PSTN / VOIP SERVICE AGREEMENT

This SERVICE CONTRACT ("Agreement"), is made and entered by and among Tek-Hut,Inc an Idaho corporation, hereinafter referred to as ("Tek-Hut") and Emmett Independent School District, hereinafter referred to as ("Customer").

RECITALS:

A. Tek-Hut is in the business of providing an enhanced voice communication service whereby the voice communication is converted to Internet Protocol ("IP") and carried, in part, over high-speed internet access, also known as broadband internet service and is generically referred to as "voice over IP" ("VoIP Service")

B. Customer desires to engage Tek-Hut to provide VoIP Services as more particularly designated in this Agreement

NOW, THEREFORE, in consideration of the terms, conditions, representations and limitations set forth in this Agreement, the parties agree as follows:

1. **TERM.** The initial term of this contract shall be for a period of 58 months, commencing on the 1 day of September, 2019, and continuing until the 30th day of June, 2025. This agreement shall automatically renew for additional terms of five (1) 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.

2. **SERVICES.**

a. VoIP Service Description. VoIP Service is separate and distinct from standard Local, Local Toll and Long-Distance services. VoIP Service includes Voice over IP unlimited local and nationwide direct dialed calling within the United States and certain calling and call management features or advanced features associated with the VoIP Service, including additional features or advanced features which Tek-Hut, in its sole discretion, may add, modify, or delete.

b. Service Requirements. VoIP Service requires:

(i) Specialized customer premises equipment called a telephone adapter or a managed phone system obtained through Tek-Hut that allows connectivity from a regular telephone handset to your broadband connection and which will be provided by and installed by Tek-Hut [if VoIP Service is provided with a telephone adaptor, then Customer will be obligated to provide a regular handset. Further, Tek-Hut suggests Customer use its VoIP phones to ensure availability of features and quality of service.

Tek-Hut will be performing the installation of the Equipment to ensure the quality of the VoIP Service to the Customer.

(ii) A broadband connection with broadband capability of at least 90 Kbps upstream speed that you have a right to use at your own expense. Since voice over IP is dependent on the broadband connection, the availability of an adequate power supply and under certain circumstances correct ATA configuration, Tek-Hut does not guarantee that the service will be continuous or error-free. In addition, VoIP Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

c. **EQUIPMENT**. Tek-Hut shall be responsible to provide all equipment necessary for the VoIP Service including, but not limited to, a telephone adaptor or a managed phone system ("Equipment"). Tek-Hut shall warranty of any Equipment that is used for the VoIP Service and shall be responsible to replace any failed Equipment; provided, however, that Customer agrees to maintain the Equipment in as good a state and condition as existing at the inception of this Agreement with reasonable wear and tear allowed. Customer will be liable for any repairs and/or replacement made necessary by damages resulting from Customer's negligence or carelessness, which damages shall including, but not necessarily be limited to, accidental or intentional breakage.

d. 911 & Service Limitations. The Federal Communications Commission (FCC) requires that Tek-Hut provide E911 service to all Customers who use VoIP Services within the United States ("Tek-Hut E911 Service"). The following provisions apply to all Customers who use VoIP Services within the United States:

i. **911 Acknowledgment and Warning Labels**. Customer acknowledges that the Equipment and VoIP Services do not support 911 emergency dialing or other emergency functions in the same way that traditional wireline 911 services work. The differences are detailed in this Section 2(d) and Customer agrees to notify any potential user of the VoIP Service, who may place calls using Customer's VoIP Service of the 911 limitations described herein. Tek-Hut advises Customer to maintain an alternative means of accessing traditional 911 services.

ii. **Electrical Power.** Customer acknowledges that the VoIP Service will not function in the absence of electrical power.

iii. **Internet Access**. Customer acknowledges that the VoIP Service will not function if there is an interruption of Customer's broadband or high-speed internet access service.

iv. **Non-Voice Systems**. Customer acknowledges that the VoIP Service is not set up to function with out dialing systems including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. Customer has no claim against Tek-Hut for interruption or disruption of such systems by the VoIP Service.

