Ednetics Contract #
EV-45-IDEISD-240921-1A

EDNETICS VOICE SERIES 1

Managed Voice Contract

45 Month Agreement

September 24, 2021

Emmett Independent Dist

Prepared for
Ken Loftus, Tech Director

Customer
Emmett Independent School District
#221
119 N Wardwell Ave
Emmett, ID 83617

(888) 809-4609
www.ednetics.com

EDNETICS VOICE S1

Managed VoIP

45 Month Agreement

Service Summary

Ednetics Voice S1 is a managed unified communications service. The service offers a comprehensive suite of features purpose-built to provide customers with unprecedented levels of flexibility, customization, and ease of use. Hosted out of Ednetics geo-redundant datacenters, the service includes end-to-end monitoring, ongoing maintenance, and day-to-day operational assistance. Pricing is based on a fixed rate per user and includes all necessary Public Switched Telephone Network (PSTN) access including local calling, long distance calling, and enhanced 911.

Initial Setup Charges		
Devices		
317 Device Configurations @ $20 each	$	6,340.00
Telephone Numbers		
317 Telephone Number Port Ins @ $15 each	$	4,755.00
Setup Subtotal	$	**11,095.00**
Tek-Hut Conversion Discount	$	(11,095.00)
Setup Total	$	**0.00**

Monthly User Charges through 6/30/2025**		
Users		
306 Standard Users, and	$	1,500.00
Fax Lines		
11 eFax Lines		
User Total	$	**1,500.00**

Total Monthly Charges through 6/30/2025**		
Taxes and Fees not Included*	$	**1,500.00**

*Government fees including state, local, and federal taxes are in addition to the above charges. These fees will be charged at the rates set by governmental entities and may change over the duration of the contract. Telephone number porting subject to availability.

**Pricing detailed above is Previous TekHut Pricing. New users or additional services will be added at the rates listed on Schedule 1 of this Agreement.

Table of Contents

Appendix 1
Master Agreement 4

Exhibit A
Acceptable Use Policy 11

Exhibit B
Notice to Proceed 13

Attachment J
Ednetics Voice S1™ 14

Exhibit A
911 Disclosure Statement 18

Schedule 1
Service Options and Rates 20

Appendix 1 **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. The 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 Representation**. Customer warrants they have the legal right and ability to enter into this Agreement and are authorized to act on behalf of 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 as detailed within the associated Service Attachment(s) 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 the Service will not commence until such time as Ednetics and CUstomer mutually agree 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 Charges", "Annual Charges" and "One Time Charges". Monthly Charges will be billed monthly in advance, Annual Charges will be invoiced as defined within the associated Service Attachment(s), and One Time Charges shall be billed as they occur. "Other Charges", when and if applicable, are generally actual usage charges 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, 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 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 for Support and other moves, adds or changes. The rate for these charges, if any, will be identified within each Service 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 taxes represented within the Agreement are estimated, and are thereby subject to change over the term of the Agreement. Customer further acknowledges and agrees all pricing for Service(s) and other charges due hereunder, including sales taxes, duties, fees, levies or surcharges (including Universal Service Fund or similar surcharges, when applicable) 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.
7. **E-Rate.** For Customers participating in the Universal Service Administrative Company's (USAC) E-Rate program, this Agreement, including Attachment(s) and Service Order(s), begin upon (i) their execution by both Ednetics and Customer and (ii) Customer's approval to proceed with service via a signed Notice to Proceed ("NTP"). Customer acknowledges the signed NTP affirms their acceptance of contractual obligations for the duration of this contract, whether Customer has received E-rate funding or not. 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 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.
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. **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 12. 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.

11. **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.
12. **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 be billed to Customer from the date that the termination notice is submitted.
13. **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 ninety (90) 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.

14. **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.
15. **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 or Annual 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 or Annual Charges of 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. Upgrades and/or Downgrades of Service(s) may require a Service(s) Order.
16. **Ednetics Owned Customer Premises Equipment.** Any Equipment owned and installed by Ednetics to perform or deliver Service(s) under the Agreement that 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; except to modify wiring supplied to the CPE; 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 property owner 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 damages to Ednetics CPE caused by Customer, their end-users or any Customer authorized third party. Ednetics will not be responsible for any interference or interruption in Service(s) 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.
17. **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, deletion, failure to store 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, or pro-rated Annual 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.

