

Food Service Agreement Contract

THIS AGREEMENT is made and entered into between Food Service Director, Debby Hall, and Legacy Charter School, Inc.

WHEREAS the Food Service Director agrees to oversee the food service department at Legacy.

- The Food Service Director will provide standardized recipes that have been analyzed to meet the standards of USDA.
- Will provide analyzed menus that will meet the standards of USDA
- Will provide production sheets and task sheets
- Will attend the yearly bid meetings to procure all items that are to be used in the following school year.

Will keep all records of nutritionals, CN labels and menus that the State Department requires for a review. Will make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture (USDA) for audit or administrative review at a reasonable time and place.

- Will do all of the renewal application packet for the State Department every year, which includes the following:
 - Setting the lunch prices for students and adults using the PLE tool provided by the State Department.
 - Sending out the public release to the Press.
 - Making sure all of our food service policies, are up to date. (Wellness, charging, smart snacks, etc.)
 - Completing the Non-program Food Revenue Tool
 - Assisting in the completion of free and reduced forms
- Will complete the amended budget and projected Budget
- Will keep an eye on that budget and numbers being served.
- Will support any issues the kitchen managers have and will help with the hiring of all employees.
- Will check on the kitchen to make sure everything is being taken care of in an environment that is warm, clean and nurturing for the students at Legacy Charter School.
- Will do whatever needs to be done to insure that the food service department is running at its peak at all times.
- For the services above Legacy agrees to pay the Food Service Director (Debby Hall) \$5000.00 per school year until either party terminates the contract with 30 day written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Debby Hall

Debby Hall / Director of Food Service

Signature/Title

1/30/2019

Date

Legacy Charter School

[Signature]

Signature/Title

1-31-19

Date

CONSULTATION, INTERPRETATION AND GUIDANCE SERVICES AGREEMENT
(Forms 1094/1095 Reporting Only Agreement)

THIS SERVICES AGREEMENT ("Agreement") is entered by and between LEGACY PUBLIC CHARTER SCHOOL, INC. ("**DISTRICT**") whose address is 4015 S. Legacy Way, Nampa, ID, 83686 and Eligibility Tracking Calculators, LLC ("**ETC**" or "**CONTRACTOR**"), whose address is 14607 San Pedro Ave., Suite 155; San Antonio, Texas 78232.

WHEREAS, **ETC** is a Direct District HR Input System and Consultative Company designed to use District's direct input of objective payroll data (defined as payroll information used to run employee paychecks) and offer/acceptance/waiver benefit information provided by **DISTRICT** to analyze data and determine appropriate 1095-B/C codes to populate the 1095-B/C Forms and to determine who is not eligible to be provided a 1095-B/C form; and

WHEREAS **ETC** desires to become a consultant of **DISTRICT** so that **ETC** can perform interpretation, guidance identification/tracking services to assist **DISTRICT** in its required reporting to the Internal Revenue Service and provision of information to applicable persons in accordance with the *Forms 1094-B/C* and *1095-B/C* pursuant to healthcare reform laws under the Affordable Care Act (collectively "Forms").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DISTRICT** and **ETC** agree as follows:

