

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is made this 24th day of September 2014 ("Effective Date"), by and between **The KR Group, Inc.**, a Michigan corporation with offices located at 678 Front Avenue NW, Suite 255, Grand Rapids, Michigan 49594 ("Service Provider"), and Richfield ("Client"), whose address is 3867 N. Center Rd, Flint Mi. 48506
Academy

-RECITALS-

WHEREAS, Client desires Service Provider to determine with Client what services, including, but not limited to, LAN/WAN consulting, design, implementation, support, maintenance and training applications development, telecommunication services and managed services will meet Client's business needs; and

WHEREAS, Client desires to engage Service Provider, and Service Provider desires to be so engaged, for the provision of services in accordance with the terms and conditions contained in this Agreement;

NOW, THEREFORE, Service Provider and Client, in consideration of the covenants and conditions contained herein and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, hereby agree as follows:

1. **Statement of Services – Statement of Work.** Service Provider agrees to provide and Client agrees to purchase the services as set forth on the Statement of Work attached hereto as **Exhibit A** (the "Services"). The Statement(s) of Work, if any, are incorporated as if fully set forth herein. The product of the Services shall be referred to in this Agreement as the "Work." The Services and the Work provided for in the Statement of Work shall be governed by the terms and conditions of this Agreement. In the event of any conflict between the Statement of Work and the terms and provisions of this Agreement, this Agreement shall govern. For each additional project requiring services, Service Provider and Client shall execute a mutually agreed upon Statement of Work that specifically incorporates this Agreement by reference.

2. **Rate for Services; Expenses.** The Client shall pay service provider for the Work as set forth in each Statement of Work ("Services Addendum") attached hereto. Any Services provided outside the Services Addendum will be at Service Provider's then time and material rates, which vary depending on the skill set and experience level of the particular personnel involved, unless otherwise mutually agreed to in writing by the parties. Overtime will be charged at time and one-half of Service Provider's regular hourly rates, unless otherwise stated in a Statement of Work for a particular project. Service Provider's hourly time and material rates, for projects performed under a Statement of Work hereunder shall automatically be increased by three percent (3%) every six-month period such Statement of Work is in effect. Notwithstanding the foregoing, Service Provider reserves the right to raise its rate for Services at other times and in other amounts depending upon its business needs. Expenses incurred by Service Provider in providing the Services, including, but not limited to, travel, lodging, if necessary, Per diem meals and mileage, will be charged to Client at Service Provider's cost, unless otherwise stated in a Statement of Work for a particular project.

3. **Payment Terms for Services.** Service Provider shall invoice Client for Services on a weekly, monthly or milestone basis, as set forth in each Statement of Work. Client shall pay invoices to Service Provider within seven (7) days of the date of the invoice to Client. If payment is not

received within forty-five (45) days of the invoice date, interest shall begin to accrue on the amount owing and be payable at the rate of one and one-half percent (1.5%) per month from the date due until paid. All payments will be made in the United States in U.S. dollars.

4. **Monthly Services; Payment Schedule.** Service Provider agrees to provide and Client agrees to purchase the monthly services as set forth on the Managed Services Proposal attached hereto as **Exhibit B** (the "Monthly Services"). The fees for the Monthly Services shall be detailed in the Managed Services Proposal (the "Monthly Fee"), which shall be invoiced to the Client on a monthly basis and shall be due and payable on the first business day of each calendar month. In the event of any conflict between the Managed Services Proposal and the terms and provisions of this Agreement, this Agreement shall govern. It is understood that any and all Monthly Services requested by Client that fall outside the terms of the attached Managed Services Proposal will be considered outside projects and will be quoted and billed as separate, individual services, but will be subject to the terms of this Agreement.

5. **Payment Terms for Monthly Services.** The Monthly Fee shall be invoiced to Client on a monthly basis. The Monthly Fee shall be due and payable on the first business day of each calendar month in which the Client will receive Monthly Services. Payments shall be made in advance for the Monthly Services to commence and continue. If the required Monthly Fee is not received within seven (7) days following the due date, the Monthly Services will be suspended. If the Monthly Fee is not received within forty-five (45) days of the invoice date, interest shall begin to accrue on the amount owing and be payable at a rate of one and one-half percent (1.5%) per month from the date due until paid. A deposit in the amount of two Monthly Fees will be required in addition to the first month's payment in order to commence the Monthly Services.

