

Ednetics Network™

57 Month Managed Service Agreement

October 2, 2019
Palouse Prairie Educational Organization

Debbie Berkana, Business Manager
1500 S Levick Street • Moscow, ID 83843



Summary of Service and Charges

Ednetics Network is a fully managed service for the operation, management and monitoring of switched networks, wireless infrastructure and critical systems for the delivery of internal broadband services.

Ednetics Network provides the ultimate in flexibility for managed network services to best fit the unique needs of each customer. It allows for the management of existing customer network infrastructure, the provisioning of a network as a service or a combination of both.

Ednetics Network offers proactive, round the clock monitoring and management to ensure the highest level of reliability and is backed by the award winning Ednetics team.



Ednetics Network™

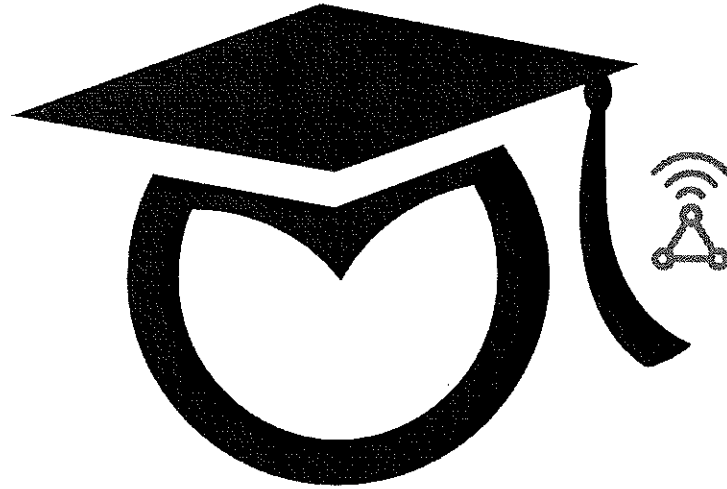
57 Month Service Agreement

Year 1 Pricing | October 1, 2019 through June 30, 2020

Managed Internal Broadband Services	\$5,550.00
Total Year 1 Pricing	\$5,550.00

Years 2 – 5 | Annual Pricing – July 1, 2020 through June 30, 2024

Managed Internal Broadband Services	\$7,350.00
Total Years 2 – + Annual Pricing	\$7,350.00



Ednetics Network™

Managed Network Services

APPENDIX I | MASTER AGREEMENT

EXHIBIT A | EDNETICS ACCEPTABLE USE POLICY

EXHIBIT B | NOTICE TO PROCEED

ATTACHMENT D | EDNETICS NETWORK™

EXHIBIT A | NETWORK SERVICE AGREEMENT

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 or Annual Charges" and "One Time Charges." Monthly Charges will be billed monthly in advance, Annual Charges will be invoiced at the beginning of each Agreement Year, 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 invoices at defined intervals, as determined by the underlying Service Product Attachment. Invoices are due and payable thirty (30) days from the invoice date (the "Due Date"). In addition to Monthly or Annually recurring invoices, Customer may receive One-Time Charge invoices for fees relating to the installation of new equipment incorporated into the underlying Service, as well as Support and other moves, adds or changes. The rate for these charges, if any, will be identified within each Product Attachment. 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. 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 13. 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 Customer's 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:	With a copy to:	If to Customer:
Ednetics, Inc.	Ednetics, Inc.	-----
Attn: Lisa Tucker	Attn: Jenny George	-----
971 S. Clearwater Loop	971 S. Clearwater Loop	-----
Post Falls, Idaho 83854	Post Falls, Idaho 83854	-----
T (208) 619-2679	T (208) 777-4709	-----
F (208) 619-4161	F (208) 777-4708	-----

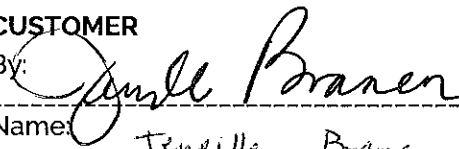
The Parties have caused this Master Agreement to be executed by their respective duly authorized representatives as of the last date signed below ("Effective Date").

EDNETICS, INC.