1. Relationship and Term

- 1.01** Term of this contractual relationship is calendar year since the data contained on the *Forms 1094-B/C* and *1095-B/C* must be collected and reported based on a calendar year. The term of this Agreement is January 1, 2017 to December 31, 2019. Effective date of this Agreement is the last date of signature by the Executing Parties. **ETC's** work shall continue until the filing date with the IRS and beyond if corrections are required by IRS. For corrections, additional charges may apply dependent on the required corrections and the basis for the need for the corrections. District may terminate this Agreement prior to the termination date with 30 days' written notice. If District terminates this Agreement before December 31, **ETC** is relieved from preparing and providing all *Forms 1094-B/C* and *1095-B/C* for employees and from filing the *Forms 1094-B/C* and *1095-B/C* through the AIR System (electronic system through which *Forms 1094-B/C* and *1095-B/C* are to be filed). **ETC** shall only terminate this Agreement early if District fails to provide the necessary data so that **ETC** can prepare the *Forms 1094-B/C* and *1095-B/C* and fails to provide this data within the deadlines agreed to by the Parties during implementation. Otherwise, Agreement shall be automatically renewed with the same material terms. Should material terms of Agreement be negotiated, amended or changed, **ETC** shall provide **DISTRICT** with the proposed Amended Agreement for consideration.
- 1.02** It is expressly understood that **ETC** and **DISTRICT** are independent entities and neither is employed by the other. **DISTRICT** in no way controls the manner, method or means of **ETC's** work and **ETC** provides all the tools necessary for services to be rendered for **DISTRICT**. **ETC** has been retained by **DISTRICT** for a specific term to perform services beyond **District's** expertise. Both Parties are responsible for their own tax obligations and insurance obligations.
- 1.03** It is expressly understood that **ETC's** responsibilities are limited to using District's direct input of objective payroll data (defined as payroll information used to run employee paychecks) provided by **DISTRICT** and **District's** benefit information, including, if applicable, **DISTRICT** determinations as to appropriate Indicator Codes for the Forms so that **ETC** can provide interpretation and guidance regarding the completion of these Forms, in accordance with the most current IRS instructions of *Forms*

1094(B/C) and 1095(B/C), final IRS regulations issued in accordance with Code Sections 6055 and/or 6056, and other IRS guidance related to **District's** reporting obligations under Code Sections 6055 and/or 6056. **ETC** assumes **NO LIABILITY** in **District's** ACA compliance efforts beyond reporting as required for the *Forms 1094-B/C* and *1095-B/C*.

- 1.04** It is expressly understood that it is **District's** sole responsibility to determine if the reporting referenced herein is to be completed using the *Forms 1094-B* and *1095-B* **or** *Forms 1094-C* and *1095-C*.

2 ETC's Responsibilities

- 2.01** **ETC** shall prepare **District's** *Forms 1094/1095(B/C)* as well as provide interpretation and guidance regarding the completion of these Forms, in accordance with the most current IRS instructions of *Forms 1094(B/C)* and *1095(B/C)*, final IRS regulations issued in accordance with Code Sections 6055 and/or 6056, and other IRS guidance related to **District's** reporting obligations under Code Sections 6055 and/or 6056. **ETC** staff will provide in-depth interpretation and strategy sessions specific to any changes in the Affordable Care Act or related regulations that would impact **District's** obligations as an applicable large employer under Code Section 4980H and/or **DISTRICT'S** reporting obligations under Code Section 6055 and/or 6056.
- 2.02 Tax Obligations.** **ETC** shall be responsible for its own tax obligations and understands that in accordance with this Independent Contractor Relationship with **DISTRICT**, neither party is an employee of the other and that **DISTRICT** assumes no responsibility or obligations in withholding any amounts to be paid to **ETC** for work performed. Although the Parties do not believe that **ETC's** services are subject to sales tax, should sales tax be assessed, **DISTRICT** understands that the sales tax is **District's** responsibility.
- 2.03 Ownership of Proprietary and Confidential Material.** **ETC** agrees and understands that **District's** payroll data and other internal **DISTRICT** information provided or made available to **ETC** may be sensitive and confidential. Therefore, **ETC** agrees to hold this information forever in confidence and only to share this information with **DISTRICT** appointed representatives as instructed by **DISTRICT**.
- 2.04 DUTY OF DEFENSE AND INDEMNITY.**
IF DISTRICT PROVIDES ETC WITH ACCURATE DATA TO COMPLETE DISTRICT'S FORMS 1094-B/C AND 1095-B/C REPORTING OBLIGATIONS AND PROVIDES ALL FINAL ACCURATE DATA NO LATER THAN AGREED UPON DEADLINES, ETC SHALL DEFEND, INDEMNIFY, AND HOLD DISTRICT HARMLESS FROM ANY CLAIMS OR DAMAGES RELATED TO DISTRICT'S FORM 1094-B/C AND 1095-B/C REPORTING OBLIGATIONS, WHICH RESULTED FROM ETC'S NEGLIGENCE IN THE PERFORMANCE OF ITS DUTIES IN ACCORDANCE WITH THIS AGREEMENT. THE SCOPE OF ETC'S DUTY OF DEFENSE AND INDEMNITY IS LIMITED TO DISTRICT'S FORMS 1094-B/C AND 1095-B/C REPORTING OBLIGATIONS ONLY, AND DOES NOT INCLUDE ANY CLAIMS OR DAMAGES THAT MAY SEPARATELY RESULT UNDER ERISA, THE INTERNAL REVENUE CODE, OR OTHER FEDERAL OR STATE LAWS RELATING TO DISTRICT'S ADMINISTRATION OF ITS GROUP HEALTH PLAN(S) AND/OR CAFETERIA PLAN(S).
- 2.05 Beyond the Scope of the Agreement for Services.** **ETC** has not been retained and shall not provide state and/or tax consultation/advice (beyond that which is specifically identified with respect to the preparation and provision of the *Forms 1094-B/C* and *1095-B/C*), ERISA compliance, wage and hour compliance, human resource compliance, privacy laws or any other regulatory, legal or statutory rules and regulations as it relates to handling **District's** business affairs, including, but not limited to, employee management and operations.

