Managed Internet Access Agreement

THIS AGREEMENT is made and entered into by and between **TEK-HUT, INC.**, an Idaho corporation ("Tek-Hut") and Emmett School District, ("Customer").

RECITALS

WHEREAS, Tek-Hut is in the business of providing Managed Internet Access ("Internet Service"); and

WHEREAS, Customer desires to enter into an agreement whereby Tek-Hut will provide to Customer Internet 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. Tek-Hut shall provide 1000 Mbps Internet Service and managed firewall or router.

2. Contract Price. Customer agrees to pay to Tek-Hut the sum of $3751 per month for a period of 36 months, for a total contract price of $135,036 ("Contract Price").

3. Term of Contract; Automatic Extension. The initial term of this contract shall be for a period of 36 months, commencing on the 1 day of July, 2019, and continuing until the 30th day of June, 2022. This agreement shall automatically renew for additional terms of two (3) 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 ninety (90) 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 Tek-Hut has and will continue to incur certain costs and/or expenses related to the Internet Service to be provided to it by Tek-Hut pursuant to this Agreement, even should the Customer discontinue use of said Internet Service or elect to terminate this Agreement prior to its expiration. Therefore, in the event Customer elects to terminate this Agreement prior to June 30th, 2024, it agrees to pay to Tek-Hut the sum of 100% of the balance of the Contract Price due and owing pursuant to paragraph 3 above at the time of termination.

5. Charges Not Applicable to Customer. Tek-Hut agrees not to charge Customer for setup fees, network traffic monitoring, and/or outage notification.

6. Responsibility of Tek-Hut. In addition to the responsibilities of Tek-Hut as identified herein, Tek-Hut shall provide:

   a. Public IP Addresses;

b. Network Address Translation from private to public;
c. Monitoring of Customer's network traffic;
d. Customer notification of outages;
e. Managed Firewall Service

7. Responsibility of Customer. In addition to Customer responsibilities identified herein, the Customer shall provide or be responsible for:

a. any equipment or hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith;
b. any equipment and/or labor necessary for the configuration of the equipment and hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith; and

8. Outages. Tek-Hut shall not be responsible for any cost and/or expenses incurred by the Customer as a result of an outage or failure of the Internet Service to be provided by Tek-Hut.

9. 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.

10. 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.

11. 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.

12. Schedules. The Exhibits and schedules hereto are an integral part of this agreement and are deemed incorporated by reference herein. Schedule B1 constitutes a part of this agreement.

13. Installation Charge. There will be a onetime installation charge of $0 dollars.
14. Additional Bandwidth. Additional bandwidth may be purchased during the term of this agreement. Additional $175 per month per 100 Mbps.

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

"TEK-HUT"
TEK-HUT, INC.

By:_____
DATE: 3/22/19

"CUSTOMER"
Emmett School District

By:_____
DATE: 22 Mar 2019

## Schedule B1

This Schedule B1 is part of that Managed Internet Access Agreement (the "**Agreement**") between Tek-Hut, Inc. ("**Tek-Hut**") and Emmett School District ("**End User**"). Capitalized terms not defined herein shall have the meaning given to such terms in the Agreement.

## Tek-Hut Managed Firewall Terms and Conditions

These Managed Firewall Terms and Conditions (this "**Firewall Agreement**") set forth the entire Tek-Hut Managed Firewall Service offering (with the Firewall (as defined below), the "**Firewall Services**") and govern the provision of Firewall Services to the person or entity which subscribes for the Firewall Services ("**End User**"). Tek-Hut reserves the right to make enhancements to the Firewall Services and shall advise End User of any additional features.

### Firewall Services Description

A firewall ("**Firewall**") is a combination, in whole or in part, of hardware and software which is intended to limit the exposure of a computer or computer network against unauthorized access from outside by providing a single point of entry and a passive defense system at that point of entry by providing controlled access. The Firewall Services are designed to provide network and resources access control and manage the public access points to a computer network. Firewall technology in itself is not foolproof and no firewall technology provides an absolute deterrent or barrier to unauthorized entry.

