

Ednetics Connect™
High Performance Internet Service Agreement
3 Year

April 20, 2017
Forrest Bird Charter School
Ryan Zimmerle
614 S Madison Ave • Sandpoint, Idaho 83864-8724

CONTRACT NUMBER
EC-IDFBCS-20042017-2

470 APPLICATION NUMBER
170071032

SPIN
143008534

RFP NUMBER
Category 1 - Managed
Internet Service



Summary of Service and Charges

Ednetics Connect is high speed, high capacity internet service optimized to deliver voice, video and data. Reliability is ensured through proactive monitoring making it ideal for supporting district operations and curricular objectives.

Ednetics Connect™

3 Year Service Agreement

One Time Charges

Setup Fees	\$37,500.00
Estimated Taxes and Fees*	\$0.00

Total \$37,500.00

Monthly Charges

300 Mbit Internet Service	\$1,690.00
Estimated Taxes and Fees*	\$0.00

Total \$1,690.00

*Taxes are estimated based on current rates and are subject to change.

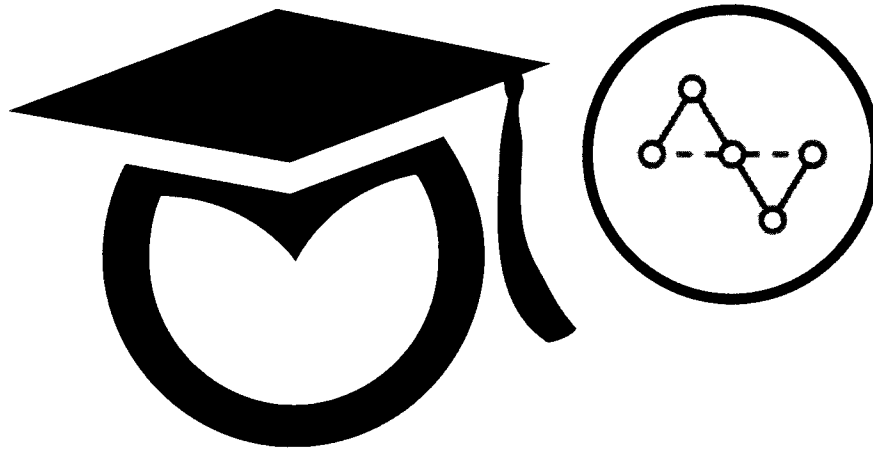
Estimated Charges After 70% E-rate Discount

One Time Charges	\$11,250.00
Monthly Charges	\$507.00

Estimated charges do not account for funding caps.

Bandwidth Options

Performance	Price Per Mbit	Monthly Charges	After 70% Discount
300 Mbit Internet Service	\$5.63	\$1,690.00	\$507.00
500 Mbit Internet Service	\$5.18	\$2,590.00	\$777.00
1 Gbit Internet Service	\$2.59	\$2,590.00	\$777.00



Ednetics Connect™

High Performance Internet Service

APPENDIX I | MASTER AGREEMENT

EXHIBIT A | EDNETICS ACCEPTABLE USE POLICY

EXHIBIT B | NOTICE TO PROCEED

ATTACHMENT A | EDNETICS CONNECT™

APPENDIX I | MASTER AGREEMENT

General Terms and Conditions

This Master Agreement ("Agreement") is between Ednetics and the entity identified as the customer ("Customer"), each referred to as a "Party" and collectively referred to as the "Parties." This Agreement consists of Service(s) Attachments ("Attachment(s)"), Service Order(s) and any forms or authorizations attached hereto and/or incorporated herein by reference and this Agreement. This Agreement will survive as long as there are working Service(s) associated with it. The Attachment(s) and Service Order(s) further describe the Service(s) Customer purchased and set forth any additional terms and conditions for those Service(s). In the event there is a conflict between this Agreement and the terms and conditions contained in an Attachment or Service Order, the terms and conditions in the Attachment(s) and/or Service Order(s) take precedence. The Parties agree to be bound by this Agreement and affirm that each have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names