3. District's Obligations

- 3.01 Release of Information.** **DISTRICT** agrees to provide **ETC** with accurate information necessary in the format prescribed herein for **ETC** to prepare **District's Forms 1094-C/1095-C**. If all the objective payroll data and benefits data cannot be provided or cannot be provided via Excel or CSV, additional charges may be applied but only after agreed to by **DISTRICT**.
- 3.02 Authoritative Transmittal.** If **ETC** is to file the Authoritative Transmittal for the *Forms 1094-C/1095-C*, **DISTRICT** must provide **ETC** all Control Group information for all entities. Determination of whether a control group exists is the sole responsibility of the **DISTRICT**.
- 3.03** Data needed from **DISTRICT** to provide year end reporting through *Forms 1094-C/1095-C*, in addition to payroll and benefits elections throughout the year, includes: 1) Employee Required Contribution amount(s) for the calendar year; 2) determination of whether the Medical Health & Welfare Plan meets Minimum Value and/or is Minimum Essential Coverage; and 3) if self-insured, all covered individuals enrolled in the plan with TIN and/or date of birth ("DOB"). It is **District's** responsibility to follow the TIN Solicitation Process to use the DOB in lieu of the SSN for covered individuals. As of December 1, 2016, the instructions regarding the TIN Solicitation Process can be found in IRS Publication 1586, which is available here: <https://www.irs.gov/pub/irs-pdf/p1586.pdf>.¹ If and when the IRS Proposed Rules regarding the TIN Solicitation Process are finalized, it is **District's** responsibility to follow those rules. All final information must be submitted to **ETC** no later than agreed upon dates during implementation. This information shall **only** be considered provided timely if **ETC** agrees to accept this data in writing during the implementation of District's account.
- 3.03 Eligibility Determination and Plan Designs.** Regardless of the Measurement Method(s) used by District (Monthly Measurement Method or Look-Back Method or a combination of these methods), **DISTRICT** understands and acknowledges by his/her signature below that **ETC** will follow **District's** instructions with respect to persons eligible to be offered benefits and the proper codes to be reported on the *1095-C Form* for each employee. However, **ETC** has not been retained to assist in determining 4980H full time/part time status for benefits, and has not been retained to assist in ensuring **District's** compliance with any other aspect related to District's administration of its employee health and welfare plan(s), cafeteria plan(s) and/or Section 125, or any other employee benefit plans in place.
- 3.03 Ownership of Proprietary and Confidential Material.** During the term of this Agreement, **ETC** may disclose to **DISTRICT** confidential information and trade secrets proprietary to **ETC**, including, but not limited to, systems, methods of operation, marketing and advertising procedures, internal procedures, programs and forms. **DISTRICT** acknowledges and agrees that all such information is confidential and is the exclusive property of **ETC**. **DISTRICT** covenants and agrees that it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such confidential information, nor shall it use any such confidential information nor cause such confidential information to be used for any purpose other than during **District's** work with **ETC**.
- 3.04** **DISTRICT** shall pay **ETC** in accordance with the terms agreed to and set forth in the attached *Exhibit A*. Payments not paid via ACH are due net 20 days.
- 3.05 Payment upon Termination of Relationship.** Upon termination of this Agreement, **DISTRICT** agrees to pay **ETC** amounts earned prior to termination of this Agreement.
- 4. Miscellaneous**
- 4.01 Amendments.** This Agreement may only be amended by written agreement by either party and only enforceable after countersigned by other party.

