TRBOWEST DIGITAL NETWORK

Trunking Communications Systems Agreement

www.trbowest.com
Phone: 855-542-3767
Fax: 503-794-3774

Please Remit To:
PO Box 22169
Milwaukie, OR 97269-2169

Agreement Number 71-

Dealer Information	
Company Name	Day Wireless
Rep's Name	Matt Liebe
Address	
City/State/Zip	
Phone	208-880-9637

Company Name	Customer #	Start Date
Emmet Ind School Dist #221	70441	8/1/24

Address	Term: THREE YEARS
119 N Wardweel Ave	

City	State	Zip	Phone No.
Emmett	ID	83617	208-365-4093

Site Name: ☐ New Activation ☐ Add Units ☐ Remove Units ☐ Replace Units

Payment Schedule (Due date depends on credit status) Annually Semi-Annually Quarterly ☑ Monthly

QUANTITY	UNIT TYPE	PER UNIT	TOTAL (MONTHLY)
0	BASE STATION	$22.00	$0.00
36	MOBILE Units with GPS: 0	$10.00	$360.00
4	PORTABLE Units with GPS: 0	$10.00	$40.00
0	**WAVE APP (add $4.95 ea for private call)**	$22.00	$0.00
0	**Total Units with GPS**	$6.00	$0.00
	TOTAL (Does Not Include Any Applicable Taxes)		$400.00

CLIENT 'S ACCEPTANCE	TWDN's ACCEPTANCE
Company Name: Emmett School	THIS SECTION TO BE COMPLETED AT HQ
Signature: Craig [signature]	Systems Manager Signature:
Print Name / Title:	Print Name / Title:
Date Signed:	Date Signed:
Purchase Order:	

Initials [initials]

Whereas TRBOWEST Digital Networks, (TWDN) is engaged in providing a communications system as authorized by the Federal Communications Commission and, as such, shall own, operate and maintain the system at the location given on the reverse side hereof ("System") and is willing to contract for the provision of said service, and

Whereas Customer identified on the reverse side wishes to obtain the service provided by TWDN and acknowledges that TWDN has no legal obligation to provide such service except as provided by this Agreement.

Now, therefore TWDN and Customer agree as follows:

1. Term. Customer agrees to pay for the service provided ("User Charge"), including the features indicated on the reverse side hereof, and to be bound by the Term, Payment Schedule and Total cost. No User Charge will be due until the System frequencies are installed in Customer's equipment.

2. Third Party Applications. TWDN makes no representations or warranties regarding the utility or reliability of any third party applications or services that Customer chooses to use in connection with its equipment on the System, including, but not limited to, capabilities such as Wave3000 and IP-based console service. Any such representations and warranties are the sole responsibility of the party with whom Customer contracts for those applications and services and Customer is responsible for any payments or other contractual obligations with such party(s).

3. Customer-Provided Equipment/Installation. TWDN shall not be responsible for the performance of any equipment that is installed or provided by Customer, including, but not limited to, antenna systems or ancillary parts. The correction of any problems that arise because of such installations or equipment will be billed at standard labor rates after Customer has approved a quote to perform the necessary work.

4. Automatic Renewal; Termination. After the Term indicated, this Agreement shall be renewed automatically for successive renewal Terms of the same duration unless either party gives the other written notice of its intent to terminate this Agreement thirty (30) days prior to the end of any Term. In the event TWDN's underlying antenna site lease terminates, TWDN reserves the right to fulfill its obligations hereunder by securing space on an antenna site offering comparable coverage or by terminating this Agreement. Upon termination by Customer, Customer shall pay a disconnect charge.

5. Assign; Subcontract. This Agreement is a privilege for the personal benefit of Customer and may not be assigned in whole or in part to any other person or entity without prior approval from TWDN. TWDN reserves the right to subcontract any of its obligations hereunder.

6. Additional Units. If Customer is not in default and wishes to add units, the parties will enter into a new Trunking Communications System Agreement for all Customer units.

7. Customer Covenants. Customer agrees to (a) observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the Federal Communications Commission; and (b) operate the equipment so as not to cause interference.

8. Coverage. Customer acknowledges 100 percent coverage of any area at all times is improbable. Experience with actual field conditions and from testing indicates adverse propagation conditions due to short-term unpredictable meteorological effects, sky wave interference from distant stations, and other events can interrupt service at times. Other causes beyond the reasonable control of TWDN are motor ignition and other electrical noise that could be minimized by corrective devices at Customer's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately 90 percent of the time. Any surveys, if provided, are to indicate general parameters of expected coverage, subject to previously mentioned conditions, and are not binding as an exact representation of coverage.