By: Colby Van Vooren
Colby Van Vooren (Oct 4, 2019)

Name: Colby Van Vooren
 Title: Director of Sales
 Date: 10/4/2019

CUSTOMER

By: 

Name: Jeneille Brannen
 Title: Director
 Date: 10/3/19

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

This Notice to Proceed acts as Customer's Contract activation and receipt of Customer's firm approval to proceed with any 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 for Ednetics to proceed with the following Contract(s):

Service Name	Description	Contract #	Customer Requested Start Date
Ednetics Network	Base Contract	EN-57-IDPPEO-021019	10/1/19

Upon receipt of the signed Contract and signed Notice to Proceed, Ednetics will begin the work necessary to deliver your services.

Customer further understands and agrees any one-time installation charges, and all monthly or annually recurring charges as defined within the Contract(s), are Customer's firm contractual obligation for the duration of the Contract(s), whether Customer does or does not receive E-Rate funding, when applicable. If Customer cancels this Notice to Proceed, termination fees may apply, as referenced in the Terms and Conditions of the Contract.

Palouse Prairie Educational Organization

Amel Branen

 CUSTOMER REPRESENTATIVE SIGNATURE

Jenelle Branen

 CUSTOMER PRINTED NAME

Director

 CUSTOMER TITLE

10/3/19

 DATE

ATTACHMENT D | EDNETICS NETWORK™

For purposes of this Attachment, the term Service(s) shall mean a variety of products and services available for use in transporting information within customer designated facilities as furthered defined in Section 1. Ednetics service(s) include equipment and service(s) integral to performance or delivery of Service(s) under this Attachment, such as maintenance and technical support. Ednetics will provide Service(s) as referenced in accordance with the terms of the Master Agreement and this Attachment.

1. **Ednetics Network™ Packages.** Ednetics Network™ is available in three different packages: Ednetics Network™, Ednetics Network™ Wide Area Network (WAN), and Ednetics Network™ Wireless Local Area Network (WLAN). Collectively, these packages are referred to as Service(s) or Ednetics Network™ Service(s).
 - a. Ednetics Network™ is an enhanced support and management service for the delivery of broadband services within a customer's facilities. Ednetics Network™ provides technical support, proactive monitoring and management of customer owned infrastructure and/or provisioned network services. Ednetics Network™ includes remote support for moves, adds and changes to existing network infrastructure, network documentation control, configuration management, configuration backup and equipment failure support.
 - b. Ednetics Network™ Wide Area Network (WAN) is an enhanced support and management service for the delivery of broadband services within a customer's WAN facilities. WAN provides the management and operations of customer owned infrastructure used to light self-provisioned or dark fiber networks. WAN includes remote support for moves, adds and changes to existing WAN network hardware, network documentation control, configuration management, configuration backup and equipment failure support.
 - c. Ednetics Network™ Wireless Local Area Network (WLAN) is an enhanced support and management service for Customer owned Meraki wireless network. WLAN covers the operation, configuration, and maintenance for the Meraki Dashboard and associated Meraki hardware. Switch ports and uplinks to Customer's LAN are the responsibility of Customer to maintain unless otherwise identified within a service order.
2. **Supported Infrastructure Eligibility.** Customer acknowledges in order to receive the full monitoring and support benefits as outlined in Section 1, infrastructure and/or equipment must support SNMP V2 or SNMP V3 and must be manufactured by the following:
 - a. **Switching:** Cisco, Cisco Meraki, Hewlett Packard Enterprise (HPE)
 - b. **Wireless:** Cisco, Cisco Meraki, Hewlett Packard Enterprise (HPE)
 - c. **Routers:** Cisco ISR, Cisco ASR
 - d. **Security:** ASA, FTD, Cisco Meraki MX
3. **Agreement Year.** The Agreement Year begins on the date identified on Customer's completed Notice to Proceed (NTP). Service(s) will be invoiced annually on the anniversary of the Agreement Year for the remainder of the Contract term.
4. **Equipment Procurement.** Ednetics Network allows Customer to procure new equipment through this contract. Procurement includes, but is not limited to, firewalls, network switching equipment, wireless controllers, wireless access points, servers and associated software licensing as required to provide a complete solution. All equipment must be purchased for ownership and use by the customer identified in this contract. Pricing for the procurement of network equipment is as follows:
 - a. **Data Cabling.** Customer may procure data cabling from Ednetics as needed based on the rates identified in this contract.
 - b. **American Power Conversion (APC).** Customer may procure APC uninterruptable power supply (UPS) equipment at a minimum discount rate of ten percent (10%) off of the published list price for the duration of this contract.
 - c. **Tripp Lite.** Customer may procure Tripp Lite UPS equipment and accessories at ten percent (10%) off of published list price for the duration of this contract.
 - d. **Cisco Systems.** Customer may procure Cisco equipment at a minimum discount rate of thirty-five percent (35%) off of the published list price for the duration of this contract.
 - e. **HPE/Aruba.** Customer may procure Hewlett Packard Enterprise/Aruba switch and wireless equipment at a rate of twenty-five percent (25%) off of the published list price for the duration of this contract.