v. Tek-Hut E911 Service is a mandatory component of all inbound/outbound fax and voice service plans. E911 Service is not offered on virtual numbers, toll-free numbers or similar service accessories or add-on plans. E911 service is only available in selected areas. Customer's who subscribe to Tek-Hut E911 Service will be required to register the physical location of their Equipment (DTA or videophone) with Tek-Hut, either on the Tek-Hut.com website or by calling customer service, and agree to update the location whenever the physical location of VoIP Service changes. Customer acknowledges that Tek-Hut's only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. Customer acknowledges and understands that any enhanced location information passed to an emergency operator by Tek-Hut will be based upon the physical location provided to Tek-Hut by Customer. In the event that the physical location has not been updated or is not complete, Tek-Hut may attempt to route a 911 call based upon the bill-to or ship-to addresses associated with the Customer's account or initial order.

vi. Customer also acknowledges that Tek-Hut E911 Service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. These characteristics may make Tek-Hut E911 Service unsuitable for Customer. Because Customer circumstances vary widely, Customer should carefully evaluate its own circumstances when deciding whether to rely solely upon Tek-Hut E911 Service. Customer acknowledges that it is Customer's responsibility to determine the technology or combination of technologies best suited to meet Customer's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional landline phone or wireless phone as a backup means of completing emergency calls). The following characteristics distinguish Tek-Hut E911 Service from traditional, legacy, circuit-switched 911 service:

(a) Tek-Hut E911 Service will not function if Customer's DTA, phone or videophone fails or is not configured correctly or if Customer's VoIP Service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, or suspension or disconnection of service because of billing or other issues. If there is a power outage, Customer may be required to reset or reconfigure the Equipment before being able to use the VoIP Service, including for E911 purposes.

(b) After initial activation of the Tek-Hut E911 Service, and following any change of and update to Customer's physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into our nomadic E911 databases prior to service activation, but no guarantee can be made that the automatic number and location information will be activated within this schedule.

(c) The local emergency service operator receiving Tek-Hut E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the Tek-Hut E911 call. Due to technical factors in network design, and in the event of network congestion on the Tek-Hut network, there is a possibility that a Tek-Hut 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional, legacy, circuit-switched telephone networks.

(d) If Customer does not correctly identify the actual location where the Equipment will be located at the time of activation of the VoIP Service, Tek-Hut E911 communications may not be directed to the correct local emergency operator.

viii. Customer acknowledges and understands that Tek-Hut will not be liable for any service outage and/or inability to dial 911 or any other emergency telephone number using Tek-Hut or to access an emergency service operator due to the 911 dialing characteristics and limitations set forth in this Agreement. Customer agrees to defend, indemnify, and hold harmless Tek-Hut, its members, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with the VoIP Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, Customer or any third party or user of the VoIP Service relating to the failure or outage of the VoIP Service, including those related to 911 dialing.

e. Privacy and Security. VoIP Service utilizes, in whole or in part, the public internet and third party networks to transmit voice and other communication. You acknowledge and understand that Tek-Hut cannot guarantee that VoIP Service is private or secure. Tek-Hut is not liable for any lack of privacy or security that you may experience with regard to the VoIP Service.

f. Loss of Service. Customer acknowledges and understands that the VoIP Service does not function in the event of power failure. Customer also acknowledges and understands that the VoIP Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Tek-Hut) and that, accordingly, in the event of an outage or, or termination of service with or by Customer's Internet service provider ("ISP") and/or broadband provider, the VoIP Service will not function, but that Customer will continue to be billed for the VoIP Service unless and until Customer or Tek-Hut terminate the VoIP Service in accordance with this Agreement. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911 calling feature. Should Tek-Hut suspend or terminate Customer's VoIP Service, the VoIP Service will not function until such time as Tek-Hut restores Customer's VoIP Service (which may require payment of all invoices and reconnection fees owed by Customer or cure of any breach by Customer of this Agreement).

g. Non-voice Communications Equipment. All non-voice communications equipment, including but not limited to, home security systems and medical monitory devices that are set up to make automatic phone calls are not compatible with VoIP Service, and fax machines and modems may not be compatible with VoIP Service. By accepting this Agreement, Customer waives any claim against Tek-Hut for interference with or disruption of such systems due to the VoIP Service.