6. **Term and Termination.** The term of this Agreement shall be for a term of two (2) years from the Effective Date, or with respect to any Statement of Work, until all Services thereunder are complete, whichever is later (the "Initial Term"). The Initial Term shall be extended for consecutive one-year periods unless either party provides written notice of its intent to terminate this Agreement as provided to the other not less than 60 days before the end of the then-current Term. The Initial Term as the same may be extended shall constitute the "Term."

7. **Review of Scope of Services and Monthly Services.** This Agreement will be reviewed monthly to address any necessary adjustments or modifications. If adjustments or modifications are required after a monthly review which increase the fees or charges for either the Monthly Services or Services, a change order will be agreed upon and signed by both the Client and Service Provider. Unless otherwise agreed in a writing signed by both parties, the terms for each subsequent term shall be the same as are in effect at the end of the immediately preceding term.

8. **Taxes.** Any pricing set forth herein or in any Statement of Work or Managed Services Proposal shall be exclusive of taxes. Service Provider shall bill and Client shall pay the amount of any sales, use, excise or similar taxes assessed on the performance of any of the Services or Monthly Services, excluding any tax related to the income of the Service Provider. In the event that Client is tax exempt, Client shall provide Service Provider with a copy of the Tax Exemption Certificate on or before execution of this Agreement or the applicable Statement of Work or Managed Services Proposal. Client agrees to reimburse, indemnify, and hold Service Provider harmless from and against any such tax levied against Service Provider for the provision of Services, the Monthly Services or the delivery of the Work to Client pursuant to this Agreement.

9. *Independent Contractor.* The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, employment relationship, or any other relationship except that of independent contractor. In performance of the Services under this Agreement, Service Provider is an independent contractor with the authority to control and direct the performance of the Services. Service Provider and its employees shall not be entitled to any privileges or benefits that the Client may provide to its employees, and Service Provider shall be responsible for the payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes or mandatory assessments imposed by any governmental body on Service Provider in regard to its employees who are engaged in the performance of the Services or Monthly Services. Service Provider acknowledges that the Client has no obligation to and will not withhold taxes of any kind or nature with respect to the Services or Monthly Services performed by Service Provider. Neither Service Provider nor Client, their respective employees or agents, shall be authorized to act or appear to act as a representative of the other, whether in performing the Services, Monthly Services, or otherwise. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever.

10. *Client's Proprietary Rights.* All Services performed and Work created hereunder, including, without limitation, development, modification or enhancement of systems, source codes, object codes, operating instructions, writings, information, data, formulae, models, drawings, photographs and design concepts, and all other documentation developed for or relating to Client, and all data and other information of any kind, including information incorporating, based upon, or derived from the foregoing, and all deliverables developed or prepared for Client by Service Provider hereunder, shall constitute "Client Property" and are, shall be, and shall remain the sole and exclusive property of Client, except for the following items which shall not constitute Client Property: (a) software, including, but not limited to, any proprietary code (source and object), which is subject to third-party license agreements; (b) those portions of the Work or deliverables which include information in the public domain; (c) those portions of the Work which are generic ideas, concepts, know-how, and techniques within the computer design, support, and consulting business generally; and (d) those portions of the Work which contain general computer consulting knowledge and information which Service Provider had or acquired during the performance of its Services for Client and which does not contain any Confidential Information (as hereafter defined) of Client, conveyed to Service Provider by Client. To the extent that any portion of the Work includes information or material that falls within the exceptions to Client property described in Sections 10(c) and (d) above, Service Provider shall be deemed to have granted Client a non-exclusive license to use any such information or material imbedded in the Work for its internal business needs and a non-exclusive license to make copies of any Work delivered by Service Provider, but only for use in Client's facilities or by its wholly-owned affiliates, subject to third-party license agreements, if any.