- f. **Ednetics.** New service procurement will include installation and configuration costs for new services based on a scope of work identified in the Service Order(s) using a rate of one hundred and fifty dollars (\$150) per hour unless otherwise stated.
5. **New Equipment.** Customer may choose to either self-install or contract with Ednetics to configure and install any new equipment supported by the Service(s) as defined in Section 1. Once new equipment has been installed into the customer network it will be supported under this agreement as part of the managed network service upon notification of completion from Customer. Customer understands Ednetics will only support legitimately sourced equipment purchased through an authorized reseller of said equipment.
6. **Service Provisioning.** Ednetics Network allows for the provisioning of network infrastructure as a Service. This includes, but is not limited to, network switch equipment, wireless access points, wireless controllers, firewalls, servers, associated software licensing and installation services as required to provide a complete solution. All provisioned services, other than Network Accessories and Data Cabling identified below, are used to provide the Service(s) and remain the property of Ednetics for the duration of the Agreement term. Full ownership of all provisioned equipment will transfer to the Customer at the end of the Agreement term. All provisioned services are subject to the Ednetics Network Support Agreement "NSA" referenced in Section 12 and attached hereto as Exhibit A. All provisioned services require acceptance of a Service Order(s) for each instance.
 - a. **Network Accessories.** Customer may provision network accessories from Ednetics as needed to support the delivery of internal broadband service. These accessories include items such as, patch cables, UPS equipment, network racks, etc. All accessories are owned by Customer at time of payment and are not subject to the Ednetics NSA nor considered the property of Ednetics.
 - b. **Data Cabling.** Customer may provision data cabling from Ednetics as needed to support the delivery of internal broadband service. Data cabling is invoiced as either an initial one-time charge or an annual charge as described in Section 8. All data cabling is owned by Customer at time of payment and is not subject to the Ednetics NSA nor considered the property of Ednetics.
 - c. **Cisco Systems.** Customer may provision Cisco equipment at a rate of thirty-five percent (35%) off of the published list price for the duration of this contract.
 - d. **HPE/Aruba.** Customer may provision Hewlett Packard Enterprise/Aruba switch and wireless equipment at a rate of twenty-five percent (25%) off of the published list price for the duration of this contract.
 - e. **Ednetics.** New service provisioning will include installation and configuration costs for new services based on a scope of work identified in the Service Order(s) using a rate of one hundred and fifty dollars (\$150) per hour unless otherwise identified.
7. **Ednetics Network™ Pricing Structure.** Customer must purchase Service(s) as an entire organization (i.e. School District). Pricing for Service(s) will be structured as follows.
 - a. **K-12 Education.** Service(s) pricing is determined as a cost per student on an annual basis. Pricing may be adjusted upward annually based on enrollment data identified in customer's E-rate 470 / 471 application preceding the agreement year by up to six (6) months. If customer has not filed a 470 or 471 application, any public enrollment data preceding the agreement year may be used.
 - b. **Non K-12.** Service(s) pricing is set forth at the start of the Agreement. Pricing may be adjusted upwards if new facilities are added during the Agreement period.
8. **Provisioning Pricing Structure.** Ednetics Network™ Service Orders may be paid in advance or paid annually in equal payments over the Service Order term.
9. **Prices.** Prices do not include applicable taxes, insurance, or third-party setup fees, services or materials unless specifically stated. Prices are guaranteed for one hundred and eighty (180) days from the proposal date unless otherwise stated. Supply is subject to availability. Ednetics does not bill shipping charges unless otherwise stated.
10. **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 upon notification to Ednetics in writing at least thirty (30) days prior to the expiration of the Service Term.