Tek-Hut's Firewall Services provide a pre-configured rule set policy that trusts all internal traffic, but blocks all externally initiated traffic. This policy is known as "Trust Inside." In this scenario, it is assumed that the most significant threats will come from outside the End User's enterprise network, and the emphasis of the policy will be keeping outsiders from getting in. This type of stance is implemented by defining a Firewall rule set that permits all connections which are initiated from the inside of the End User's network, but blocks connections initiated from the outside of the End User's network.

### Installation, Configuration, Administration and URL Blocking

Before installation, End User must complete and return the configuration form provided to End User by Tek-Hut. Tek-Hut will configure the Firewall in accordance with End User's configuration submission. End User is responsible for confirming that the Firewall is configured in accordance with End User's preferences prior to and after activation of the Firewall Services. End User shall not tamper with, modify, make error corrections, or otherwise alter any Firewall hardware or software nor permit any third-parties, other than Tek-Hut, to do the same.

Tek-Hut will configure End User's Firewall with a default policy for URL blocking which is intended to comply with the Children's Internet Protection Act ("**CIPA**"). If End User makes, or requests Tek-Hut to make, any changes to the Firewall or the Firewall Services, including but not

limited to the URL blocking policies, End User shall be solely responsible for making sure such changes are CIPA compliant. Tek-Hut shall not be liable for any damages, costs, or fees (including, but not limited to any loss of funding provided to End User) as a result of or associated with any changes made to the Firewall or the Firewall Services by, or at the request of, End User.

After installation and upon request by End User, Tek-Hut will administer the Firewall Services (e.g., add or delete user accounts, modify Firewall rules, update network configuration).

**Monitoring**

Tek-Hut monitors the CPU utilization of End User's Firewall 24 hours per day, seven days per week.

**Reports**

End User will be able to generate custom reports from the Firewall.

**Configuration Backups**

Tek-Hut shall maintain a backup of End User's Firewall configuration.

**Option Packages**

The following option packages are available for purchase by End User:

1. Full Unified Threat Management. This option package is not e-rate eligible.
    a. **Unified threat management** (UTM) is a comprehensive firewall that includes network firewalling, network intrusion prevention and gateway antivirus (AV), gateway anti-spam, VPN, load balancing, and data leak prevention.
2. Redundant Failover Firewall. This option package is not e-rate eligible
    a. This version includes a managed backup firewall for a separate internet connection with fail over between locations.

**Service Term Commitment**

Each order for Firewall Services term is subject to the associated Managed Internet Access Agreement.

**End User Obligations**

End User shall comply with all obligations set forth herein and all obligations set forth in any vendor and/or Tek-Hut specific license terms and conditions related to the Firewall and/or the Firewall Services. End User acknowledges its responsibility to comply with the terms and conditions of such license agreements and assumes all liability for compliance with such terms,

including but not limited to: (a) informing all of End User's end-users of the terms of such license agreements; (b) monitoring use of the Firewall to ensure compliance with the terms thereof; and (c) maintaining the distribution and security of any user identification and/or passwords necessary to access any Firewall Services and/or the Firewall. Tek-Hut disclaims all liability to vendors for breaches of such license agreements by End User.

To the extent not covered by any license agreements, End User agrees not to reverse engineer, de-compile, disassemble, translate, modify, alter or change the Firewall Services, the Firewall, or any component of either, or otherwise obtain or attempt to obtain any technology (including encryption technology) or source code for any hardware or software that may be provided with the Firewall Services or Firewall. End User acknowledges that the hardware and software provided under this Firewall Agreement or utilized with the Firewall Services provided under this Firewall Agreement may be subject to third party license terms, and/or U.S. export laws and regulations and that any transfer (whether directly or by products incorporating the technology) must be authorized under those laws and regulations. End User agrees not to copy, sell, assign, transfer, sublicense, export or distribute any hardware, software, documentation or other materials that Tek-Hut may provide related to the Firewall Services. Title to such software, and all related technical know-how and intellectual property rights therein are and shall remain the exclusive property of Tek-Hut and/or its suppliers and vendors. End User shall not take any action to jeopardize, limit or interfere in any manner with Tek-Hut and its suppliers' and vendors' ownership of and rights with respect to any licensed software.