11. *Pre-existing Work.* If Service Provider uses any computer program, tools, templates, frameworks, code or other materials developed by Service Provider independently of the Services and the Work ("Pre-existing Work") in performing the Services or Monthly Services, the Service Provider shall retain any and all rights in such Pre-existing Work. Service Provider hereby grants Client a non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs during the Term of this Agreement. Such non-exclusive license shall terminate upon termination of this Agreement.

12. *Noncompetition and Nonsolicitation Agreements.*

- a. Noncompetition. For the Term of this Agreement, and for a period of one (1) year after the termination of this Agreement, Client agrees not to, for any reason, along or in concert or cooperation with any other person or entity, as principal, employee, shareholder, member, manager, officer, director, consultant, or any other type of advisor, directly or indirectly, develop, seek to develop, market, produce or provide any commercial product or service in the nature of those provided by, or under development by, Service Provider or any of its affiliates. This noncompetition obligation shall apply to any state where Service Provider or any of its subsidiaries are actively engaged in or pursuing business during the Term of this Agreement, and for a period of one (1) year after the termination of this Agreement.
- b. Nonsolicitation. For the Term of this Agreement, and for a period of one (1) year after the termination of this Agreement, Client agrees not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of Service Provider's employees, agents or independent contractors with whom it has had contact in the course of any of the Services or Monthly Services provided pursuant to the terms of this Agreement, unless Client obtains the prior written consent of Service Provider. Should Client hire an employee, agent or independent contractor of Service Provider through employment or otherwise within the time period set forth herein without first obtaining Service Provider's written consent, Client agrees and shall immediately pay as liquidated damages to Service Provider, an amount equal to 1.5 times the relevant person's then current annual compensation (or the amount paid to or on behalf of the person during the preceding twelve (12) months in the case of an independent contractor of Service Provider).
- c. Extension of Restrictions. The time periods of the restrictions set forth in Paragraphs 12(a) and (b) above shall be extended for any period of time that Client is found to be in violation of any provision of this Paragraph 12.
- d. Client acknowledges that a breach of this Paragraph 12 will result in immediate and irreparable harm to Service Provider and that money damages alone will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of this Paragraph 12, in addition to any other remedies which may be available, Service Provider shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach, and Client hereby waives the claim or defense that Service Provider had an adequate remedy at law and shall not urge in any such action or proceeding the claim or defense that such remedy at law exists. The foregoing shall not limit Service Provider from seeking a legal remedy including the recovery of monetary damages.
- e. The invalidity or unenforceability of any provision of this Paragraph 12 will not affect the validity or enforceability of any other provision which shall remain in full force and effect. If a court of competent jurisdiction determines that any provision of this Paragraph 12 is unenforceable as written, it is the intent of the parties that such provision be deemed narrowed or revised in such jurisdiction to the minimum extent

necessary to allow its enforcement. Such revision shall thereafter govern in such jurisdiction, subject only to any allowable appeals of such court decision.

13. **Confidentiality.** Neither party shall use, exploit, or make known to any person or business entity, any information directly or indirectly received by a party or acquired pursuant to the relationship created by this Agreement, including, without limitation, information relating to business affairs, data, designs, manuals, training materials and documentation, formulas, ideas, inventions, knowledge of manufacturing processes, methods, prices, financial and accounting data, timekeeping data, products and product specifications, systems and technical information ("Confidential Information"). Notwithstanding the foregoing, the Service Provider and the Client shall each be permitted to disclose Confidential Information of the other to its own employees, accountants, attorneys, and other agents and its affiliates or subsidiaries to the extent the disclosure is reasonably necessary for the performance of its duties and obligations or the enjoyment of its rights under this Agreement; *provided, however*, that Service Provider and the Company shall be responsible for any violation of the confidentiality obligations set forth in this Agreement by any permitted third parties to which it provides Confidential Information. Each party agrees that it shall take reasonable precautions to protect the confidentiality of the Confidential Information of the other party, at least as stringent as it takes to protect its own Confidential Information. Information will not be deemed Confidential Information if such information: (a) 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; (b) 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; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (d) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or as otherwise required by law, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

