

## TELECOMMUNICATION SERVICES AGREEMENT

THIS TELECOMMUNICATION SERVICES AGREEMENT (this "Agreement") is made this 9th day of April, 2015 by and between Silver Star Communications, a dba of Millennium Networks, LLC a Wyoming company("Silver Star") and Taylor's Crossing Public Charter School\_\_\_\_("Customer").

### RECITALS

A. Silver Star Communications owns and operates a fiber network in Idaho and Wyoming, together with such associated facilities, equipment or services, including but not limited to switches and electronic equipment, necessary or convenient for the purpose of transporting telecommunications traffic, and for other purposes.

B. Customer desires to use certain Silver Star Communications Services.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Scope of Agreement. Silver Star agrees to provide, and Customer agrees to purchase from Silver Star, the telecommunication services described in Exhibit A ("Telecommunications Services"), which is attached hereto and incorporated by reference herein.

1.1 Service and Price Changes. Unless otherwise specified in Exhibit A, Silver Star Communications reserves the right to cancel or change any service offering or alter the prices for individual Telecommunication Services upon 90 days written notice to Customer.

1.2 Additional Services. With Silver Star Communications' concurrence, Customer may order additional or different Telecommunication Services, and each such change or addition will be memorialized in a revised Exhibit A. Each revision of Exhibit A will be incorporated in this Agreement in the same manner as the original Exhibit A.

1.3 Other Providers. Customer acknowledges and agrees that certain Telecommunication Services, or components thereof, may be offered by Silver Star Communications' affiliates, underlying service providers, subcontractors or vendors.

1.4 Non-Exclusive. This Agreement is non-exclusive and shall not prevent or prohibit either Party from entering into similar agreements for similar services with third parties.

2. Compensation.

2.1 Payment of Compensation. Unless otherwise provided in Exhibit A, Customer shall pay to Silver Star Communications, in advance, the nonrecurring amounts set forth on Exhibit A upon execution of this Agreement, and shall continue to pay applicable monthly recurring payments thereafter as long as the Agreement is in effect.

2.2 Payment Schedule.

2.2.1 Silver Star Communications will forward an invoice to Customer on or before the first (1<sup>st</sup>) day of the month for Telecommunication Services to be provided during

the following month after the invoice is forwarded.

2.3 Customer shall pay the invoice within thirty (30) days of receipt; provided, however, that the compensation shall be paid by Customer, regardless whether an invoice is received, on or before the first (1<sup>st</sup>) day of the month for which Silver Star Communications is to provide the Telecommunication Services.

2.4 Default Payments. If Customer defaults in the payment of any sum due hereunder, then such unpaid amount shall bear interest at the rate of four percent (4%) over the prime rate as published in the Wall Street Journal Western Edition on the date of such default from the date due to the date of payment. In addition, if Customer defaults in the payment of any sum due hereunder, Customer shall pay to Silver Star Communications a late charge equal to five percent (5%) of the overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Silver Star Communications will incur by reason of late payment of Customer. Acceptance of such late charge by Silver Star Communications shall in no event constitute a waiver of Customer's default with respect to such overdue amount, nor prevent Silver Star Communications from exercising any of the other rights and remedies granted hereunder.

3. Mutual Cooperation. Each party will cooperate with the other, and take all actions necessary and appropriate for the connection of Customer's network with the Telecommunication Services provided by Silver Star Communications. Each party will take such measures as may be reasonably necessary to inform the other party in advance of any changes in its network or practices that may affect the other party's network or services.

4. Term of Agreement. The term of this Agreement shall be defined in Exhibit A and shall commence on the date the Agreement is executed by the Parties. In addition, Silver Star Communications may terminate this Agreement at any time, with or without notice, if it reasonably concludes that Customer's use of the Telecommunication Services is unlawful or threatens the integrity and functionality of Silver Star Communications' network.

5. Continuity of Service. Silver Star Communications shall use its best efforts to service and maintain the Telecommunication Services in conformity with the operations and procedures set forth in its tariffs, operating manuals and any other specifications or maintenance requirements as may be in accordance with industry standards.

5.1 Interrupted Service. Silver Star Communications shall notify Customer of any anticipated or planned service interruption and Customer will cooperate with Silver Star Communications to take appropriate actions to restore service availability.