- 1. Obligations of the Customer.** Customer agrees to provide all information, access, and support for timely installation and proper use of Service(s) and to comply with all of the terms and conditions of this Agreement. Customer also agrees that Customer's use of Service(s) will at all times be consistent with the terms outlined in Ednetics Acceptable Use Policy ("AUP") and will not be used in an unlawful manner and will be used in such a manner as to prevent damage to Ednetics network and equipment. Ednetics AUP is attached hereto as Exhibit A and is made a part of this Agreement by reference. Updates to Ednetics AUP will be made on the web site <https://portal.ednetics.com> and will apply to all Service(s). Customer agrees to accept a Material Staging Agreement, if required, provide all information required, access to the premises, support for timely installation, proper use of Service(s) and to comply with all terms and conditions of this Agreement. Customer acknowledges and accepts that not accepting the Material Staging Agreement may subject Customer to higher costs.
- 2. Customer Representations.** Customer warrants that they have the legal right and ability to enter into this Agreement and are authorized to act on behalf the school, library, or state/local government entity. Customer represents and warrants that Customer name and contact information is true and correct. Customer acknowledges and agrees that Ednetics relies on the information supplied by Customer and providing false or incorrect information may result in delays in the provision and delivery of Service(s) and the suspension or termination of Service(s). Customer agrees to promptly notify Ednetics whenever billing information changes, including, but not limited to, Customer's name, address, e-mail address, telephone number, and credit card information, if appropriate.
- 3. Term Commitment.** For each Service, the term commitment of the Service will begin the date Service is first installed and made available to Customer unless Customer advises Ednetics in writing that Service is in material non-compliance with the specifications contained in the Attachment(s) or Service Order(s), in which case the term commitment for that Service will not commence until such time as Ednetics and Customer mutually agree that the issues with Service have been resolved and will continue for the number of months/years set forth in the applicable Attachment(s) or Service Order(s) ("Initial Service Term").
- 4. Fees and Charges.** Customer shall pay for all Service(s) Ednetics supplies to Customer. Attachment(s) and Service Order(s) specify the fees Customer will pay for Service(s) during the Service Term. The fees on the invoice are categorized as "Monthly Charges" and "One Time Charges." Monthly Charges will be billed monthly in advance and One Time Charges shall be billed as they occur. "Other Charges" are generally actual usage charges such as international calls, directory assistance calls or bandwidth usage and may not apply to all services. Ednetics will bill Customer and Customer will be responsible for other legal charges including, but not limited to, federal and state universal service fund (USF), federal and state telecommunications relay service (TRS), state and county E911 surcharges, state and local sales taxes, and local utility taxes and any other applicable federal, state, county, or local taxes and fees. Customer's invoice will reflect all taxes and fees applicable to the Service(s) purchased.
- 5. Payment.** Ednetics will provide Customer with monthly invoices which will be due and payable thirty (30) days from the invoice date (the "Due Date"). For the purposes of billing and adjustments, Ednetics assumes there are thirty (30) days in a month. Although the invoice date is the 10th of each month, the charges reflected are for the period from the 1st through the 30th of the month. All Monthly Charges are billed one (1) month in advance and all One Time Charges for installation and/or changes of service are invoiced on the first invoice following the date charges were incurred. Your initial invoice could contain One Time Charges, pro-rated charges for partial month's services and Monthly Charges for services in advance and Other Charges which could be usage charges or any charges not categorized as Monthly Charges or One Time

Charges. A late payment fee may be applied on balances remaining unpaid thirty (30) days following the date of the invoice in the amount of one and one-half percent (1½%) per month of the amount of the unpaid balance from the date of invoice. Subject to any applicable state or federal regulations, in the event Customer has an outstanding balance of fees due and owing under this Agreement, Ednetics shall not be obligated to transfer transportable, toll-free, local or other numbers to another carrier. This may not apply to all Service(s). In addition to the remedies contained in this Agreement, Ednetics reserves its right in law and equity including, but not limited to, its rights under the Uniform Commercial Code.