14. **Return of Confidential Information.** Within thirty (30) days of termination of this Agreement, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

15. **Insurance.** Service Provider and Client shall maintain their respective standard insurance coverage throughout the Term of this Agreement, which shall, at a minimum, include commercial general liability insurance covering bodily injury, property damage, premises operations, completed operations, and contractual liability and statutory worker's compensation insurance. Prior to the commencement of the Services or Monthly Services, the parties will provide each other with copies of their respective certificates of insurance. Each party covenants that it shall notify the other party of a cancellation, nonrenewal or change in the insurance coverage or insurance provider of that party.

16. **Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

- a. Limited Warranty on Services and Monthly Services. Service Provider warrants and represents that the Services and Monthly Services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances (the "Services Limited Warranty"). The Services Limited Warranty is in effect for thirty (30) days from the date the Services or Monthly Services are performed.
- b. Products or Equipment. Service Provider provides no and specifically disclaims any independent warranty on the products or equipment that it distributes. Service Provider does pass through to the Client the manufacturers' warranty, if any, on the products or equipment, subject to the terms and conditions of the respective manufacturers' warranty statement.

17. Indemnification. Client will indemnify, defend and hold the Service Provider, its affiliates, and its directors, officers, shareholders, agents, employees, and representatives (the "Indemnified Party") harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, or damages of every kind and nature (including, without limitation, reasonable attorney fees and expenses) (collectively, "Losses") arising out of or related to any claim, suit, action, demand or proceeding (each an "Action") brought by any party against the Service Provider, resulting from (a) any act or omission of the Client, or (b) any breach of this Agreement by the Client. This shall include, but is not limited to, Actions alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Service(s); and (ii) personal injury, bodily injury, death or property damage caused by the negligence or willful misconduct of the Client.

Client's indemnification obligations hereunder shall be subject to (a) receiving prompt written notice from the Indemnified Party of the existence of any Action; (b) being able to direct the defense of such Action; (c) permitting the Indemnified Party to participate in the defense of any Action; and (d) receiving full cooperation of the Indemnified Party in the defense thereof.

18. Limitations of Liability.

- a. SERVICE PROVIDER WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF SERVICE PROVIDER'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR NOT, INCLUDING NEGLIGENCE.
- b. Client's right to recover damages is limited to the amounts paid to Service Provider under this Agreement. Client acknowledges that this limitation of liability is part of the consideration and was considered by Service Provider in establishing the prices and rates to be charged to Client, which, but for this limitation, would have been higher.
- c. With respect to any claim for damages to tangible personal property, in no event shall either party's liability exceed the reasonable costs to re-perform the service or repair, or replace any item of the covered systems damaged as a result of the negligence or intentional wrongful acts or omissions of the indemnifying party.

19. Client Covenants. Client covenants that:

- a. It has the authority to enter into this Agreement and the funding necessary to pay for the Services, Monthly Services, and/or Work, which are the subject of this Agreement.
- b. It has title to or license or rights to use or modify any software or products which it has requested Service Provider to modify as part of the Services, Monthly Services, and Work which are the subject of this Agreement.
- c. It will provide Service Provider necessary access to its personnel, appropriate documentation and records and facilities in order for Service Provider to timely perform the Services, Monthly Services, and Work, which are the subject of this Agreement.
- d. Use of the Services, Monthly Services, and Work (by Client, its clients or other users) will not violate any applicable laws, regulations or cause a breach by Client, its clients or other users of any agreements with any third parties.