h. Local Number Portability. In the event Customer is not utilizing a new phone number for Customer's VoIP Service, but rather is transferring an existing phone number, which currently is subscribed to a carrier other than Tek-Hut for local, long distance and international telephone services, to VoIP Service, the terms and conditions of this paragraph shall apply:

i. Customer hereby authorizes Tek-Hut to process Customer's order for VoIP Service and to notify Customer's local telephone company of its decision to switch Customer's local, local toll and long distance services to VoIP Service, and represent that Customer is authorized to take the action;

ii. Customer understands and acknowledges that if its VoIP Service prior to the date that the number switch becomes effective ("Port Effective Date"), Customer may only be able to make outgoing calls over the phone it has connected to the TA. In such event, Customer should keep another phone connected to an existing phone extension at its service location to receive incoming calls until the Port Effective Date, after which Customer will be able to both make and receive calls using the VoIP Service; and

i. Telephone Number. Any telephone number provided by Tek-Hut ("Number") to the Customer shall be leased and not sold. Customer is not to use the Number with any other device other than the Equipment without the express written permission of Tek-Hut.

j. Calling Limitation. VoIP Service does not support 0 + calling (including without limitation collect, third party billing or calling card calling). VoIP Service may not support 900, 311, 511 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas. Customer acknowledges and understands that the VoIP Service is not a telephone service. Important distinctions (some, but not necessarily all, or which are described in this Agreement) exist between telephone service and the VoIP Service provided by Tek-Hut. The VoIP Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

k. Lawful, Non Fraudulent Use of VoIP Service and Equipment. While Tek-Hut encourages use of the VoIP Service within the United States to other countries, Tek-Hut does not presently offer or support the VoIP Service to customers located in other countries. The Equipment is intended for use only in the United States. If Customer removes the Equipment to a country other than the United States and uses the VoIP Service from there, Customer does so at its own sole risk, including the risk that such activity violates local laws in the country where it does so. Customer is liable for any and all such use of the VoIP Service and/or Equipment by itself or any person making

use of the VoIP Service or Equipment provided to Customer and agrees to indemnify and hold harmless Tek-Hut against any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, Customer will be solely liable for such violation and agrees to indemnify and hold harmless Tek-Hut against any and all liability for such violation. If Tek-Hut determines that Customer is using the VoIP Service from outside the United States Tek-Hut reserves the right to terminate Customer's service immediately and without advance notice, leaving Customer responsible for all outstanding charge all of which immediately come due and payable.

l. Commercial/Municipal/Educational Use of VoIP Service and Equipment-Prohibition on Resale. The VoIP Service and Equipment are provided to Customer as a user, for your commercial/municipal/educational use. Customer acknowledges and agrees that they shall not be used for any unauthorized activities including but not limited to telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal commercial/municipal/educational usage patterns. This also means that Customer is not to resell or transfer the VoIP Service or the Equipment to any other person for any purpose, or make any charge for the use of the VoIP Service, without express written permission from Tek-Hut in advance. Customer agrees that its use of the VoIP Service and/or Equipment, or the use of the VoIP Service and/or Equipment provided to Customer by any other person for any unauthorized purpose will obligate Customer to pay Tek-Hut's higher rates for such services for all periods, including past periods, in which Customer uses, or used, the VoIP Service for unauthorized purposes. Tek-Hut reserves the right to immediately terminate or modify the VoIP Service, if Tek-Hut determines, in its sole discretion, that the VoIP Service is being used for unauthorized use.

m. Theft of Service. Customer acknowledges and agrees that it will notify Tek-Hut immediately if the Equipment is stolen or if Customer becomes aware at any time that VoIP Service is being stolen or fraudulently used. When Customer contacts Tek-Hut it must provide its account name and a detailed description of the circumstances of the Equipment theft or fraudulent use of VoIP Service. Failure to do so in a timely manner may result in the termination of Customer's VoIP Service and additional charges to Customer. Until such time as Tek-Hut receives notice of the theft or fraudulent use, Customer will be liable for all use of the VoIP Service using Equipment stolen from Customer and any and all stolen VoIP Service or fraudulent use of the VoIP Service.

n. Lost, Stolen, Altered Or Broken Equipment. Customer shall not modify the Equipment in any way without the express written permission of Tek-Hut. Customer shall not use the Equipment except with the VoIP Service provided hereunder. Except as otherwise provided for hereunder, Customer is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of Equipment, plus applicable shipping costs and taxes. Customer shall immediately notify Tek-Hut of any lost or stolen Equipment and shall cooperate with Tek-Hut in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At Tek-Hut's sole option, failure to report lost or stolen Equipment in a timely manner will cause Customer to be responsible for all service fees

accrued until the time that Tek-Hut is informed of the loss or theft and can effect a termination of the VoIP Service.

o. Tampering with Equipment or Service. The Equipment will be configured for Customer's exclusive use of the service purchased on the broadband connection designated by Tek-Hut. Unless expressly authorized to do so Customer shall not tamper with the Equipment, modify its configuration or try to directly access it in any way. Customer agrees not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from Tek-Hut. Tek-Hut reserves the right to terminate Customer's VoIP Service should Customer tamper with the Equipment, leaving Customer responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. Customer agrees not to hack or disrupt the service or to make any use of the VoIP Service that is inconsistent with its intended purpose or to attempt to do so.