- 6. Taxes.** Customer hereby acknowledges and agrees that all pricing for Service(s) and other charges due hereunder, including value added taxes, sales taxes, duties, fees, levies or surcharges (including where applicable Universal Service Fund or similar surcharges) imposed by, or pursuant to the laws, statutes or regulation of any governmental agency or authority, are the sole responsibility of Customer and shall be paid promptly when due by Customer and Customer agrees to indemnify and hold Ednetics harmless from any liability therefor. Except as set forth herein, all amounts payable by Customer under this Agreement shall be made without any deduction or withholding and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as will ensure that Ednetics actually received and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Notwithstanding the foregoing, a monthly Universal Service Fund charge shall be added to each applicable invoice for Service(s) based upon interstate total billed revenues, the amount of which shall be based upon the Federal Communications Commission assessment.
- 7. E-Rate.** This Agreement, including Attachment(s) and Service Order(s), begin upon their execution by both Ednetics and Customer and either (i) Customer's E-rate funding approval or (ii) Customer approval to proceed with service via a Notice to Proceed ("NTP"). Customer understands and agrees that One Time Charges and Monthly Charges are Customer's firm contractual obligation for the duration of this contract after customer receives E-rate funding or has given Ednetics an NTP for Service(s) without E-rate funding. The NTP is included with this agreement as Exhibit B and is made a part of this Agreement by reference.
- 8. Unauthorized Use of the Service(s).** Customer accepts full responsibility for the charges and fees invoiced by Ednetics for the provision of all Service(s) to Customer including, but not limited to, outbound and toll free Service(s), regardless of whether Customer authorized the use of the Service(s). Customer shall indemnify and hold Ednetics harmless from any and all costs, expenses, damages, claims or actions arising from any fraudulent or unauthorized use of Service(s). Customer shall not be excused from paying Ednetics for Service(s) provided to Customer or any portion thereof on the basis that fraudulent use of Service(s) comprised a corresponding portion of the Service(s) for which charges and fees are invoiced. In the event Ednetics discovers or reasonably believes that Service(s) are being used fraudulently, nothing contained herein shall prohibit Ednetics from taking immediate and all reasonable actions necessary to prevent the fraudulent use of the Service(s).
- 9. BACK-UP POWER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT IF ACCESS TO AND USE OF SERVICE(S) IS DESIRED OR REQUIRED DURING A POWER OUTAGE, CUSTOMER IS SOLELY RESPONSIBLE TO PROVIDE APPROPRIATE BACK-UP POWER TO ANY EQUIPMENT LOCATED ON CUSTOMER'S PREMISES TO THE EXTENT SUCH EQUIPMENT MAY BE USED TO ACCESS AND USE OR IS OTHERWISE RELATED TO THE USE OF SERVICE(S). EDNETICS SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE UNAVAILABILITY OF SERVICE(S) DURING A POWER OUTAGE AS A RESULT OF CUSTOMER'S FAILURE TO PROVIDE NECESSARY BACK-UP OR SECONDARY POWER FACILITIES FOR USE OF SERVICE(S).
- 10. Interruption of Service(s) Credit.** In the event there is any defect, error, omission, delay, mistake, interruption, suspension, or other failure in connection with furnishing Ednetics Service(s) or maintenance of the Service and the same is reported to and confirmed by Ednetics (an "Interruption"), the liability, if any, of Ednetics shall in no event exceed an amount equivalent to the proportionate charge to Customer for the affected Service for the time period during which the interruption occurred (the "Interruption Credit"). Ednetics shall not be liable nor shall any Interruption Credit be given to Customer for any Interruption which is: (i) caused by the willfulness or negligence of a third-party or any other entity other than Ednetics; (ii) due to failure of equipment and systems provided by Customer or any other entity; (iii) due to a force majeure event as set forth in Section 23 below; (iv) during periods when the Customer elects to use the Service(s) on an impaired basis; or (v) is the result of data services or data integrations interfaced with Ednetics Voice™. Ednetics will provide Interruption of Service(s) Credit based on seven hundred and twenty (720) hours in a thirty (30) day month. There is no credit applicable to the first two (2) hours after Customer notification is provided to Ednetics unless the reported trouble is determined to be due to the negligence of Ednetics or its

underlying carrier. Customer hereby acknowledges and agrees that its sole and exclusive remedy for an Interruption shall be an Interruption Credit. Exceptions to Interruption Credit applicability to Service(s) are detailed in the appropriate Service(s) Attachment.