End User acknowledges that it is not relying on any representations or warranties made by a manufacturer except for those warranties expressly made in a software end user license agreement (if applicable to End User). It is End User's obligation to remove the Firewall upon termination or expiration of the Firewall Services and return the Firewall to Tek-Hut in accordance with instructions provided by Tek-Hut.

**Export Compliance**

End User acknowledges that the export, import, and use of certain hardware, software, and technical data provided hereunder is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations implemented thereunder by the Department of Commerce, and any other applicable laws or regulations. End User represents and warrants that it is a U.S. citizen or permanent resident, a governmental agency, authority or body of a U.S. state government or political subdivision, or a corporation organized under the laws of one or more of the United States of America, that End User is not procuring the Firewall Services on behalf of a foreign national, and that End User is not subject to a U.S. government order suspending, revoking or denying export privileges.

**Support and Maintenance**
Tek-Hut Customer Service is available to End User for technical support Monday through Friday from 7:00 a.m. (Mountain Standard Time) to 6:00 p.m. (Mountain Standard Time) (such days and hours referred to herein as "**Normal Business Hours**"). Tek-Hut shall provide End User with an emergency number for after-hours support; however, any after service requests received through after-hours support shall be treated as being received on the next business day.

Tek-Hut assigns priority levels to distinguish and prioritize the severity levels of service requests, as follows:

| Priority | Definition |
|---|---|
| 1 | Emergency – the Firewall is not operating or is operating in a manner which affects Internet access or has resulted in a disruption in Internet service. |
| 2 | All other service requests, such as when the Firewall is operational but requires administrative work or End User has requested a modification of existing rules or policies. |

Tek-Hut shall provide an initial response to service requests received during Normal Business Hours based upon the priority level assigned in the following manner:

| Priority Level | Initial Response Time |
|---|---|
| 1 | Thirty (30) minutes |
| 2 | Forty Eight Hours |

For service requests received outside of Normal Business Hours, Tek Hut shall provide an initial response time based on the table above, as if the service request is received on the next business day following receipt of the request.

For all problems that are not resolved within the intervals allotted for each request type, the chart below identifies the order and intervals for internal management notification.

| Severity Level | Team Leader | Manager | Director | Vice President |
|---|---|---|---|---|
| Priority 1 | 2 Hours | 4 Hours | 8 Hours | 24 Hours |
| Priority 2 | 3 Business Days | 5 Business Days | 6 Business Days | 7 Business Days |

Tek-Hut remotely installs firewall patches, bug fixes, and software upgrades when approved for general distribution to End User's Firewall. In the event of a Firewall failure, Tek-Hut may either dispatch a technician to repair the Firewall at End User's site or replace the Firewall with one of comparable or better functionality, as follows: (a) if a Firewall failure is discovered during Tek-Hut's normal business hours, Tek-Hut will make commercially reasonable efforts to ship a replacement Firewall or component thereof to End User by the close of that business day; and (b) if the Firewall failure is discovered outside Tek-Hut's normal business hours, Tek-Hut will make

commercially reasonable efforts to ship a replacement Firewall or component thereof to End User by the end of the next business day.

Unless expressly authorized to do so by Tek-Hut, End User shall not tamper with the Firewall hardware or software, modify its configuration or try to directly access it in any way. End User agrees not to hack or disrupt the Firewall Services or to make any use of the Firewall Services that is inconsistent with its intended purpose or to attempt to do so.