11. **Early Termination of Network Services and/or Provisioned Service(s) Orders.** Early termination, with or without cause, will result in Early Termination Fees equal to one hundred percent (100%) of the remaining value of the Agreement(s) and any associated Service Orders. Customer must provide written notice of their intent to terminate this Agreement at least thirty (30) days prior to the requested termination date.
12. **Network Support Agreement (NSA).** Ednetics NSA identifies performance guaranties for Ednetics Network™. The NSA is applicable to Ednetics Network™ Service(s) and provisioned services only. Warranty of Customer owned hardware is not provided. For additional information please refer to Ednetics NSA attached hereto as Exhibit A and incorporated herein by reference.
13. **Equipment Warranty.** Warranty of customer owned or procured equipment is not provided in this contract. Customer may choose to obtain manufacturer equipment warranties at an additional cost.
14. **Software Updates.** If, during the course of normal troubleshooting, it is determined a software update needs to be performed to fix a defect, Ednetics will perform the upgrade as part of the agreement, provided the device is entitled to the update by the manufacturer. Any software updates requested outside of the course of troubleshooting would not be covered under this Agreement.
15. **Moves, Adds and Changes.** Ednetics Network™ includes services for remote support of all moves, adds and changes as required for the operation of customer's network infrastructure.
16. **Installation Services.** Ednetics Network™ does not include the physical installation or initial configuration of new equipment. New equipment may be self-installed by Customer, installed by Ednetics at the rates identified in this Agreement, or installed as part of a project outside of this Agreement. Self-Installed equipment will be supported under the Network Support Agreement (NSA) once Customer provides the make, model, IP address, and credentials of the device(s) to be supported to Ednetics. Ednetics will perform any necessary configurations required to monitor, maintain, and operate the equipment once the information required to do so is received from Customer.
17. **Backup.** Ednetics Network™ provides for offsite backup of all network configurations.
18. **Exclusions.** Any part, material, service or item not explicitly included in this document is excluded from the proposal.

By your signature below, you are confirming your acceptance of the product specific terms and conditions above.

CUSTOMER

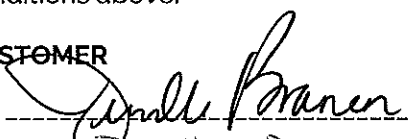
By:  _____
 Name: Janelle Brancu _____
 Title: Director _____
 Date: 10/3/19 _____

EXHIBIT A | NETWORK SUPPORT AGREEMENT

This Ednetics Network Support Agreement ("NSA") is in addition to the underlying Ednetics Network Terms and Conditions, which is incorporated herein by reference.

General.

- Ednetics Support ("Support") is 24 hours a day, 7 days a week, and 365 days a year. The Support Desk may be reached at (877) 809-4610 or through email at support@ednetics.com.
- Scheduled maintenance windows will be agreed upon between Ednetics and Customer. Routine maintenance will generally be scheduled outside of Customers standard operating hours.
- Notification of a planned outage will generally be provided two (2) or three (3) days prior to the event, unless emergency maintenance is being performed and no advance notice is possible.

Overview of Ednetics NSA and Metrics.

1. Ednetics NSA offers the following commitments:

- a. Network Availability
- b. Time to Respond ("TTR") to your request
- c. Proactive Outage Notification
- d. Ednetics NSA Metrics ("Metric(s)");

Parameter	Metric
Ednetics Network Service Availability	99.95%
TTR (Non Service Affecting Support Request)	4 hours
TTR (Service Affecting Support Request)	2 hour
TTR (Moves, Adds, Change Support)	24 hours
TTR (Emergency Moves, Adds, Change Support)	4 hours
Proactive Outage Notification	1 hour
On-Site Hardware Support	NBD*

*NBD, Next Business Day for Ednetics Provisioned Equipment. Replacement of Customer-owned equipment is subject to the terms of Manufacturer warranties.