- 11. Termination by Ednetics.** In the event Customer is in breach of any terms of this Agreement, Ednetics may provide written notice to Customer of such a breach, upon receipt of which Customer shall (i) have ten (10) days to cure such breach if the breach is due to Customer's non-payment of all undisputed charges by the Due Date or (ii) have thirty (30) days to cure all other breaches of this Agreement. If such breach is not cured by Customer to Ednetics satisfaction, in its sole discretion, within the applicable cure period set forth above, Ednetics may terminate this Agreement and the affected Attachment(s) and/or Service Order(s), in whole or in part, and discontinue its provision of Service(s) under this Agreement effective immediately pursuant to Section 12. Notwithstanding the foregoing, in the event Customer's use of Service(s) violates the Ednetics AUP, Ednetics may suspend the provision of Service(s) to Customer or terminate this Agreement and the affected Attachment(s) and/or Service Order(s), in whole or in part, effective immediately.
- 12. Termination by Either Party.** Either Party shall have the right to terminate Service(s) without liability including early termination fees in the following instances; (i) if Ednetics is prohibited from furnishing Service(s) under this Agreement. (ii) If Customer fails to obtain state or federal funding approval, through no fault of Customer; however, negotiations for a new agreement must be initiated. The requesting Party must provide thirty (30) days written notice to the other Party, which notice shall include a request to negotiate a new agreement. If negotiations for a new agreement are not successful and it was determined that the loss of state or federal funding was not the fault of Customer, Ednetics will waive Early Termination Fees. (iii) If any material rate or term contained herein is substantially changed by order of the highest court of any competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or other local, state, or federal government authority. This does not apply to a decrease in state or federal funding, although Customer may request to negotiate a new agreement as outlined in (ii). In all cases, Customer will remain responsible for payment of the Service(s) up to the effective date of termination.
- 13. Early Termination Due to Default.** If Service(s) are terminated by Customer or by Ednetics following an uncured default by Customer prior to the end of the Service Term, then commencing on the effective date of such termination, Customer will be subject to early termination fees equal to one hundred percent (100%) of the remaining value of the Agreement ("Early Termination Fees"). Customer and Ednetics acknowledge and agree that (i) the Early Termination Fees are a fair and reasonable estimate of damages that would occur in the event that the Agreement is terminated prior to the end of the Service Term; (ii) actual damages incurred by Ednetics as a result of the early termination of the Agreement would be difficult to determine; and (iii) the provisions regarding the Early Termination Fees in this paragraph are reasonable and appropriate measures of the damages for such early termination and not a penalty. Customer agrees to pay all such Early Termination Fees within thirty (30) days of Customer's notice of termination of Service(s) immediately upon receipt of Ednetics last invoice to Customer ("Final Invoice"). All requests to terminate Service(s) must be received, in writing to Ednetics, thirty (30) days prior to the termination effective date. A minimum of thirty (30) days will always be billed to Customer from the date that the termination notice is submitted.
- 14. Bill Disputes.** Customer's billing disputes or requests for adjustment, together with all supporting documentation, must be made in good faith and must be received in writing by Ednetics within thirty (30) days from the date of the invoice or Customer's right to raise such billing disputes is waived. Customer shall otherwise timely pay any undisputed amount. If Ednetics determines that a disputed charge was billed in error, Ednetics will issue a credit to reverse the amount incorrectly billed. If Ednetics determines the disputed amount was billed correctly, Ednetics will inform Customer of such determination and provide Customer with proof of correct billing. If Customer does not accept such proof as definitive, the dispute will be escalated for a supervisor review/resolution with Ednetics and Customer in accordance with this Agreement. In the event that the escalated dispute is resolved against Customer or in the event Customer accepts the foregoing proof as definitive (or if Customer fails to notify Ednetics within thirty (30) days that Customer does not accept proof as definitive), Customer shall pay the previously disputed amount within ten (10) days thereafter.
- 15. Resolution of Disputes.** Except as otherwise provided, any dispute, controversy or claim (individually and collectively referred to hereinafter as a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute and who is at the higher level of management than the persons with the direct responsibility for administration of the Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the

Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other shall be honored. If the Parties are unable to resolve issues related to the Dispute within thirty (30) days after a Party's request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled, whether at law or in equity.