18. **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.
19. **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.
20. **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.
21. **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.

22. **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).
23. **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.
24. **Non-Disclosure and Publicity.** The parties understand and acknowledge that if Customer is a governmental entity, State Laws and E-Rate program regulations may require Customer to disclose certain information relating to, but not limited to, their services, finances and E-rate applications. Customer shall not disclose the terms and conditions of this Agreement to any unnecessary third party without the prior written consent of Ednetics, except as required by law.
25. **Entire Agreement.** This Agreement is the complete agreement between the Parties, concerning any 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.
26. **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.
27. **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.
28. **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.

29. **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.

Notice to Ednetics	**With a copy to:**	**If to Customer:**
Ednetics, Inc.	Ednetics, Inc.	Emmett Independent Dist
Attn: Lisa Tucker	Attn: Travis Pettyjohn	Attn: Ken Loftus
971 S. Clearwater Loop	971 S. Clearwater Loop	119 N Wardwell Ave
Post Falls, Idaho 83854	Post Falls, Idaho 83854	Emmett, ID 83617
T (208) 618-4050	T (208) 777-4709	208-365-3094
F (208) 619-4161	F (208) 777-4708	208-365-2691

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.

SIGNATURE

Shawn Swanby
PRINTED NAME

Chief Executive Officer
TITLE

1/13/2022
DATE

CUSTOMER

SIGNATURE

Kenneth J. Loftus
PRINTED NAME

Director of Technology
TITLE

13 January 2022
DATE

Exhibit A **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 Customer's 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. Any other activity that would be inconsistent with reasonable business use that may cause network congestion or jeopardizes the integrity of Ednetics.

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, discovers or reasonably believes 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 Managed Voice	Base Contract	EV-45-IDEISD-240921-1A	upon migration of TekHut services to Ednetics

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.

Emmett Independent School District #221

CUSTOMER REPRESENTATIVE SIGNATURE

Kenneth J. Loftus

PRINTED NAME

Director of Technology

CUSTOMER TITLE

13 January 2022

CUSTOMER DATE

Attachment J **Ednetics Voice S1™**

Ednetics Voice S1™ is a full-featured managed Voice over Internet Protocol (VoIP) unified communications platform. For purposes of this Attachment, "Service(s)" shall be defined as a standardized set of unified communications subscription bundles hosted in Ednetics Data Centers and delivered over the public Internet. This Service combines traditional PBX features with the advanced functionality of IP Telephony, such as Unified Messaging, Collaboration and Mobility. Features and functionality vary depending on the subscription bundles selected. Additionally, the Service includes access to the Public Switched Telephone Network (PSTN). This Attachment, as well as any underlying Service Order(s), contain additional terms and conditions unique to Ednetics Voice S1™, and are incorporated into and made a part of the Agreement by reference.

