc agrees to provide Services for Client in accordance with the Services outlined in the Proposal and Statement of Work. OpenArc shall provide all labor, supplies, materials, equipment, tools, transportation, supervision necessary to provide the Services unless otherwise noted in Statement of Work.

(i) <u>Standard of Performance.</u> OpenArc agrees to perform all Services in a good and workmanlike manner in accordance with generally accepted industry standards applicable to such Services. Client agrees to work in cooperation with OpenArc to actively assist in the development and implementation of the delivery of the Services.

3. Configuration Management Objectives. The objectives set forth in this Section are objectives only and do not have associated credits. The configuration and management objectives below are specific to remote administration and do not assume the use of OPENARC resources for onsite changes.

CONFIGURATION MANAGEMENT	PERFORMANCE/TIMEFRAME
Bulk User/IP Phone Addition	The addition of users and/or IP Phones will be done at a rate of 500 requests per week and require one week to process. OpenArc will provide a bulk user template to record needed additions.
Bulk User/IP Phone Change	Large changes to users profile or enable a change are done at 500 users per request per week and are performed in 48 hours. OpenArc will provide a bulk user template to record needed changes.
Bulk User/IP Phone Deletion	Users or machines are deleted at a rate of 500 changes per week per request and are performed within 48 hours.
Normal User/IP Phone Addition	Up to 50 users/IP Phones per day per request will be added in 48 hours.
Normal User/IP Phone Change	Up to 50 users/IP Phones per day per request will be changed in 24 hours.
Normal User/IP Phone Deletion	Up to 50 users/IP Phones per day per request will be deleted in 24 hours.
Emergency User/IP Phone Addition	Up to 5 users/IP Phones per day per request will be added in 8 hours.
Emergency User/IP Phone Change	Up to 5 users/IP Phones per day per request will be change in 4 hours.
Emergency User/IP Phone Deletion	Up to 5 users/IP Phones per day per request will be deleted upon call and no more than 4 hours.
Policy Addition	Up to 5 policies will be added per day with request processed in 8 hours.
Modify Existing Policy	Up to 5 policies will be deleted per day with removal processed in 8 hours.
Policy Deletion	Up to 5 policies will be deleted per day with removal processed in 8 hours.
Emergency Policy Modification	Up to 2 policies changes per day will be processed in less than 4 hours.
Back-up and Restore	OpenArc will store and maintain the last three configurations and previous two releases of software for restoral purposes. Customer may be required to assist and execute early function to restore system to remote management capability. * OpenArc provide the back-up solution, OpenArc backups the master server daily into secondary servers.

4. Service Level Agreement. Upon Customer's written request to OpenArc, made within five business days of the last day of the month in which the relevant SLA was not met, Customer will be entitled to the service credits as set forth below.

Area	Performance/Timeframe	Escalation/Resolve
Headquarters/Main Site/Remote Offices		
Phones	Diagnose failure within 4 hours OpenArc will have a like-kind onsite spares provided and are available to replace broken phone. Customer returns broken phone to OpenArc.	Diag. – 4Hrs Restore – 8-24Hrs
Call Manager/Gateway	Diagnose failure or attempt rebuild within 2 hour, allow back-up systems to sustain load during restoral. Replacement parts will be ship same day within business hours.	Diag. – 2Hrs Restore – 2-4Hrs
Voicemail	Diagnose failure or attempt rebuild within 2 hour, allow back-up systems to sustain load during restoral. Replacement parts will be ship same day within business hours.	Diag. – 2Hrs Restore – 2-4Hrs
Performance Management		
Call Quality Basic	Diagnose cause within 4 hours, present plan to change management within 8 hours	Diag. – 4Hrs Restore – 4-8Hrs
Call Quality Severe	Diagnose cause within 2 hours, present plan to change management within 4 hours	Diag. – 2Hrs Restore – 2-4Hrs
Call Routing Basic	Diagnose cause within 4 hours, present plan to change management within 8 hours	Diag. – 4Hrs Restore – 4-8Hrs
Call Routing Severe	Diagnose cause within 2 hours, present plan to change management within 4 hours	Diag. – 2Hrs Restore – 2-4Hrs
Change Management		
Basic Changes	Process bulk and normal change requested at capacities sited in Configuration Management	Director - 1x interval VP - 2x interval
Urgent Changes	Process urgent change request at capacity and intervals cited in Configuration Management	Director - 1x interval VP - 2x interval
Security Management		
Basic Events	Post all security events involving attempted attack that have minimal performance impact or failed attacks to portal within 10 minutes	30 Min, 1Hr, 2 Hrs
Urgent Incidents	Identify and engage customer in successful attacks or suspected events within 30 minutes of determination by analyst* Dependent upon availability of customer provided emergency contacts.	30 Min, 1Hr, 4 hrs

Note: OpenArc's SLA only applies when our monitoring services are in place via a VPN, this allow us for real-time monitoring as well as remote access to the system.