3. **BILLING PAYMENT FOR SERVICE.**

a. Charges. Customer acknowledges that it shall be charged and agrees to pay the same pursuant to the Pricing Schedule attached hereto as **Exhibit A** and incorporated herein by this reference.

b. Payphone Charges. If Customer makes use of any toll free feature that is or may be offered by Tek-Hut in the future, Customer acknowledges and agrees that Tek-Hut is entitled to recover from Customer any charges imposed on Tek-Hut by payphone owners or operators, either directly or indirectly through Tek-Hut's suppliers in connection with toll free calls made to Customer's number, or any charges imposed on Tek-Hut by its suppliers to recover such costs. Tek-Hut may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as Tek-Hut deems appropriate for the recovery of these costs.

c. Failure to Pay. Upon advance notice, Tek-Hut may suspend, restrict, or cancel the VoIP Service and this Agreement, if Customer does not make payments for current or prior bills by the required due date. VoIP Service suspension or cancellation will result in Customer's loss of the number associated with the VoIP Service.

d. No Credit Allowances for Interruption of Service. Customer acknowledges and agrees that the VoIP Service is provided "as is". Credit allowances for interruption of VoIP Service, including international calling services, will not be provided.

e. Late/Non-Payment. If any charges for the VoIP Service are due but unpaid for any reason including, but not limited to, non-payment or declined credit card charges, Tek-Hut may suspend or terminate the VoIP Service and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by Tek-Hut. A thirty dollar ($30) fee will be assessed to the

Customer at the time of reconnection. No suspension or termination of the VoIP Service or of this Agreement shall relieve Customer from paying any amounts due hereunder.

f. Taxes. Prices for the VoIP Service do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes. All such taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides Tek-Hut with an appropriate exemption certificate. If any amounts paid for the VoIP Service are refunded by Tek-Hut, applicable taxes may not be refundable.

g. Billing. Tek-Hut will provide Customer with a monthly billing statement for the VoIP Service. Payment of the amounts due and owing pursuant to the billing statement shall be made within fifteen (15) days of the statement. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, Equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed subsequent to the end of each month's service. Billing for monthly service fees commences upon installation of the Equipment after dial tone is provided and the first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated.

h. Rate Changes. Tek-Hut may change the price of VoIP Service, toll charges, plans, taxes or fees without any advance notice. For Customers on any plan contracted over 24 months, rates will not be increased during the Term, with the exception of government mandated tax changes and international toll calling rates. In the event of a change in prices or toll charges not covered by the Plan, International toll calling rates are updated monthly on the first of each month and no other notice shall be provided for changes to international toll calling rates.

i. Billing Dispute. Customer must dispute any charges for the VoIP Service in writing within thirty (30) days of the date of the charge by Tek-Hut or Customer waives any objection and further recourse. Written statements disputing charges must be sent to: 460 Main Ave S, Twin Falls, Idaho 83301.

4. LIMITATIONS OF LIABILITY.

a. Indemnification. Customer hereby indemnifies and holds Tek-Hut harmless from any and all loss or additional expense resulting from any misrepresentation or breach of covenant, or warranty made herein, or for any claim or cause of action brought against Tek-Hut by any third person as a result of, or arising from, or in any way connected with, any act or omission of Customer, its directors, employees, agents or representatives including, but not limited to the lack of 911 dialing or dialing associated with a security system.

b. Disclaimer of Damages. Except as provided above, in no event shall Tek-Hut, its members, directors, employees, affiliates or agents or any other service provider who furnishes services to Customer in connection with this agreement or the service be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages,

including inability to be able to dial 911 or to access emergency service personnel through the service. The disclaimer and limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort and any and all other theories of liability and apply whether or not Tek-Hut was informed of the likelihood of any particular type of damages.