1. **Acceptable Use Policy**. Ednetics reserves the right to revise, amend, or modify ("Update") the Acceptable Use Policy ("AUP") at any time and in any manner. Any Update will be effective ten (10) days after Ednetics publishes such Update. Your continued use of the Services after such Update shall constitute your acceptance of the Update. Therefore, it is important you review the AUP from time to time. It is your responsibility to check the website at https://portal.ednetics.com regularly, as all or any part of this AUP may change without notice. If you have any questions about the AUP or about your rights and responsibilities, please contact your Account Manager. Ednetics AUP is attached to the Master Agreement as Exhibit A and made a part of this Attachment by reference.
2. **E911 Disclosure Statement**. CUSTOMER ACKNOWLEDGES AND AGREES THAT VOIP SERVICES MAY, UNDER CERTAIN CIRCUMSTANCES, HAVE SIGNIFICANT LIMITATIONS WITH RESPECT TO 911 AND E911. THE 911 DISCLOSURE STATEMENT, ATTACHED HERETO AS EXHIBIT A TO THIS ATTACHMENT AND IS MADE A PART OF THIS AGREEMENT BY REFERENCE, DESCRIBES SOME OF THOSE CIRCUMSTANCES AND CONTAINS SIGNIFICANT INFORMATION, REQUIREMENTS AND LIMITATIONS OF LIABILITY WITH RESPECT TO 911 AND E911. CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THE 911 DISCLOSURE STATEMENT AND UNDERSTANDS IT IS A MATERIAL PART OF THIS AGREEMENT. Customer further represents and warrants that Customer registered location(s) for 911 are true and correct. Customer acknowledges and agrees 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), the suspension or termination of Service(s) and the inability of a 911-dialed call to correctly route to emergency service personnel as further described in the 911 Disclosure Statement. The FCC requires the 911 Disclosure and requires Customer to acknowledge they have read it by their signature. Customer agrees to promptly notify Ednetics whenever personal or billing information changes, including, but not limited to, Customer' s name, address, e-mail address, telephone number, and credit card information, if appropriate.
3. **Payment**. Ednetics will provide Customer with monthly invoices that will be due and payable thirty (30) days from the invoice date (the "Due Date"). For the purposes of billing and adjustments, Ednetics assumes there are thirty (30) days in a month. Although the invoice date is the 10th of each month, the charges reflected are for the period from the 1st through the 30th of the month. All Monthly Charges are billed one (1) month in advance and all One Time Charges for installation and/or changes of service are invoiced on the first invoice following the date charges were incurred. Your initial invoice could contain One Time Charges, pro-rated charges for partial month' s services and Monthly Charges for services in advance and Other Charges which could be usage charges or any charges not categorized as Monthly Charges or One Time Charges. Mid-term service additions, as detailed in Schedule 1, will be added to the Customer' s monthly invoices beginning upon the date the additional service is incorporated into the Service, and at the rates established within Schedule 1. 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. Subject to any applicable state or federal regulations, in the event Customer has an outstanding

balance of fees due and owing under this Agreement, Ednetics shall not be obligated to transfer transportable, toll-free, local or other numbers to another carrier. This may not apply to all Service(s). 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.

4. **Term and Renewal Option.** The Agreement Term will begin upon Service Activation. Upon expiration of the Initial Service Term, and as long as Customer is not in default of the terms of the Agreement, and provided that all customer provided equipment remains compatible with the Service, Customer may extend their Service(s) through the implementation of a new Ednetics S1™ Voice contract. Customer must notify Ednetics of their intent to extend the service by providing written notification to Ednetics at least ninety (90) days prior to the expiration of the Service Term of this agreement.
5. **Early Termination for Convenience.** If Service(s) are terminated by Customer for convenience 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(s) and any associated Service Orders ("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 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.
6. **Letter of Authorization.** Customer will be required to execute a Letter of Authorization/Agency ("LOA") authorizing Ednetics to act as their authorized agent for ordering, porting numbers, and changing Customer's long-distance provider to Ednetics.
7. **Toll-Free Service.** Customer is responsible for all charges for toll free Service(s) provided by Ednetics. Ednetics assumes no liability where any claim arises out of Customer being provided with any toll-free number(s) other than the toll-free number(s) requested by Customer. Ednetics shall have no liability whatsoever for the use, misuse or abuse of Customer' s toll-free Service by third parties, including without limitation, Customer's employees or any member(s) of the public who dial the Customer's toll-free number(s) by mistake. See Schedule 1, Usage Pricing, attached hereto and made a part of this Attachment by reference. Toll Free Services will appear in the Other Charges section of your invoice.
8. **Long Distance Service(s).** Customer is responsible for all local and long-distance Service(s) used with and without their knowledge. Ednetics provides long distance Service(s) at no charge within the U.S. and Canada, including Alaska and Hawaii, but excludes International calls. International calls will be billed to you at the rate shown in Schedule 1, which is made a part of this Attachment by reference.
9. **Recording Calls.** When selected as an option from Schedule 1, and incorporated into the Service, the Ednetics Voice S1™ platform includes functionality which provides the Customer and their authorized users of the Service with the ability to record calls and/or other communications. The recording of such calls and communications is solely under the control of the Customer and its authorized users. Customer acknowledges certain Federal, State and HIPAA Laws impose requirements, restrictions and prohibitions with respect to recording calls or communications, including without limitation, notice and consent from all of the parties and entities on the call prior to recording the call or communication. Customer further acknowledges its sole responsibility for informing itself and all its authorized users of the Service of such Laws. Customer represents and warrants it is their sole responsibility to ensure their

understanding of all Federal, State and HIPAA laws with respect to recording calls and other communications. Customer affirms, they and all other users of the Service will, at all times, comply with all Laws with respect to recording of calls and other communications.