5. OpenArc IP Telephony Maintenance Agreement is all inclusive, all labor work remote or on-site is included, all items originally on the IP Telephony quote, including all phones and handsets, all servers and gateways. Exclusions: OpenArc IP Telephony Maintenance Agreement does not include travel to and from the customer site. However, OpenArc will use its own judgment and will discuss any additional charges with the customer prior to any additional invoices.

6 Term and Termination

This Agreement will commence as of the Effective Date and will remain in effect until terminated. Either party may terminate this Agreement if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach.

7 Ownership and Retention

(a) Ownership of Product. OpenArc assigns to the Client its entire right, title and interest in anything created or developed by OpenArc for the Client under this Agreement including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due OpenArc under this Agreement.

(b) Pre-Existing Work. Any pre-existing proprietary or Confidential Information of OpenArc or it's licensors used to perform the Services, or included in any Deliverable, including but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or otherwise, including derivative works will remain the exclusive property of OpenArc and its licensors (collectively, "OpenArc Information"). To the extent that OpenArc incorporates any OpenArc Information into any deliverable, OpenArc hereby grants to Client a non-exclusive, non-transferable license to use such OpenArc Information at no additional charge solely for Client's internal business purposes, in accordance with the limitations set forth in this Agreement and any applicable SOW. Any Client's pre-existing information, including but not limited to any Client's proprietary and Confidential Information of a similar nature to OpenArc Information provided to OpenArc by Client will remain the exclusive property of Client or its licensors ("Client Information").

(c) Retention. Client acknowledges that OpenArc provides similar services to other Clients and that nothing in this Agreement will be construed to prevent OpenArc from carrying on such business. OpenArc has the right to retain and use copies of the Deliverables, provided, however, that nothing in this Agreement will allow OpenArc to distribute, disclose or create derivative works of Client Information. Nothing in this Agreement will allow Client to distribute, disclose or create derivative works of OpenArc Information.

8 Publicity

Neither party will make any public announcement or issue any press release concerning the terms of this Agreement without the prior approval of both parties.

9. **General**

(a) Entire Agreement, Modifications, and Waivers. This Agreement, together with any applicable SOW, contains the Parties' entire agreement with respect to the subject matter hereof, superseding and replacing any and all

prior and contemporaneous agreements, understandings, offers and communications, both written and oral, between the Parties. This Agreement and/or any applicable SOW may not be modified except by written instrument signed by both Parties and referring to the particular provisions to be modified. All terms, conditions, or provisions which may appear as pre printed language or otherwise be inserted within any purchase order shall be of no force and effect notwithstanding the acceptance of such purchase order after the date of this Agreement and/or any applicable SOW. If any provision of this Agreement and/or any SOW is declared invalid or unenforceable, then a court of competent jurisdiction shall replace the invalid or unenforceable provision with a valid and enforceable provision that most accurately reflects the Parties' intentions and the remaining provisions of this Agreement and/or any applicable SOW shall remain in full force and effect. Failure by either Party to enforce any provision of this Agreement and/or any applicable SOW will not be deemed a waiver of future enforcement of that or any other provision. Wherever the term "including" is used, it shall mean "including, but not limited to". This Agreement and/or any applicable SOW may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same agreement.

(b) Headings, Advice of Counsel, and Drafting. Headings used in this Agreement and/or any applicable SOW are provided for convenience only, and will not in any way affect the meaning or interpretation of any provision. The Parties acknowledge that they have been advised by counsel of their own choosing, played equal parts in negotiating this Agreement and/or any applicable SOW and that the terms therein shall be interpreted without bias against either Party.

(c) Governing Law. This Agreement, and/or any applicable SOW and the rights and obligations of the Parties hereunder shall be construed in accordance with and shall be governed by the internal laws of the State of Pennsylvania, excluding its conflict of law rules, and applicable federal law. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act are expressly disclaimed.

