



HIGH COUNTRY NETWORKS MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into by and between High Country Networks, LLC (“High Country”), and Emmett School District (“Customer”) on **December 2024 - start date 7/1/2025** (the “Effective Date”). High Country and Customer may be individually referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. Scope of Services. HIGH COUNTRY NETWORKS will provide communication services as described in the Service Order(s), which include without limitation Hosted PBX, Leased handsets (phones), Hosted Internet, Managed Firewall, and SIP trunks. High Country will use reasonable efforts to install the services on the date agreed upon by the Parties. However, High Country does not guarantee installation on the Customer’s desired due date. Services will commence upon installation by High Country (“Installation Date”). Additional Services added later will commence upon their respective installation dates.
2. Payment. Customer agrees to pay High Country a monthly fee of **\$1,150.00**, which may be adjusted with notice by High Country, up to 10% in response to fluctuating government fees. Customer shall also be responsible for other applicable fees, including, but not limited to, monthly fees, late fees, excess charges, etc. Billing will commence with High Country’s first regular billing cycle after the Installation Date.

A Late Payment Penalty of \$30.00 will be assessed for each late invoice. Interest will accrue at 1.5% per month on any overdue amounts.

3. Term. The term of this agreement is **three (3) years** from the Effective Date, Customer may opt out within 30 days after the Effective Date, without penalty. After this period, Customer may terminate by providing 30 days’ written notice and will be responsible for paying for services through the end of the notice period. The Agreement will automatically renew on a month-to-month basis unless terminated with at least 30 days’ written notice.
4. Indemnification.

Customer Indemnification: To the fullest extent permitted by law, Customer agrees to indemnify and hold harmless High Country, its officers, directors, employees, agents, and subcontractors from and against all claims, liabilities, and damages, including reasonable attorney fees, arising out of Customer’s use of the services.

High Country Indemnification: To the fullest extent permitted by law, High Country agrees to indemnify and hold harmless the Customer and its representatives from all claims and damages resulting from the performance of its obligations under this Agreement, except those arising from the negligence or willful misconduct of the Customer.

5. Attorneys' Fees. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such dispute, including any appeals.
6. Dispute Resolution. The Parties agree to resolve disputes through mediation before pursuing arbitration or litigation. If mediation does not resolve the issue within 60 days, disputes will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Utah, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
7. Waiver of Liability for 911 Address Reporting. Customer acknowledges that High Country relies on Customer-provided physical addresses for the correct routing of 911 emergency services. High Country shall not be liable for errors in physical address reporting or service disruptions resulting from incorrect addresses provided by Customer. Customer assumes all responsibility for ensuring the accuracy of address information provided to High Country.
8. Broken Equipment Liability Waiver. High Country is not liable for any damage caused by broken, malfunctioning, or defective equipment, including Customer-provided equipment, unless such damages result from High Country's gross negligence or willful misconduct. Customer is responsible for the care and maintenance of equipment and assumes liability for repair or replacement costs resulting from damage caused by improper use.
9. Data Privacy Policy. Customer agrees to comply with High Country Networks' Data Privacy Policy, which governs the collection, usage, and sharing of Personal Data. High Country collects certain types of data, including but not limited to, usage data, contacts, camera access, microphone access, precise location data (non-continuous), phone information, and storage data, through its application. Customer agrees that High Country may use, store, and share such data with third parties, including business partners and authorized agents, in accordance with the **APP Privacy Policy**.
 - Personal Data is processed to provide services, comply with legal obligations, protect rights, and detect fraud. Customer acknowledges and agrees that High Country may share personal information with third parties for legitimate business purposes, including improving services, technical support, and analytics.
 - Personal Data collected for contract performance will be retained until the contract is fully performed. High Country may retain data longer to comply with legal obligations or as required by authorities. After the retention period, data will be deleted or anonymized.The complete Privacy Policy can be accessed <https://www.highcountrynetworks.com/privacy-policy>.
10. Modification. Modifications to the Agreement, rates, and terms may only be made by execution of written contract signed by all parties. High Country reserves the right to adjust rates and fees, which shall become effective upon notice to Customer.

11. Taxes, Surcharges, and Assessments. Customer is responsible for payment of all federal, state, local taxes, and or surcharges (excluding High Country income taxes). High Country will collect all such taxes, charges, and surcharges unless Customer provides High Country with proof of exemption. Customer will indemnify High Country for any and all costs, claims, taxes, charges, and surcharges levied against them relative to such exempt status. Surcharges and assessments, which are not required by regulatory agencies, but which High Country is permitted to charge to recover expenses, may be applied. All such charges will be set forth on a detailed invoice. High Country reserves the right make necessary changes to tax rates based on the current published tax rates.
12. Force Majeure. In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network, or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party hereunder.
13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles.
14. Severability. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall continue in full force and effect.
15. Entire Agreement. This Agreement, together with any Service Orders or Addenda, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.



High Country Networks
Name: Kyle Thompson
Date: 12/10/2024

Customer
Name: Jon Hetherington
Date: _____