10. **Handsets.** Handsets are not included as part of the Ednetics Voice S1™ service. Handsets may be purchased outright via an Ednetics Service Order directly through Ednetics as referenced in Section 11 below, or through a third-party finance partner of Ednetics. All handsets purchased for use with Ednetics Voice S1™ service must be compatible with Netsapiens SNAPsolution. As referenced in Section 13 below, warranty of customer owned handsets and/or equipment is not provided in this Agreement unless otherwise stated and may be purchased separately at Customer's expense.
11. **Equipment Provisioning.** Ednetics Voice S1™ allows for the provisioning of essential infrastructure as a Service. This includes, but is not limited to handsets, collaboration endpoints, network switch equipment, servers, associated software licensing and installation services as required to provide a complete solution. For Service Orders including a term length greater than one (1) year, a purchase exceeding Ten-Thousand Dollars ($10,000.00) is required. All provisioned services, other than Network Accessories and Data Cabling, are used to provide the Service(s) and remain the property of Ednetics for the duration of the term. All provisioned services require acceptance of a Service Order(s) for each instance. Full ownership of all provisioned equipment will transfer to the customer at the end of the Agreement term.
12. **Provisioning Pricing Structure.** Ednetics Voice S1™ Service Orders may be paid in advance, or annually in equal payments, beginning at the start of the term and on each anniversary for the remainder of the Service Order term. Service Orders may also be financed in full by the Customer through a third-party finance partner of Ednetics.
13. **Equipment Warranty.** Warranty of customer owned or new equipment, as referenced in Sections 10 and 14 of this attachment is not provided in this contract unless otherwise stated. Customer may choose to obtain manufacturer equipment warranties at an additional cost.
14. **New Equipment.** New equipment may be purchased outright by the Customer or ordered via a Service Order as referenced in Section 11. Customer understands Ednetics will only support legitimately sourced equipment compatible with Netsapiens SNAPsolution and purchased through an authorized reseller of said equipment. Customer may choose to either self-install or contract with Ednetics to configure and install any new handsets for use by the Service(s). Once new equipment has been installed, and the customer notifies and provides Ednetics with all necessary information, the equipment will be incorporated and supported under this agreement as part of the Service.
15. **Customer Owned Equipment.** Customer owned equipment may be eligible to receive Service as long as the Equipment is compatible with Netsapiens SNAPsolution and has not been deemed End of Life by the Original Equipment Manufacturer ("OEM").
16. **Installation Services.** Ednetics Voice S1™ does not include the physical installation or initial configuration of new equipment. New equipment may be self-installed by Customer or installed as part of a project outside of this Agreement. Customer purchased and/or self-installed handsets will be fully supported after Ednetics receives all necessary documentation and the device has been added to Customer network.

17. **Service Availability.** Ednetics is committed to providing reliable, high-quality Voice over Internet Protocol (VoIP) Service(s) to Customers. Customer agrees to provide unrestricted Internet access to Ednetics for delivery of the Service. Ednetics warrants Ednetics Voice S1™ will be available on a continuous, twenty-four hours per day, seven days a week basis, provided there is no interruption in the Customer's third-party Internet service delivery. Scheduled maintenance windows will be agreed upon between Ednetics and Customer. Routine maintenance will generally be scheduled outside of Customer's 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.
18. **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 22 of Appendix 1; (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 S1™. 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.
19. **Ednetics Support.** Technical support is limited to equipment and service(s) integral to performance or delivery of Service(s) under this Product Attachment. Technical Support of Customer owned or provisioned equipment is not provided in this contract, unless otherwise stated. Customer may choose to obtain a support contract from Ednetics at an additional cost.

Your initials below indicate your acceptance of these Ednetics Voice S1™ specific Terms and Conditions.