- 16. Upgrades and Downgrades.** An "Upgrade" is defined as a change to Customer's existing Service(s) agreed to by Ednetics resulting in an increase in Customer's Monthly Charges and/or One Time Charges. Customer will be required to purchase the Upgrade for a term commitment that extends to the end of Customer's existing Term or the Customer may extend their term by providing written notification to Ednetics. A "Downgrade" is defined as a change to Customer's existing Service(s) or partial disconnect agreed to by Ednetics that will result in a decrease in Customer's Monthly Charges. If Customer Downgrades the Service(s) before the end of the Term and the Downgrade results in more than a fifteen percent (15%) decrease in the Monthly Charges on the Service(s) for which a Downgrade occurred, Ednetics, in its sole discretion, may charge Customer Early Termination Fees. Customer shall provide Ednetics with thirty (30) days prior written notice for all Downgrades. Any Downgrade of Service(s) must have a Term that extends at least to the end of the Customer's existing Term.
- 17. Ednetics Owned Customer Premises Equipment.** Any Equipment installed by Ednetics to perform or deliver Service(s) under this Agreement which was not purchased by the Customer, is the sole property of Ednetics and is referred to as "Ednetics CPE". Ednetics has the right to access, maintain, remove, replace or take any other action in connection with Ednetics CPE at any time for any reason. At all times, Customer shall: (i) refrain from physically tampering with or modifying Ednetics CPE, or authorizing another to do so; and (ii) provide Ednetics with reasonable, sufficient, and necessary access to Customer's facilities in order for Ednetics to fulfill its obligations under this Agreement. Customer shall provide Ednetics reasonable and necessary access to Ednetics CPE at all reasonable times in the event Ednetics needs to retrieve Ednetics CPE during or upon the expiration or termination of the applicable Service Term. Customer also agrees to cooperate with Ednetics in all communications with the landlord at the Customer's premises if requested by Ednetics even after the expiration or termination of the applicable Service Term so that Ednetics may retrieve physical possession of Ednetics CPE. Customer shall be responsible for any and all damages to Ednetics CPE caused by Customer or its end-users. Ednetics will not be responsible for any interference or interruption in Service(s) that are related to or caused by Customer CPE. Customer is responsible for the initial and ongoing configuration of any equipment provided by Customer. If any equipment provided by Customer is not compatible or may not be used with the Service(s) and Customer terminates this Agreement or Service(s) as a result, Customer will be responsible for all Non-Recurring Charges for Service(s) that are noted on the Service Order(s) as well as any third-party costs Ednetics may have incurred.
- 18. Limitation of Liability.** Ednetics shall not be liable or responsible for any of the following: (i) the content of the information passing over Ednetics network; (ii) the Internet or any information contained thereon; (iii) unauthorized access to Customer transmission facilities or to Customer owned equipment; (iv) unauthorized access or damage to, alteration, theft, destruction or loss of customer records or data; (v) claims for damages caused by Customer through fault, negligence or failure to perform Customer's responsibilities; (vi) claims against Customer by any other party; or (vii) any act or omission of any other party furnishing services to Customer, or the installation and/or removal of any and all equipment supplies by any other services provider; or (viii) incorrect publication of listings or phone number in the directory, if applicable. Notwithstanding the foregoing, the liability of Ednetics, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service(s) or equipment provided by Ednetics, if any, or for breach or warranties set forth in this Agreement, shall in no event exceed the Monthly Charges for Service(s) that are the subject of the claim. IF ANY LIABILITY IS IMPOSED ON EDNETICS, SUCH LIABILITY SHALL BE LIMITED AS PROVIDED IN THIS AGREEMENT, WHICH SHALL BE EDNETICS SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY PERFORMANCE, NON-PERFORMANCE, OR NEGLIGENCE OF EDNETICS UNDER THIS AGREEMENT. EDNETICS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR OR WITH RESPECT TO ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR FOR THE LOSS OF REVENUE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF PROSPECTIVE OR POTENTIAL BUSINESS OR ECONOMIC LOSS OF ANY KIND FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER EDNETICS IS INFORMED OF THEIR POSSIBILITY.
- 19. Liability of Customer.** In the event any claim, demand, lawsuit or liability is made or asserted against Ednetics or any of the officers of Ednetics by any third-party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of Customer, then, and in such event, Customer shall

indemnify, defend and hold harmless Ednetics and its officers, agents and representatives of and from any and all such claims, demands, causes of actions and liability, including the payment of reasonable attorneys' fees to defend such action. Additionally, Customer shall reimburse Ednetics for damage to Ednetics communications facilities including those due to any malfunction of any facilities or equipment provided by an entity other than Ednetics.