c. No Warranties on VoIP Service. Tek-Hut makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the service for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance or any warranty that the VoIP Service will meet Customer requirements. Without limiting the foregoing, Tek-Hut does not warrant that the VoIP Service will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Statements and descriptions concerning the VoIP Service or Equipment, if any, by Tek-Hut or Tek-Hut's agents or installers are informational and are not given as a warranty of any kind. We do not authorize anyone, including, but not limited to, Tek-Hut employees, agents or representatives, to make a warranty of any kind on our behalf and Customer should not rely on any such statement.

d. No Warranties, or Limited Warranties, for Equipment. OTHER THAN WARRANTIES AS TO THE EQUIPMENT EXPRESSLY SET FORTH IN DOCUMENTATION PROVIDED WITH THE EQUIPMENT TEK-HUT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE, EQUIPMENT OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET YOUR REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE EQUIPMENT.

e. Acts Beyond Our Control. Tek-Hut will not be responsible to the Customer for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that Customer must pay for any VoIP Service used.

5. **DAMAGES**. Customer understands and agrees that Tek-Hut has and will continue to incur certain costs and/or expenses related to the VoIP Service to be provided to it by Tek-Hut pursuant to this Agreement and will suffer substantial damages should the Customer discontinue use of said VoIP Service or elect to terminate this Agreement prior to its expiration. The parties further acknowledge and agree that it would be impracticable or speculative to ascertain with precision the actual amount of such damages. Consequently, the parties hereby agree that the sum of 100% of the balance of the Contract Price due at the time of termination represents a reasonable estimate of such damages, considering all of the circumstances existing on the date of this Agreement, and Tek-Hut shall

have the right in that event to collect said amount as liquidated damages as its sole and exclusive remedy for Customer's termination of this Agreement prior to its expiration.

6. GENERAL PROVISION

a. Modification and Waiver. No waiver or modification of this Agreement shall be valid unless it is in writing and signed by the each of the parties hereto.

b. Complete Understanding. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other Agreements, whether or not in writing, between the parties with respect to the subject matter hereof.

c. Headings. The headings in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

d. Notices. Any notice required hereunder shall be in writing and shall be deemed to have been duly given (i) the same day if personally delivered, (ii) the next day if sent by an overnight courier service, or (iii) after three (3) business days if sent by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses identified below. Either party may change the person and address to which written notices shall be given at anytime upon prior written notice to the other party.

Tek-Hut: Tek-Hut, Inc.
460 Main Ave S
Twin Falls, ID 83303

Customer: Emmett Independent School District
400 S Pine St #1
Emmett, ID 83617

e. Merger. This Agreement supersedes any and all written or verbal agreements between the parties hereto regarding the VoIP Services that are prior to the time of this Agreement. Neither Customer nor Tek-Hut shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein, and the terms and conditions of this Agreement shall remain in full force and effect until duly performed by the parties hereto.

f. Attorney Representation. Customer acknowledge that this Agreement has been drafted by the law firm of Worst, Fitzgerald & Stover, PLLC for and at the request of Tek-Hut, and that law firm can only represent Tek-Hut. Customer further acknowledges that they have been advised to retain counsel of their own choosing to represent them in this transaction, are not relying on Worst, Fitzgerald & Stover, PLLC in any regard, and that such firm cannot and does not represent Customer's interest in this matter.

g. Attorney's Fees. In the event that Customer or Tek-Hut shall be caused to secure legal services or advice to enforce any provision of this Agreement, the successful party with respect to such enforcement shall be entitled to recover attorney's fees reasonably incurred for such services or advice, in addition to all other remedies which may be available at law or in equity.

h. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto.

i. Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the state of Idaho.

j. Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.

k. Amendment. This Agreement may not be altered or amended except in a writing signed by all parties.

l. Time Being the Essence. Time is, and shall be, the essence of each and every term and condition contained herein.

"TEK-HUT"

TEK-HUT, Inc

By: _____
DATE: 9/3/19

"CUSTOMER"

Emmett Independent School District

_____
DATE: 22 Aug 2019

Boise, ID 83704
Phone: (208) 377-5159
Fax: (208) 735-8622

Exhibit A

Emmett Independent School District
Please find details on your services below:

Interconnected Voip – Hosted Voice

Description	Monthly Charge
Hosted Voice – 60 month	$1500
Unlimited Local and Long Distance	