- 4.02 Severability.** In the event any provision of this Agreement becomes unenforceable or void, such shall not invalidate any other provision of this Agreement.
- 4.03 Assignability.** No assignment of this Agreement of the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
- 4.04 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between **DISTRICT** and **ETC** on the matter contained herein.
- 4.05 Governing Law.** This Agreement is being executed and delivered and is intended to be performed in the State of Texas, County of Bexar, and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement.
- 4.06 Captions.** The captions contained herein are for reference purposes only and do not affect the meaning of this Agreement.

DISTRICT and **ETC** have acknowledged their understanding of and are in agreement to the mutual promise written above by executing this Agreement.

AGREED:

By: Alicia J. Haff, JD
Eligibility Tracking Calculators, LLC

Executed: August 16, 2017

By: BART MCKNIGHT / CHAIRMAN Executed: [Signature]
Printed Name, Title Signature

Date Executed (and Effective Date of Contract): 8-17-17

ETC TRACKING, EXHIBIT A

SERVICES PROVIDED AND FEE SCHEDULE for LEGACY PUBLIC CHARTER SCHOOL, INC.
The information contained below is a summary of the description of services for which fees are charged. These Services are described more detail in the Services Agreement to which this Exhibit is an attachment and made part of the Services Agreement. To the extent any terms and conditions in this Exhibit conflict with the Services Agreement, the Services Agreement controls.

1. ONE-TIME SET UP FEE

\$0.00

Company Creation and Shell Set up on ETC server;
Implementation Support in gathering payroll & benefits information;
Creation of *Form 1095-C (or 1095-B if applicable)* Departments & assignments of initial indicator codes;
Set up payroll schedule and customize monthly reporting summary;
Process contracts and set up accounting to terms;
Creation of a Business Associate Agreement between companies;
Discussions and consulting regarding current healthcare strategy if desired;
Measurement Period/Stability Period Set up based on District determinations of appropriate measurement methods and periods;

2. ONE-TIME TECHNOLOGY FEE

\$0.00

ETC will create a computer processor around **District's** payroll and benefits templates approved by ETC;
Creation of XML Manifest;
Creation of XML Error reports.

3. REPORTING CONSULTING SUPPORT

Collect necessary data to prepare *1095 Series ACA Forms* for filing with the US Department of Treasury;
Consult with District regarding ACA obligations and proper Indicator codes for *1095-C Forms*;
Prepare *Forms 1095-C* for affected employees (method of delivery to be determined by District; any postage/handling charges are additional fees);
Strategy Sessions with ACA consultant to prepare and plan for changes to ACA that impact District's obligations under Code Sections 4980H, 6055, and/or 6056;
In depth newsletters and summaries provided by The Law Offices of Alicia J Haff; and
Marketplace/IRS Appeals Support. All appeals notices must be submitted to appeals@eligibilitytrackingcalculators.com in a timely manner.

\$12.60 PEPY (Paid by Trust)

4. YEAR END DELIVERY – POSTAGE

\$1.65 Per Form

ETC will deliver via USPS the 1095-C forms to each employee's address provided during the year end process. Tracking will be provided for each piece to the last postal address. ETC will upload to the District portal an electronic version of the 1095-C forms sorted in USPS zip code order.