- 20. Warranties.** EDNETICS DOES NOT WARRANT UNINTERRUPTED OPERATION OF THE SERVICE(S) AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES NOT MADE IN THIS AGREEMENT, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EDNETICS DOES NOT WARRANT AND DOES NOT ASSUME ANY LIABILITY FOR ANY CONSEQUENCES SUFFERED BY ANY PERSON AS A RESULT OF OBTAINING INTERNET ACCESS INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM INTERNET CONTENT OR FROM COMPUTER VIRUSES.
- 21. Safeguarding Customer Proprietary Network Information.** Ednetics considers Customer Proprietary Network Information ("CPNI") as confidential. Ednetics will not share information specific to our Customers and/or their network with anyone other than the authorized representative(s) of Customer unless Customer sends written authorization to their Ednetics account manager. Such Letter of Authorization (LOA) must be signed by Customer's authorized representative stating the information Ednetics is to provide and to what party and/or company Ednetics is to disclose the information to upon request. This procedure extends during the term of the contract and will continue after the contract expires.
- 22. Transfer and Assignment.** Customer may not sell, assign or transfer any of Customers rights or obligations under this Agreement without Ednetics prior written consent. Ednetics may assign this Agreement upon notice to Customer.
- 23. Force Majeure.** Any delay, interruption or nonperformance of any provision of this Agreement on the part of Ednetics caused by conditions beyond Ednetics reasonable control shall not constitute a breach of this Agreement and the time for performance of such provision shall be deemed to extend for a period equal to the duration of the conditions preventing performance. Such examples include, but are not limited to, acts of God, acts of civil or military authority, terrorist acts, riots, insurrections, epidemics, power blackouts, fire, explosion, vandalism, cable cut, adverse weather conditions, earthquakes, nuclear accidents, floods, governmental action, moratoriums or injunctions related to the construction and shortage of labor and materials (collectively a Force Majeure Event).
- 24. Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the state Customer is located in and venue for any actions arising under this Agreement shall be in the courts of county jurisdiction or the state Customer is located in, as appropriate.
- 25. Non-Disclosure and Publicity.** Customer shall not disclose to any third party the terms and conditions of this Agreement without the prior written consent of Ednetics, except as required by law.
- 26. Entire Agreement.** This Agreement is the complete agreement between the Parties, concerning any telecommunications and/or Internet Service(s) provided by Ednetics hereunder, and replaces any prior oral or written communications between the Parties. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement.
- 27. Addition/Modification.** This Agreement and all attachments may only be modified, amended or waived through an amendment signed by an authorized employee of each Party.
- 28. Severability.** In the event that any of the terms of this Agreement, which includes all attachments, or the applications of any such term shall be invalid by any court of any competent jurisdiction, the remaining terms of this Agreement or their application shall not be affected thereby and shall remain in full force and effect.
- 29. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute an Agreement. Facsimile signatures and electronic signatures (including electronically transmitted signed documents) shall be accepted and treated the same as an original.
- 30. 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 (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) upon the first business day following deposit if sent by overnight delivery by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice.

Please complete this information.

Notices to Ednetics:

Ednetics, Inc.
Attn: Susan Lamb
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 619-2679
F (208) 619-4161

With a copy to:

Ednetics, Inc.
Attn: Jenny George
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 777-4709
F (208) 777-4708

If to Customer:

The Parties have caused this Master Agreement to be executed by their respective duly authorized representatives as of the last date signed below ("Effective Date").

EDNETICS, INC.

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER

By: Ryan Zimmerle
Name: RYAN Zimmerle
Title: I.T. Director
Date: 04/21/2017

EXHIBIT A | EDNETICS ACCEPTABLE USE POLICY

- 1. General.** Ednetics does not actively monitor nor does Ednetics exercise editorial control over the content of any web site, electronic mail transmission, mailing list, News Group or other material created or accessible over Ednetics network. However, Ednetics reserves the right to remove any materials that, in Ednetics sole discretion, are potentially illegal, may subject Ednetics to liability, or violate this Acceptable Use Policy ("AUP"). Such material may include, but is not limited to, material that is inappropriate, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent. Any violation of this AUP may result in the suspension or cancellation of Ednetics Service(s) without liability to Ednetics. Channeling any part of any such activity through Ednetics network resources shall constitute a violation of this AUP.
- 2. SPAM.** Ednetics prohibits the transmission, distribution or storage of unwanted or offensive content. Prohibited transmissions include without limitation, viruses, Trojan horse programs, messages which include character sequences intended to control the recipient's computer or display screen, make money fast schemes, pyramid or chain letters, fraudulent offers, threats, harassment, defamation, postings to a newsgroup in violation of its rules, charter or FAQ, unsolicited advertising (whether commercial or informational) and unsolicited e-mail ("SPAM"). Ednetics strongly opposes SPAM which floods the Internet with unwanted and unsolicited e-mail and deteriorates the performance and availability of the Ednetics network. All forms of SPAM and all activities that have the effect of facilitating SPAM are strictly prohibited. Violation of this provision will result in termination of any applicable Service Order(s) and/or Customer's entire Agreement. In the event any of the above occurs, Ednetics will provide notice pursuant to Section 11 of the Master Agreement and assist Customer where possible; however, if such prohibitive activities have the immediate potential to harm Ednetics network or are harming Ednetics network and/or other customers are experiencing issues due to the above activities, Ednetics, in its sole discretion, will take any action it deems necessary to prevent the transmission, distribution or storage of SPAM and to protect its network.
- 3. Unlimited Voice Services.** Customer agrees to use the unlimited service plan for traditional voice or fax calling of duration comparable to that of an average business customer. Customer agrees they will not employ methods, devices or procedures to take advantage of the unlimited service plan by using the voice or fax services excessively or for means not intended by Ednetics. Excessive use is defined by Ednetics as use that substantially exceeds the average call duration used by all other Ednetics unlimited voice service plans caused by excessive local number conference calling, monitoring services, data transmissions of broadcasts or transmission of recorded material. Ednetics has the right to terminate Customers' Service if, in its sole discretion, Ednetics determines that that Customer's use of the unlimited plan violates this prohibition or is otherwise "unreasonable" or results in abuse of the unlimited minute service plan.