End User shall be responsible for all costs associated with any of the following:

1. End User damages or breaks the Firewall; or
2. End User takes any action which causes the Firewall to operate incorrectly or requires Tek-Hut to service the Firewall.

**Ownership and Risk of Loss**

Tek-Hut shall retain title to and/or ownership of the Firewall hardware and software provided to End User. The End User will bear all costs associated with loss of, theft of, casualty to or damage to the Firewall hardware, from the time it is installed until the time (if any) when it is returned to Tek-Hut pursuant to this Firewall Agreement and has been received by Tek-Hut.

**Firewall Disclaimer**

Tek-Hut's Firewall Services solution is designed to prevent outsiders from gaining access to private corporate information and is intended to provide an effective method of monitoring and limiting access. However, the service is characterized as "best efforts" based on the customer-defined policies. It may not prevent some instances of dedicated attackers from breaking their way in, or an employee from gaining unauthorized access to the Internet or to confidential information stored on End User's network.

End User should ensure that any confidential or valuable corporate data is not accessible via the Internet. Tek-Hut shall not be liable for any losses or damage to End User's business or data that arise as a result of Tek-Hut's Firewall Services not preventing unauthorized access. The Tek-Hut Firewall Services are intended to provide a high standard of protection and service; however, no system can claim to be completely secured.

**Indemnification**

END USER AGREES TO DEFEND, INDEMNIFY, AND HOLD TEK-HUT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES PRODUTS AND/OR SERVICES TO END USER IN CONNECTION WITH THIS FIREWALL AGREEMENT OR THE FIREWALL SERVICES, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, END USER OR ANY THIRD PARTY OR

USER OF END USER'S FIREWALL SERVICES, RELATING TO OR ARISING OUT OF THE FIREWALL SERVICES, OR THEIR INSTALLATION, OR THIS FIREWALL AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS FIREWALL AGREEMENT.

END USER AGREES THAT TEK-HUT SHOULD NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST TEK-HUT THAT ARISE FROM END USER'S USE OF THE FIREWALL SERVICES. FURTHER, END USER AGREES TO REIMBURSE TEK-HUT FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON TEK-HUT'S WILLFUL OR INTENTIONAL MISCONDUCT. THIS PROVISION WILL SURVIVE THE TERMINATION OF THIS FIREWALL AGREEMENT.

**Limitations of Liability**

BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE FIREWALL SERVICES, END USER AGREES THAT IT HAS READ THIS FIREWALL AGREEMENT AND UNDERSTANDS THE LIMITATIONS OF THE FIREWALL SERVICES DESCRIBED HEREIN.

THE FIREWALL SERVICES AND THE FIREWALL ARE PROVIDED AS IS. TEK-HUT'S LIABILITY TO END USER ON ACCOUNT OF ANY ACT OR OMISSION OF TEK-HUT RELATED TO THIS FIREWALL AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY TEK-HUT'S WILFUL OR INTENTIONAL MISCONDUCT. END USER WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. TEK-HUT AND ITS EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF END USER'S SOFTWARE, FILES, DATA OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

TEK-HUT SHALL NOT HAVE ANY LIABILITY FOR FAILING TO BLOCK ACCESS TO ANY INTERNET SITES OR URL'S ADDED BY, OR AT THE REQUEST OF, END USER.

Tek-Hut shall not be liable for any delay or failure to provide the Firewall Service caused by any of the following:

1. Act or omission of an underlying carrier, service provider, vendor or other third party;
2. Equipment, network or facility failure;
3. Equipment, network or facility upgrade or modification;
4. Force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
5. Equipment, network or facility shortage;
6. Equipment or facility relocation;
7. Service, equipment, network or facility failure caused by the loss of power to End User;
8. Outage of End User's Internet service provider or broadband service provider;
9. Any act or omission of End User or any person using the Firewall Service or Firewall hardware provided to End User; or
10. Any other cause that is beyond Tek-Hut's control, including without limitation a failure of or defect in any hardware, the failure of an incoming or outgoing communication, or the inability of communications to be connected or completed.