2. **Availability.** When Service is not available as defined herein, an outage ("Outage") has occurred. If multiple Service components are unavailable due to a single component, Ednetics will only consider the Outage of the affected key component in its calculation of Availability. Affected components attached logically or physically to that key component are not considered as unavailable. Service is considered available if the network is available to pass data whether data is passed or not. Ednetics will evaluate each Trouble Ticket for appropriate corrective action and Customer will be informed of the status of each closed ticket even where Ednetics Network is found to be within normal operating parameters.
 - a. Performance degradation, such as slow data transmission is not considered an Outage for purposes of Proactive Outage Notification and Network Availability calculations.
 - b. The Availability Metric applies to all components provisioned through an Ednetics Network Service Order under this agreement.
 - c. The Availability Metric applies to all Customer-owned equipment identified by Ednetics as supportable ("Supportable") during the discovery phase. Supportable equipment identified by Ednetics is listed in Schedule A, which is made a part of this NSA by reference. Customer-owned equipment is supported based on best effort and any 3rd party warranties Customer may have on the equipment. Warranty of Customer owned hardware is not provided by Ednetics.

- d. The Availability Metric does not apply to Customer-owned network equipment. Customer may choose to obtain manufacturer equipment warranty at additional cost. Ednetics will only provide services for management of existing manufacturer warranty claims, coordination of equipment replacement, installation and restoration of network functionality.
 - e. Performance degradation caused by factors other than failure or malfunction of equipment covered by this NSA is not considered an Outage for purposes of Proactive Outage Notification and Network Availability calculations.
 - f. The Availability Metric does not apply in the event the Outage is caused by an event, equipment, or other cause that is outside the control of Ednetics and as outlined in the Master Agreement at Section 23.
3. **Time to Respond ("TTR").** TTR is the time to respond to an open support case for a component used to provide the Service. Ednetics will complete change management requests within twenty four (24) hours of the change being scheduled with Customer, or within four (4) hours if designated by Customer as an emergency. Emergency changes must be requested by Customer's submission of a high priority trouble ticket or by notifying Ednetics Support to escalate an existing case to high priority.
 4. **Proactive Outage Notification.** Ednetics will notify Customer's primary point of contact by e-mail or phone call within sixty (60) minutes of the discovery of an outage.
 - a. The start point will be defined as the time when a device stops responding on the network. Ednetics will receive alerts on this condition and respond accordingly.
 - b. Periods resulting in whole or in part from performance degradation due to remotely measureable network conditions or trends on Customer identified interfaces included on Schedule A, will be escalated appropriately. Network conditions not able to be remotely monitored, such as slow or reduced data transmission rates, are not included in the Proactive Outage Notification Metric.
 - c. The time to reach Customer point of contact resulting from Customer unavailability due to incorrect contact information or other cause is not included in the Proactive Outage Notification Metric.
 5. **Escalations.** All Support cases are important, however tickets of a service affecting nature ("Emergency"), such as an Outage will be tagged as 'high priority' in the ticket system. When a high priority ticket is created, the ticketing system automatically sends notifications to 2nd and 3rd tier engineering groups and to management. These cases receive automatic escalation, and the details are relayed by Support Desk staff to the upper tier engineers. At that point a plan of action is created, Customer is contacted and the details of the action plan are relayed. Management is kept informed during the process. Customer may escalate an existing case to high priority if the situation worsens to an Emergency or Service Affecting Support Request. This is done by contacting our Support Desk. The Support Desk will further escalate the ticket.
 6. **General Exclusions.** The following exclusions apply to all Service Metrics contained in this document:
 - a. Metric is not met due to any act or omission on the part of Customer, its contractors or vendors, or any other entity over which Customer exercises control, or has the right to exercise control, including without limitation, disconnection of power.
 - b. Metric is not met due to an Internet outage.
 - c. Metric is not met due to a Force Majeure event, as outlined in the Master Agreement at Section 23.
 - d. Metric is not met due to scheduled maintenance by Customer or entities under Customer's direction or control.
 - e. Metric is not met due to delays contacting the Customer which are directly attributable to the Customer or as outlined in the Master Agreement at Section 23.
 - f. The time to reach Customer point of contact resulting from Customer unavailability due to incorrect contact information or other cause is not included in the Proactive Outage Notification Metric.
 - g. Metric is not met due to performance impacting issues related to or resulting from (but not limited to) rogue network devices, viruses, worms, loss of power due to Customer UPS failure or Customer caused power loss, unmanaged network devices or unmanaged devices attached to the LAN that are not part of the Ednetics Network Service.






Palouse_Prairie_Educational_Organization_EN-57-IDPPEO-021019 (Signed)

Final Audit Report

2019-10-04

Created:	2019-10-04
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