20. ***Requests for Changes.*** Service Provider recognizes that Client may want to implement changes in the Services or Work agreed to in a Statement of Work, or the Monthly Services agreed to in a Managed Services Proposal under this Agreement. It shall be the responsibility of the Client to prepare and request such change in writing ("Change Order") and sign and deliver it to Service Provider. Service Provider shall review, execute and return the Change Order with a written evaluation of the change, including the cost of the change and the impact the change will have on the performance of the Services, Monthly Services or Work. Approval by Client of the Change Order, including Service Provider's comments and evaluation, shall be signified by the return of the Change Order to Service Provider with the signature of the authorized representative of Client. Upon approval of any Change Order, the Change Order shall be subject to the terms and conditions of this Agreement. No change in the Statement of Work or Managed Services Proposal shall be performed until Service Provider receives a properly issued and executed Change Order; provided, however, that nothing herein will relieve the Client of the obligation to pay Service Provider for services rendered which were requested by Client but are not documented in such a properly issued and executed Change Order or within the scope of the applicable Statement of Work or Managed Services Proposal.

21. ***Termination.***

- a. Termination by Client without Cause. Client may terminate this Agreement without cause upon sixty (60) days advance written notice to Service Provider. If this Agreement is terminated, the obligations of Service Provider and the Client shall terminate, other than the Client's obligation to provide earned and unpaid compensation to Service Provider for the Services or Monthly Services performed prior to the termination date. However, it is agreed that if the Services and Work being performed pursuant to this Agreement are being performed pursuant to a fixed price arrangement as opposed to a time and materials basis, then upon termination pursuant to this provision, Client shall pay to Service Provider a cancellation fee in the amount of twenty percent (20%) of the remaining cost of the project. Upon termination, Service Provider shall invoice Client for any unbilled Services or Work and any cancellation fee, and Client shall remit payment in accordance with Section 3 above.

- b. Termination by Client with Cause. Except as otherwise provided in this Agreement, Client may terminate this Agreement for cause upon giving the Service Provider thirty

(30) days written notice of the breach; provided, however, that Service Provider shall have thirty (30) days from receipt of such notice in which to cure such breach prior to Client's termination of this Agreement.

c. Termination by Service Provider without Cause. Service Provider may terminate this Agreement without cause upon sixty (60) days advance written notice to Client. Upon termination, Service Provider shall complete all Services or Monthly Services to be performed during the notice period under any outstanding Statements of Work or Monthly Services Proposals and invoice Client for any unbilled Services or Work, and Client shall remit payment in accordance with this Agreement.

d. Termination by Service Provider for Cause; Suspension of Work. In the event that Client has not paid any undisputed invoice, or the undisputed portion thereof, when due, or Client has otherwise breached this Agreement, Service Provider may terminate this Agreement by giving Client thirty (30) days written notice with respect to the breach of this Agreement identified in the notice. If Client pays such invoices or cures such breach within such notice period, Service Provider shall not terminate this Agreement. Client and Service Provider shall work diligently to resolve any disputed invoices or portions thereof. As an alternative to termination of this Agreement for nonpayment, Service Provider may determine, in its sole discretion, to suspend any Services being performed pursuant to any Statement of Work under this Agreement at any time after any invoice issued by Service Provider has not been paid by Client for sixty (60) days past its date, or if Client becomes insolvent or a party to or acquiesces in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Client and its ability to pay its debts as they become due. In such case, Service Provider shall provide Client with notice of the suspension of work at least one day prior to the effectiveness of the suspension and shall reinstitute work as promptly as practicable after payment of such invoice in full or, in the case of insolvency or bankruptcy of Client, such time, if any, when Service Provider shall become sufficiently comfortable in its sole discretion with Client's financial position to continue providing services.

22. Assignment and Subcontracting. Client may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Service Provider, and any attempted assignment or delegation without such consent will be void. Service Provider may assign this Agreement in whole or in part. Service Provider may delegate the performance of certain Services or Monthly Services to subcontractors, including wholly owned subsidiaries of Service Provider, provided that Service Provider controls the delivery of such Services or Monthly Services to Client and remains responsible to Client for the delivery of such Services. The provisions of this Agreement shall apply to any such subcontractor and his or its employees in all respects as if he, she or it was in the employ of Service Provider.

23. Reasonableness. Client acknowledges and agrees that Client has weighed all the facts, conditions, and circumstances pertaining to this Agreement, has been afforded an opportunity to consult with counsel of its choice concerning this Agreement and its legal effect, and acknowledges that all of the provisions of this Agreement are reasonable. Client shall not contest the validity of any provision of this Agreement and waives any and all rights that Client may have to bring any claim, action, or suit or to raise any defense regarding the validity and reasonableness of this Agreement or any of its provisions.