9. Default; Remedies. Time is of the essence in this Agreement. If Customer fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by TWDN to Customer, then Customer shall be deemed in default of this Agreement.

In the event of default, TWDN may retain all payments made hereunder, may deny Customer any service provided by the System, and may impose a charge for disconnect and a charge for reconnect expenses. Each and all rights and remedies of TWDN hereunder are cumulative to and not in lieu of each and every other such right and remedy and every right and remedy by law.

10. Liability; Indemnification; Interruption of Service; Force Majeure. Except for its own acts, TWDN shall not be liable to Customer or any other person for any loss or damage, regardless of cause. Customer's sole remedy for any such failure or delay by TWDN shall be limited to a pro-rata allowance based on the User Charge for the time such failure or delay is attributable to the fault of TWDN or its subcontractors, provided that no allowance will be given if such single failure or delay does not exceed 48 hours. TWDN does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due to force majeure such as acts of God, of governmental entities, or of the public enemy, strikes, or unusually severe weather conditions.

IN NO EVENT SHALL TWDN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Customer will indemnify and hold TWDN harmless from any loss, damage or liability, consequential or otherwise, occasioned by, growing out of or arising from any act or failure to act by Customer, its agents or employees.

11. System Oversight/Management. Customer agrees that it will provide TWDN with Customer's login and password information and that TWDN has the right to use that information and to monitor both voice and data traffic on the System for purposes of maintaining the desired quality of service on the System.

12. Amendment. No revision of this Agreement shall be valid unless made in writing and signed by an officer of TWDN and an authorized agent of Customer.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, and agreements.

14. Waiver. Failure or delay on the part of TWDN or Customer to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver to be effective, must be in writing and signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

15. Severability. If any provision of this Agreement or the application thereof to any person of circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

16. Governing Law. The laws of the State and county wherein the System is located shall govern the construction and enforcement of this Agreement.

17. Enforcement Expenses. If Customer is in default, Customer shall pay to TWDN all cost and expenses, including court costs and reasonable attorney's fees, incurred by TWDN in exercising any of its rights hereunder or enforcing any of the provisions hereof.

18. Headings. The headings used herein are solely for the purpose of reference.

19. Notice. Any notice or demand required or permitted to be given or made hereunder shall be given or made by certified or registered mail to the address given on the reverse side. TWDN or Customer may designate another address for this purpose by written notice to the other party.

Initials

Quote #QO51572

Customer ID: 70441

Idaho Communications LLC
Day Wireless Systems
1668 E Franklin Road Suite #130
Meridian ID 83642-4884
United States

Date 03/01/2024
Terms NET 30
Expires 09/30/2024
Representative Matthew Liebe
Direct Phone (208) 880-9637
E-Mail mliebe@daywireless.com
Shop Phone (208) 323-1976
Customer Contact Shauna Davis
Contact Phone (208) 365-3207
Project Name Handheld Replacements TrboWest

Bill To	Ship To
Emmett Ind School Dist #221 119 N Wardwell Ave Emmett ID 83617 United States	Emmett Ind School Dist #221 119 N Wardwell Ave Emmett ID 83617 United States

Quantity	Description	Rate	Amount
	One-for-One Radio Trade-in for New System. We will Trade one of your XPR3000 series Radios in exchange for an XPR7550e Series radio. we will use the batteries off of the XPR3500 series Radios		
4	XPR7550e UHF 4W Enabled Used	$0.00	$0.00
	Techs will need to come out on site to reprogram buses. This will take about 2 days. We would like to shoot for a time when we can have access to most of the fleet at one time.		

Subtotal	$0.00
Total	$0.00

Emmett Independent School District
LEGAL NAME OF PURCHASER

P.O. NUMBER

Craig Woods
AUTHORIZED SIGNATURE

7/18/2024
DATE

DAY WIRELESS SYSTEMS

Quote #QO51572

Customer ID: 70441

By approving this quotation, the customer is agreeing to purchase the items listed in the quote. The customer will be invoiced for the items as they arrive at a DWS facility and is expected to pay according to the terms of the quote or Net30. If the customer cancels any part of the order, the equipment must be picked up from the DWS facility. Normally stocked items may be returned for a 20% restocking fee, but non-stock items are not eligible for return and must be picked up and paid for in full at the DWS facility. Shipping and handling charges, as well as any applicable sales tax, may be included on the invoices. The terms of the order are subject to credit review. This quote is subject to review by management for completeness and accuracy, and prices are firm for 30 days unless otherwise stated. If paying by card the processing fee will be charged up to 3.5% of the transaction.

* Customers should reference the quotation number on any correspondence or purchase orders. *
* There may be a $25 charge for insufficient funds and a 1.5% late fee may apply. *