
Managed Wide Area Network Agreement

THIS AGREEMENT is made and entered into by and between **Tek-Hut, Inc.** an Idaho corporation ("Provider") and Mountain Home School District, ("Customer").

RECITALS

WHEREAS, Provider is in the business of providing Managed Wide Area Network Services ("WAN Services"); and

WHEREAS, Customer desires to enter into an agreement whereby Provider will provide Managed Wide Area Network Service.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties, for themselves, their successors and assigns, do hereby agree as follows:

1. Scope of the Work. Provider shall provide WAN Services to Customer at locations defined in "Service Order Exhibit A". Provider will provide a 10/100/1000 or 10Gbps Ethernet router with customer uplink ports to utilize the WAN Services.
2. Contract Price. Customer agrees price will be expressed as a monthly service fee, for the Services and shall be set forth in the applicable Service Order Exhibit. The sum of the attached service order is \$8,000 per month for a period of 60 months, for a total contract price of \$480,000 ("Contract Price").
 - a. All charges shall be payable monthly within 30 days of receipt of an undisputed invoice by Customer.
3. Term of Contract. The term of this contract shall be for an initial period of 60 months, commencing on the or before the 1st day of July, 2020, and continuing until the 30th day of June, 2025, at which time this contract shall expire. Upon expiration of the Term, this Agreement shall be automatically renewed for an additional (3) 36 month periods of time on the terms and conditions identical to those defined in this agreement unless terminated by not less than (3) months prior written notice given by either Party to the other.
4. Termination. Customer understands and agrees that Provider has and will continue to incur certain costs and/or expenses related to the Managed Wide Area Network to be provided to it by Provider pursuant to this Agreement, even should the Customer discontinue use of said WAN or elect to terminate this Agreement prior to its expiration. Therefore, in the event Customer elects to terminate this Agreement prior to June 30th, 2025, it agrees to pay to Provider the sum of 100% of the balance due and owing

pursuant to paragraph 3 above at the time of termination.

5. Bandwidth. Bandwidth will be provided via Ethernet Hand-off, and speeds are defined in attached Service Order Exhibit A.
6. Installation Fee - One time setup fee of \$0.
7. Responsibility of Tek-Hut. In addition to the responsibilities of Tek-Hut as identified herein, Tek-Hut shall provide:
 - a. Internal Routing and QoS(Quality of Service);
 - b. Support on edge routing infrastructure;
 - c. Monitoring of Customer's network traffic;
 - d. Customer notification of outages;
8. Responsibility of Customer. In addition to Customer responsibilities identified herein, the Customer shall provide or be responsible for:
 - a. any equipment and/or labor necessary for the configuration of the equipment and hardware necessary to utilize the Wide Area Network Services, as well as any costs, charges or fees associated therewith;
9. Outages. Provider shall not be responsible for any cost and/or expenses incurred by the Customer as a result of an outage or failure of the Managed Wide Area Network to be provided by Provider.
10. Binding Effect. The provisions of this contract shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.
11. Attorney's Fees. If a suit, action or proceeding is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover all costs and attorney's fees from the non-prevailing party.
12. Venue. The venue of any action arising out of the execution or breach of this contract shall be in the District Court of Twin Falls County, Idaho.

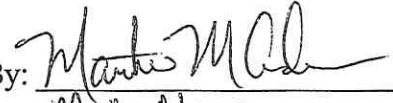
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"PROVIDER"
Tek-Hut, Inc

By: 
Nate Bondelid, President

Date: 3/18/20

"CUSTOMER"
Mountain Home SCHOOL DISTRICT

By: 
Matt Adams
Its: Director of Technology

Date: 3/18/2020

Service Order Exhibit A
Site-Specific Information

1. Site Name: MHSD District Office
Order Type (New, Renew, Change): NEW
Service Location: 470 N. 3rd E.
Bandwidth: 10Gbps
Monthly rate: \$1000
Service: Managed Wide Area Network

2. Site Name: Mountain Home High School
Order Type (New, Renew, Change): NEW
Service Location: 300 S 11th E.
Bandwidth: 10Gbps
Monthly rate: \$1000
Service: Managed Wide Area Network

3. Site Name: Mountain Home Junior High
Order Type (New, Renew, Change): NEW
Service Location: 1600 E 6th S
Bandwidth: 10Gbps
Monthly rate: \$1000
Service: Managed Wide Area Network

4. Site Name: Hacker Middle School
Order Type (New, Renew, Change): NEW
Service Location: 550 E Jackson St.
Bandwidth: 10Gbps
Monthly rate: \$1000
Service: Managed Wide Area Network

5. Site Name: West Elementary School
Order Type (New, Renew, Change): NEW
Service Location: 415 W. 2nd N
Bandwidth: 10Gbps
Monthly rate: \$1000
Service: Managed Wide Area Network

6. Site Name: East Elementary School
Order Type (New, Renew, Change): NEW
Service Location: 775 N. 10th E
Bandwidth: 10Gbps
Monthly rate: \$1000
Service: Managed Wide Area Network

7. Site Name: North Elementary School
Order Type (New, Renew, Change): NEW
Service Location: 290 E. 12th N.
Bandwidth: 10Gbps
Monthly rate: \$1000
Service: Managed Wide Area Network

8. Site Name: Stephenson Elementary School
Order Type (New, Renew, Change): NEW
Service Location: 200 Gunfighter Ave.
Bandwidth: 1000Mbps
Monthly rate: \$1000
Service: Managed Wide Area Network

40Gbps upgrade available in town at \$1250 per month per location