24. *Notices.* Any notice requires or permitted to be given under this Agreement must be in writing and may be delivered in person, by registered mail, by certified mail, or by overnight courier addressed to the respective party at the address set forth in the introduction of this Agreement, or a changed address as may be given by a party to the other by written notice. Any notice will be considered to be given: (a) on the date personally delivered; (b) five business days after the date of mailing by regular mail; (c) three business days after the date of mailing by certified mail; and (d) when delivered according to the records of the courier if sent by commercial overnight courier. If the parties agree that notices may be given by facsimile or electronic mail, the parties shall provide each other with the appropriate authorized facsimile number(s) or electronic mail address(es) and such notice will be considered to be given on the date such electronic mail or facsimile is received.

25. *Force Majeure.* Neither party shall be liable to the other for any failures or delays in the performance of any obligations hereunder to the other party out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, war, government mandates, delays associated with produce malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God or similar occurrences. Performance times under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any failure or delay; provided, however, that if any such failure or delay shall last for a period of more than twenty (20) consecutive days, except in the case of delays for product availability in which a reasonably equivalent alternative may be substituted without any undue expense or inconvenience to either party, the party not relying on the failure or delay, at its option, may terminate this Agreement.

26. *Governing Law.* This Agreement is a contract made under, and shall be governed by and construed in accordance with, the laws of the state of Michigan without giving effect to its choice-of-law principles. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Kent County of the state of Michigan, or the Western District Court of the United States sitting in Michigan, and each of the parties submits to and accepts generally and unconditionally the exclusive jurisdiction of those courts with respect to it and its property and irrevocably consents to the service of process in connection with any action or proceeding by personal delivery or by the mailing by registered or certified mail, postage prepaid to its address first set forth above. Nothing in this Agreement shall affect the right of any party to serve process in any other manner permitted by law. Each party irrevocably waives any objection to the laying of venue of any action or proceeding in the above described courts.

27. *Waiver.* No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced. Any waiver of any right or default shall be effective only in the instance given and shall not operate as or imply a waiver of a similar right or default on any other occasion. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy or future exercise thereof.

28. *Cost of Enforcement.* In the event of an action or claim for enforcement or damages related to a dispute or default under the provisions of this Agreement, the prevailing party shall be entitled to an award against the non-prevailing party of the prevailing party's costs and expenses incurred (including reasonable attorneys' fees) related to such action or claim.

29. *Survival.* The provisions of Paragraphs 8, 10, 12, 13, 14, 16, 17, 18, 19, and 23 shall survive the termination of this Agreement or any relationship between the parties for the period set forth in that Paragraph, and if not set forth, indefinitely.

30. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision is invalid and unenforceable as written, that provision will be deemed modified in a manner consistent with the intent of the original provision, so as to make it valid and enforceable. This Agreement, and the application of the provision to persons or circumstances other than those with respect to which it would be invalid or unenforceable, shall not be affected.

31. *Entire Agreement.* This Agreement, the attached Exhibits, if any, the attached Statement(s) of Work, if any, and the attached Managed Services Proposal(s), if any, sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no understandings, representations or agreements other than those set forth or otherwise incorporated herein.

32. *Amendment.* This Agreement may be modified or amended only by a writing signed by both parties.

33. *Counterparts; Facsimile.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or electronic version of this Agreement or of a signature of a party will be effective as an original.

IN WITNESS WHEREOF, the parties have read the above and hereby execute this Agreement as of the Effective Date.

SERVICE PROVIDER:

The KR GROUP, INC., a Michigan corporation

By: Matthew Keeler
Matthew Keeler
Its: President

CLIENT:

Rickfield Public School Academy
a

By: Nellmar Leonard
Nellmar Leonard
Its: Treasurer

EXHIBIT A

Statement(s) of Work

[see attached]

EXHIBIT B

Managed Services Proposal(s)

[see attached]