 - a. Examples of "unreasonable" use are:
 - i. Re-sell, re-brand, re-supply, re-market or commercially exploit the unlimited service plan, without written consent, in order to aggregate traffic from more than one customer over an unlimited line or trunk;
 - ii. Set-up routing functionality such that only outbound long-distance traffic is sent over the unlimited service; or
 - iii. Engage in any other conduct, which is fraudulent or results in significant network congestion or degradation.
 - b. Examples of "abusive" use are:
 - i. Autodialing;
 - ii. Continuous, repetitive or extensive call forwarding;
 - iii. Continuous call session connectivity;
 - iv. Fax broadcasting;
 - v. Fax blasting;
 - vi. Telemarketing; or
 - vii. Autodialing;
- 4. Lawful Purposes Only.** Customer may use Ednetics Services for lawful purposes only. Customer may not use Ednetics Service or equipment in any way that is illegal, improper, or inappropriate. Illegal, improper or inappropriate uses of Ednetics Services and/or equipment include the following:

 - a. Interfering with the ability to provide service to the Customer or other customers;
 - b. Use of the Service to threaten, abuse, harass, defame, deceive, defraud, interfere or invade another's privacy or engage in any similar behavior;
 - c. Use of the Service to impersonate another person, send bulk unsolicited messages, use data mining

techniques, or other automated devices or programs to catalog, download, store, or otherwise reproduce or distribute information from Ednetics or use any automated means to manipulate the service; or

- d. Use the Service for transmitting or receiving any communication or material of any kind which would constitute a criminal offense, give rise to a civil liability, or otherwise violate and applicable local, state, national or international law or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.
5. **Right of Termination.** Ednetics reserves the right to terminate the Service immediately and without advance notice if Ednetics, in its sole discretion, believes that Customer has violated any of the above restrictions.
6. **Theft of Service.** Customer may not use or obtain the Service in any manner that avoids Ednetics policies and procedures, including an illegal or improper manner. Customer will notify Ednetics immediately in writing if Customer believes the Service is stolen, used fraudulently, or otherwise being used in an unauthorized manner. If Customer notifies Ednetics of one of these events, Customer must provide an account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of the Service.
7. **Revisions to this Acceptable Use Policy.** Ednetics reserves the right to revise, amend, or modify this AUP at any time in any manner. Any revision, amendment, or modification will be effective ten (10) days after Ednetics publishes such revision, amendment, or modification. Your continued use of our Services after such revision, amendment, or modification shall constitute your acceptance of the modifications to the AUP. Therefore, it is important that you review this AUP from time to time. IT IS YOUR RESPONSIBILITY TO CHECK EDNETICS PORTAL AT <https://portal.ednetics.com> REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE. If you have questions about the AUP, or about your rights and responsibilities, please contact your Account Manager.

EXHIBIT B | NOTICE TO PROCEED

The Ednetics Services Contract(s) begins upon its execution by Ednetics and Customer plus Customer's approval to proceed with service by executing this Notice to Proceed. This Notice to Proceed acts as Customer's Contract activation and Customer's firm approval to proceed with service delivery activities and will be considered as such upon execution by Customer's authorized party below. By signing this form, you are providing consent to proceed with the following Contract(s):

Service Name	Description	Contract #	Customer Requested Start Date
Ednetics Connect	Internet Service	EC-IDFBCS-20042017-2	07/01/17

Upon receipt of the signed Contract and the signed Notice to Proceed, Ednetics will begin the work necessary to deliver your services. Changes to an Ednetics Network Estimated Service Order will reflect in the Final Service Order. If there are no changes to the Ednetics Network Estimated Service Order, it will become final and invoiced at service delivery.

Customer further understands and agrees that that one-time charges and recurring charges are Customer's firm contractual obligation for the duration of this Contract whether Customer does or does not receive E-Rate funding. If Customer cancels this Notice to Proceed, there may be termination fees.

