
Managed Wide Area Network Agreement

THIS AGREEMENT is made and entered into by and between **Tek-Hut, Inc.** an Idaho corporation ("Provider") and Emmett School District #221, ("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 10/100/1000/10G/40G 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 plus special construction, for the Services and shall be set forth in the applicable Service Order Exhibit. The sum of the attached service order plus special construction is \$6,500 per month for a period of 60 months for a total contract price of \$1,380,000 ("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 60 months commencing when services are delivered. This agreement shall automatically renew for additional terms of three (5) year (each a "Renewed Term) commencing immediately following the expiration of the Initial Term and the expiration of each Renewed Term, unless customers gives Tek-Hut, Inc. written notice at least thirty (30) days prior to the expiration of the Initial Term or each Renewed Term. The terms and provisions of this Agreement shall apply and govern each Renewed Term.
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 60 consecutive months, 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. The customer would not have to pay the remaining balance if Tek-Hut was not performing service in the said contract.

5. Bandwidth. Bandwidth will be provided via Ethernet Hand-off, and speeds are defined in attached Service Order Exhibit A.
6. Installation Fee / Special Construction - Construction cost of \$990,000.
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.
13. In the event of any conflict or inconsistency between the terms and conditions of the RFP and those of the winning vendor's proposal, the terms and conditions of the RFP shall control and supersede those of the proposal and contract.

14. Additional Bandwidth: Additional bandwidth may be purchased during the term of this agreement.

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

"PROVIDER"

Tek-Hut, Inc

By: Nate Bondelid

Signature: _____

Title: President

Date: 3/4/20

"CUSTOMER"

EMMETT SCHOOL DISTRICT #221

By: Kenneth J. Loftus

Signature: _____

Title: Director of Technology

Date: 4 Mar 2020

Service Order Exhibit A
Site-Specific Information

1. Site Name: Butte View Complex
Order Type (New, Renew, Change): NEW
Service Location: 400 S pine St
Bandwidth: 40Gbps
Monthly rate: \$500
Service: Managed Wide Area Network

2. Site Name: Emmett High School
Order Type (New, Renew, Change): NEW
Service Location: 721 W 12th St
Bandwidth: 10Gbps
Monthly rate: \$500
Service: Managed Wide Area Network

3. Site Name: Emmett Middle School
Order Type (New, Renew, Change): NEW
Service Location: 301 East 4th St
Bandwidth: 10Gbps
Monthly rate: \$500
Service: Managed Wide Area Network

4. Site Name: Kenneth J. Carberry
Order Type (New, Renew, Change): NEW
Service Location: 1950 E 12th St
Bandwidth: 10Gbps
Monthly rate: \$500
Service: Managed Wide Area Network

5. Site Name: Shadow Butte
Order Type (New, Renew, Change): NEW
Service Location: 3900 W Idaho Boulevard
Bandwidth: 10Gbps
Monthly rate: \$500
Service: Managed Wide Area Network

6. Site Name: Sweet-Montour
Order Type (New, Renew, Change): NEW
Service Location: 6600 Sweet-Ola Highway
Bandwidth: 100M – 1G
Monthly rate: \$1500
Service: Managed Wide Area Network

7. Site Name: Ola
Order Type (New, Renew, Change): NEW
Service Location: 11475 Ola School Road
Bandwidth: 100M – 1G
Monthly rate: \$1500
Service: Managed Wide Area Network
8. Site Name: Patriot Center
Order Type (New, Renew, Change): NEW
Service Location: 330 W Main St
Bandwidth: 10Gbps
Monthly rate: \$500
Service: Managed Wide Area Network
9. Site Name: Bus Garage
Order Type (New, Renew, Change): NEW
Service Location: 1380 N Washington
Bandwidth: 10Gbps
Monthly rate: \$500
Service: Managed Wide Area Network