Further, Tek-Hut shall not be liable to End User or others for any damages arising from the content of any data transmission, communication or message transmitted to or received by End User (whether read or unread, solicited or unsolicited), or losses resulting from any goods or service purchased or messages received or transactions entered into through the Firewall Service.

In no event shall Tek-Hut's liability under this Firewall Agreement exceed the amount paid by End User for Firewall Services in the (1) month period immediately preceding the event giving rise to the claim.

**Disclaimer of Damages**

EXCEPT AS PROVIDED ABOVE, IN NO EVENT SHALL TEK-HUT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES PRODUCTS OR SERVICES TO END USER IN CONNECTION WITH THIS FIREWALL AGREEMENT OR THE FIREWALL SERVICES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES. 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.

TEK-HUT'S ENTIRE LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDIES REGARDING FIREWALL SERVICES AND THE FIREWALL ARE TO HAVE TEK-HUT REPAIR OR REPLACE ANY TEK-HUT-PROVIDED FIREWALL IF IT IS DEFECTIVE. IF

REPAIR OR REPLACEMENT OF THE TEK-HUT-PROVIDED FIREWALL SYSTEM IS NOT REASONABLY PRACTICABLE, EITHER PARTY WILL HAVE THE RIGHT TO TERMINATE THE FIREWALL SERVICE UPON 10 DAYS WRITTEN NOTICE TO THE OTHER PARTY. END USER ACKNOWLEDGES AND AGREES THAT (A) THE FIREWALL AND THE FIREWALL SERVICES CONSTITUTE ONLY ONE COMPONENT OF END USER'S OVERALL SECURITY PROGRAM AND ARE NOT A COMPREHENSIVE SECURITY SOLUTION; (B) THERE IS NO GUARANTEE THAT THE FIREWALL OR THE FIREWALL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS CONNECTED TO THE FIREWALL OR SUPPORTED BY THE FIREWALL SERVICES WILL BE SECURE, OR THAT THE FIREWALL AND/OR FIREWALL SERVICES WILL MEET END USER'S REQUIREMENTS; (C) THERE IS NO GUARANTEE THAT ANY COMMUNICATIONS SENT BY MEANS OF THE FIREWALL OR THE FIREWALL SERVCIES WILL BE PRIVATE; (D) THERE IS NO GUARANTEE THAT ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE WILL BLOCK ALL SITES NOT DESIRED BY END USER OR THAT SUCH SOFTWARE WILL NOT BLOCK ANY SITES THAT ARE DESIRED BY END USER; AND (E) ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE IS USED AT END USER'S SOLE RISK AND DISCRETION.

**Acts Beyond Tek-Hut's Control**

Neither End User nor Tek-Hut will be responsible to the other 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 Tek-Hut's reasonable control, except that End User must pay for any Firewall Services used.

**Representations and Warranties of End User**

End User agrees, represents and warrants that:

1. It has full power and authority (including full corporate or governmental power and authority) to execute and deliver this Firewall Agreement and to perform its obligations hereunder; and
2. It has carefully reviewed the Firewall Agreement, and that its use of the Firewall Services rendered hereunder shall be designed, installed, furnished and in all respects provided and maintained in conformance and compliance with applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Firewall Agreement and it shall be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities.

End User understands that, should it request or make any changes to its Firewall, VPN or

Firewall Services, that such changes may result in a lower level of security and may allow unsecured access to its network. In the event of any such change, End User acknowledges and agrees that it shall assume all risks and liabilities associated with or resulting from any such changes.

**TEK-HUT, INC.**

By: _____
Nate Bondelid, President

DATE: 3/22/19

**End User** Emmett School District

By: _____
Ken Loftus **[name]**, Director of Technology **[title]**

DATE: 22 Mar 2019