District Signature: _____

Printed Name: _____

Date: _____

8-17-17

ETC TRACKING, EXHIBIT B

LEGACY PUBLIC CHARTER SCHOOL, INC. must provide ETC with data in a specific format as follows:

- Excel or CSV format;
- Organized or able to be organized via payroll period (not via individual employee with totals);
- Cells are not to be merged and must be sortable for proper mapping by ETC (i.e. no subtotals, no totals, no subcategories breaking up the data);
- Current Address information for each employee; and
- Employee Name broken out by First and Last;
- Identification Number (SSN or TIN) for every employee; and
- Benefits information (effective date(s), decision(s), employee required contribution amounts, termination of benefits).

For your convenience, attached are several templates to use (Payroll, Address and Benefits). Either complete these templates in their entirety or you may submit your own template/files for ETC's review. If ETC cannot use the data provided in the template(s) provided, we shall work with you to find a solution to extract this information. However, additional charges may apply if ETC must manipulate such data to extract for reporting purposes. Any additional fees shall be agreed to by the Parties prior to any work performed.

I understand that ETC will work to assist **DISTRICT** in creating the ETC file template for up to 1 hour at no charge. For hours beyond this, **DISTRICT** will be invoiced \$95.00 per hour on the first invoice following **DISTRICT** approval of additional hours of consultation.


District Signature

8-17-17
Date

Bart McKnight, Chair person
LEGACY PUBLIC CHARTER SCHOOL, INC. NAME

Managed Internet Access Agreement

THIS AGREEMENT is made and entered into by and between **TEK-HUT, INC.**, an Idaho corporation ("Tek-Hut") and Legacy Charter School District #478 ("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.

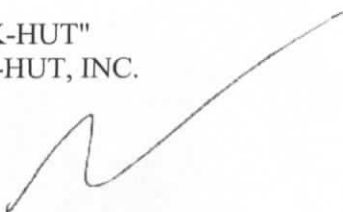
NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties, for themselves, their successors and assigns, do hereby agree as follows:

1. Scope of the Work. Tek-Hut shall provide 200 Mbps Dedicated Internet Service with managed firewall.
2. Contract Price. Customer agrees to pay to Tek-Hut the sum of \$1250 per month for a period of 36 months, for a total contract price of \$45,000 ("Contract Price").
3. Term of Contract. The term of this contract shall be for a period of 36 months, commencing on the 1 day of July, 2020, and continuing until the 30th day of June, 2023. Upon expiration of the Term, this Agreement shall be automatically renewed for an additional (2) 36 month periods of time on the terms and conditions identical to those defined in this agreement unless terminated by not less than (3) months prior written notice given by either Party to the other.
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, 2020, 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. Managed Firewall / Public IP Addresses;
 - b. Monitoring of Customer's network traffic;
 - c. Customer notification of outages;

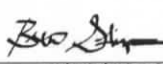
7. Responsibility of Customer. In addition to Customer responsibilities identified herein, the Customer shall provide or be responsible for:
- a. any equipment or hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith;
 - b. any equipment and/or 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. Additional Bandwidth. Additional bandwidth available in 50M increments at \$150 per month.
13. Non-appropriation clause. Customer may terminate agreement prior to contracted date without termination charge, if customer has exhausted all funds legally available for all due payments under the agreement;

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

"TEK-HUT"
TEK-HUT, INC.

By: 
DATE: 2/20/20

"CUSTOMER"
Legacy Charter School District #478

By: 
DATE: 2/20/2020

Schedule B1

This Schedule B1 is part of that Managed Internet Access Agreement (the "**Agreement**") between Tek-Hut, Inc. ("**Tek-Hut**") and Legacy Charter School District #478 ("**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:

<u>Priority</u>	<u>Definition</u>
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:

<u>Priority Level</u>	<u>Initial Response Time</u>
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 PRODUCTS 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 WILLFUL 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 SERVICES 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

End User: Legacy Charter School District

By: _____

Brett Stimpson, Technology Coordinator

DATE: 2/20/20

DATE: 2/20/2020