Ryan Zimmerle
CUSTOMER REPRESENTATIVE SIGNATURE

RYAN Zimmerle
CUSTOMER PRINTED NAME

I.T. Director
CUSTOMER TITLE

04/21/2017
DATE

ATTACHMENT A | EDNETICS CONNECT™

Ednetics Connect™ is a suite of high performance network services consisting of Connect™ Internet, Connect™ Wide Area Network ("WAN"), and Connect™ Transport, collectively referred to as Service(s). In the event there are differences between the Service(s), those differences, if any, will be identified below. Ednetics does not monitor or exercise editorial control over the content of any information traveling over WAN or Transport. Ednetics does provide basic firewall services for Internet.

1. **Service(s).** For purposes of this Agreement, "Service(s)" shall mean Ednetics Connect™ and the use of Ednetics equipment and services integral to performance and/or delivery of the Service(s) under this Agreement. Service(s) shall also refer to the Ednetics provided demarcation point between Customer's local area network ("LAN") and Ednetics wide area network ("WAN"). Specifically, the demarcation point is represented by a router and provides a physical demarcation ("Demarc") between Customer's LAN and Ednetics WAN. Ednetics is responsible for network on the WAN side of the Demarc and Customer is responsible for network on the LAN side of the Demarc.
2. **Definitions.**
 - a. Connect™ Internet is an all inclusive broadband service.
 - b. Connect™ Wide Area Network (WAN) is transport connecting locations together in a WAN.
 - c. Connect™ Transport is transport in a point-to-point configuration.
3. **Acceptable Use Policy.** Ednetics reserves the right to revise, amend, or modify ("Update") the Acceptable Use Policy ("AUP") at any time and in any manner. Any Update will be effective ten (10) days after Ednetics publishes such Update. Your continued use of the Services after such Update shall constitute your acceptance of the Update. Therefore, it is important you review the AUP from time to time. It is your responsibility to check the website at <https://portal.ednetics.com> regularly, as all or any part of this AUP may change without notice. If you have any questions about the AUP or about your rights and responsibilities, please contact your Account Manager. Ednetics AUP is attached to the Master Agreement as Exhibit A and made a part of this Agreement by reference.
4. **Fraud and Network Security.** In no event will Ednetics be liable for protection of Customer's network, transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration of, theft or destruction of Customer's data files, programs, procedure, and information or other network elements or content through fraudulent means or devices.
5. **Traffic Limitation.** Ednetics Connect™ may only be used in conjunction with Service(s) purchased from Ednetics. Notwithstanding anything in this Agreement to the contrary, no data traffic shall traverse Ednetics network unless such traffic originates from or is destined for Customer.
6. **Service Availability.** Ednetics is committed to providing reliable, high-quality Service(s) to Customers. Ednetics warrants that Ednetics Connect™ will be available on a continuous, twenty-four hours per day, seven days a week basis.
7. **Early Termination for Convenience.** If Service(s) are terminated by Customer for convenience prior to the end of the Service Term, then commencing on the effective date of such termination, Customer will be subject to early termination fees equal to one hundred percent (100%) of the remaining value of the Agreement ("Early Termination Fees"). Customer and Ednetics acknowledge and agree that (i) the Early Termination Fees are a fair and reasonable estimate of damages that would occur in the event that the Agreement is terminated prior to the end of the Service Term; (ii) actual damages incurred by Ednetics as a result of the early termination of the Agreement would be difficult to determine; and (iii) the provisions regarding the Early Termination Fees in this paragraph are reasonable and appropriate measures of the damages for such early termination and not a penalty. Customer agrees to pay all such Early Termination Fees within thirty (30) days of Customer's notice of termination of Service(s) immediately upon receipt of Ednetics last invoice to Customer ("Final Invoice"). All requests to terminate Service(s) must be received, in writing to Ednetics, thirty (30) days prior to the termination effective date. A minimum of thirty (30) days will always be billed to Customer from the date that the termination notice is submitted.
8. **Term Renewal.** Upon expiration of the Initial Service Term and as long as Customer is not in default of the terms of this Agreement, Customer may extend their Service(s) under the same terms and conditions as their initial term for a period of one (1) additional three (3) or five (5) year term, as applicable, upon notification to Ednetics in writing at least thirty (30) days prior to the expiration of the Service Term.

Your initials below indicate acceptance of the product specific Terms and Conditions.

CUSTOMER

Initials: fz