(d) Attorney's Fees. The prevailing party in disputes concerning this Agreement and/or any applicable SOW shall be entitled to the costs of collections and enforcement, including but not limited to reasonable attorney's fees, court costs and all necessary expenses. Notwithstanding anything in this Agreement and/or any applicable SOW to the contrary, in the event of Client's bankruptcy or insolvency, OpenArc will be entitled to recover from Client OpenArc's costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that OpenArc incurs in enforcing and/or otherwise protecting OpenArc rights and remedies under any applicable SOW and/or this Agreement or amendments and modifications thereto.

(e) Relationship between the Parties. Each Party is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

(f) Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given if sent by a nationally recognized overnight express courier. Notices shall be delivered to the following:

Client:

Address as it appears in an applicable purchase order or order document.

OpenArc, LLC:

109 Vip Dr, Suite 200

Wexford PA, 15090

Attn: Managing Partner

(g) Force Majeure. Neither Party shall be in default if its failure to perform any obligation under this Agreement and/or any applicable SOW (other than obligations to make payments when due) is caused solely by supervening conditions beyond that Party's reasonable control, including acts of God, war, terrorism, civil commotion, strikes, labor disputes, internet service interruptions or slowdowns, vandalism or "hacker" attacks, or governmental demands or requirements.

(h) <u>Publicity</u>. Client authorizes OpenArc to publicly disclose that Client is a Client and to use Client's name and logo to identify Client as a Client. Client agrees that OpenArc may issue a press release upon execution of this Agreement and/or any applicable SOW announcing this Agreement and/or any applicable SOW and describing the general nature of the Services OpenArc provides to Client. Except as set forth in this subsection, there shall be no public announcement of this Agreement or the relationship between the Parties without mutual review and approval by both Parties, except as part of required governmental filings, SEC filings (forms 10-K, 10-Q, etc.), quarterly earnings announcements and financial presentations, or listings of other similar relationships.

(i) <u>Injunctive Relief</u>. Client acknowledges that the breach or threatened breach of this Agreement could give rise to irreparable injury to OpenArc which would be inadequately compensated in money damages. Accordingly, OpenArc may seek a restraining order and/or an injunction prohibiting such breach in addition to any other legal remedies which may be available. Client agrees that OpenArc will not be required to post a bond in seeking injunctive relief under this Agreement.

(j) <u>Export Controls</u>. Client agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Client covenants that Client shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from OpenArc under this Agreement and/or any applicable SOW to any destination, entity, or person prohibited by the laws or regulations of any jurisdiction, including without limitation, the United States, without obtaining prior authorization from the relevant government authorities as required by those laws and regulations. Client hereby indemnifies and holds harmless, to the fullest extent permitted by law, OpenArc and OpenArc's assigns from and against any fines, penalties, judgments, settlements, and reasonable documented costs, including attorneys fees, that may arise as a result of Client's and Client's agents, officers, directors or employees breach of this provision.

(k) <u>Assignment</u>. Neither party may assign its interest in this Agreement and/or any applicable SOW, including by operation of law or change of control, without the other party's prior written consent, which consent shall not be unreasonably withheld. This Agreement and/or any applicable SOW will inure to the benefit of and be binding upon the Party's successors and permitted assigns. Unless otherwise specifically agreed to by the non assigning party, no assignment by either Party shall relieve the assignor from its obligations pursuant to this Agreement and/or any applicable SOW. Any assignment in violation hereof shall be null and void.

(l) <u>Effect of Bankruptcy</u>. In the event that Client becomes the subject of any voluntary or involuntary bankruptcy proceeding, liquidation, dissolution, receivership or attachment or makes a general assignment for the benefit of creditors, amounts that have been paid to OpenArc are hereby deemed earned upon receipt and are OpenArc's sole property, irrespective of whether the Services or Deliverables, have been delivered and may be applied, in whole or in part, in satisfaction of any obligations owed by Client to OpenArc under this Agreement, any applicable SOW or any other agreement between Client and OpenArc.

10. Signatures

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date below.

OPENARC, LLC   Warren County School District

Signature: _____   Signature: _____

Name: _____   Name: _____

Position: _____   Position: _____

Agreed to and accepted on this _____ day of _____, 2014.