Initials: _____

Exhibit A **911 Disclosure Statement**

1. **Enhanced 911 Service ("E911"):** When a caller from a registered location dials the digits 9-1-1 from any telephone that is associated with a phone number and a registered address, the phone number and address are automatically presented to the local emergency center serving the location.
2. **Basic 911 Service:** When a caller from a registered location dials the digits 9-1-1 using any telephone, the call is sent to the local emergency center serving that location, the telephone number and address associated with that telephone for call back and location purposes is not transmitted. The Basic 911 Service emergency center is not equipped to receive, capture or retain the telephone number associated with the caller's telephone service or the registered address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address if call-back and address information has not been provided by the caller.
3. **911 service will not work if you experience a power outage, service outage, or a network disruption:** Customer should maintain an alternate means of calling emergency services at all locations, such as 911 capable wireless handsets or wireline analog lines.
4. **You may not be able to reach the correct emergency services if your telephone number does not match your registered location information:** To accurately route 911 calls to the appropriate emergency call center, Customer must provide at least one Direct Inward Dial telephone number for each separate address location using VoIP telephone service as the call-back telephone number. To mitigate the possibility of not reaching the correct emergency services, Ednetics requires location information on all telephone number additions and/or changes that Ednetics or Customer perform.
5. **You may not be able to reach the correct emergency services if you move your phone to a location different from the address initially registered or change your telephone number:** Accurate location information must be registered each time Customer changes the phone's location or telephone number. If you do not, you may not be able to reach the correct emergency services and they may not be able to transfer your call to the correct emergency services. To mitigate this possibility, Ednetics will require this information on all moves, adds and/or changes Ednetics does for Customer and also of those that Customer performs.
6. **Customer responsibility:** It is Customer' s responsibility to keep your registered locations and telephone numbers updated with Ednetics at all times, to make sure others know of the 911 limitations above and what to do in an emergency. Customer is also responsible to place 911 stickers or easily seen signs on or near your phones warning of the situations in 2 (if applicable), 3, 4, and 5 above.

7. **Limitation of Liability and Disclaimers.** CUSTOMER SPECIFICALLY AGREES THAT IN NO EVENT WILL EDNETICS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE SERVICES OR WITH ANY USE OF,OR INABILITY TO USE, EMERGENCY 911 SERVICES IN CONNECTION THEREWITH. CUSTOMER ALSO AGREES TO RELEASE AND DISCHARGE EDNETICS, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS, FROM ANY AND AGAINST ALL ACTIONS, LAWSUITS, CLAIMS, DAMAGES, JUDGMENTS, LIABILITIES AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, THAT CUSTOMER MAY OTHERWISE HAVE IN CONNECTION WITH USE, WHETHER BY CUSTOMER OR BY ANY OTHER PERSON OF THE SERVICES THAT ARE PROVIDED TO YOU UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). TO THE FULLEST EXTEND PERMITTED BY LAW, YOU WAIVE YOUR RIGHT (AND COVENANT NOT) TO BRING SUIT FOR SAID CLAIMS AGAINST EDNETICS OR ANY OF THE OTHER PERSONS MENTIONED ABOVE.

Acknowledged and Agreed

CUSTOMER REPRESENTATIVE SIGNATURE

Kenneth J. Loftus

PRINTED NAME

Director of Technology

CUSTOMER TITLE

13/1/2022

CUSTOMER DATE

Schedule 1 **Service Options and Rates**

Setup Fees	One Time Fee
Device Configuration (per device)	$20.00
Telephone Number Port (per number)	$15.00
Directory Listing Setup (per each line in the listing)	$8.50
Service Fees	**Monthly Fee**
Basic User	$9.00
Standard User	$11.00
Advanced User	$16.00
Analog Device	$12.00
eFax Line	$20.00
Additional Active Telephone Number (per number)	$1.50
Additional Spare Telephone Number (per number)	$0.25
Toll Free Number (per number)	$1.25
Continuous Call Recording (activated per line)	$10.00
On Demand Call Recording (activated per line)	$2.50
Directory Listing (per each line in the listing)	$6.00
Usage Fees	**Charge**
International Calls (per minute)	$0.20
Toll Free Number Usage (per minute)	$0.20

Emmett_Independent_School_District_221_EV-45-IDEISD-240921-1A (Not Signed)

Final Audit Report 2022-01-14

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