6. Limitation of Liability. If the Telecommunication Services are unavailable for ten (10) consecutive hours during any calendar day and such unavailability results from the failure of equipment or facilities of Silver Star Communications, Silver Star Communications will credit a prorated amount to Customer's account in an amount equal to the charges which would have been charged by Silver Star Communications to Customer during the period when services or access is unavailable. This credit shall constitute the sole available remedy for any Silver Star Communications errors, interruptions or defects in the ordering processing, provisioning or transmission of services. In no event shall Silver Star Communications be liable to any person or entity for any indirect, consequential, special, incidental actual or punitive damages, or for any lost profits of any kind or nature, arising out of the performance of this Agreement.

7. Warranties.

7.1 The Parties. Each Party represents and warrants it is, and will remain, duly organized, validly existing, and in good standing under the laws of the place of its origin, and possesses all the authority necessary to enter into and perform its obligations under this Agreement.

7.2 Silver Star. Silver Star Communications represents and warrants that: (a) its On-Net Service is designed, installed, provided, and maintained in compliance with applicable legal requirements; and (b) it possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its Services to Customer.

7.3 Customer. Customer represents and warrants that: (a) services it furnishes to its End Users are designed, installed, provided, and maintained in compliance with applicable legal requirements and those established in this Agreement; (b) all Custom Silver Star communications traffic handled by Silver Star communications is compliant with applicable legal requirements and those established in this Agreement; and (c) it possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its services.

7.4 Exclusion of Other Warranties. THE WARRANTIES SET FORTH IN SECTIONS 7.1-7.3 ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INTERFERENCE, AND NON-INFRINGEMENT.

8. Relationship of the Parties. This Agreement does not constitute either party as an agent, legal representative, joint venturer, partner, franchisee or employee of the other party for any purpose. Each party shall be an independent contractor and is in no way authorized to make a contract, agreement, warranty, or representation on behalf of the other or to create any obligation, express or implied, on behalf of the other. The parties agree that this Agreement does not constitute a fiduciary relationship between Silver Star Communications and Customer.

9. Confidentiality. Unless required by law, the parties shall not disclose, duplicate or copy, or make use of this Agreement and any exhibits for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary the terms and conditions of this Agreement and all information supplied or disclosed to each other in connection with this Agreement.

10. Assignment. Either party may assign its rights and/or obligations under this Agreement, or any portion thereof, upon the written notice to the other party. Any assignee must become obligated to the terms of this Agreement prior to said assignment.

11. Notice. Any notice under this Agreement shall be in writing and shall be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail and Federal Express) or certified mail or by facsimile. Any notice given by certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by a facsimile confirmation. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Customer:

Taylor's Crossing Public Charter School  
1445 N Wood River Dr., Idaho Falls, Idaho 83401

If to Silver Star Communications:

Silver Star Communications  
Attn: Legal & Regulatory Administrator  
P.O. Box 226  
Freedom, WY 83120  
Facsimile: 307-883-2575

Any notice shall be deemed to have been given on (a) actual day of delivery or refusal to accept delivery, (b) the day of mailing by registered or certified mail, or (c) the day facsimile transmission is verified.

12. Default.

12.1 Events of Default. The occurrence of any one or more of the following events shall constitute a default under this Agreement:

12.1.1 Failure by Customer to make any payment or other compensation payable by Customer to Silver Star Communications when due under the terms of this Agreement; or

12.1.2 Failure by either party in performing any other term, covenant, or condition of this Agreement upon the expiration of thirty (30) days from receipt of written notice from the other party, or the inaccuracy in any material respect of any representation or warranty made by either party to the other.

12.2 Defaulting Party's Right to Cure. The party failing to perform shall not be deemed to be in default if such party, prior to the expiration of said thirty (30) days, has cured such failure as set forth in the notice of default. With respect to any non-monetary default that cannot reasonably be cured within thirty (30) days, the default shall not be deemed to be uncured if the defaulting party commences cure within thirty (30) days for so long as the defaulting party is diligently prosecuting the cure thereof.

12.3 Non-defaulting Party's Right to Perform. If the defaulting party fails to pay any sum of money required to be paid by such party to a person or entity other than the non-defaulting party or fails to perform any other act to be performed by such defaulting party hereunder, and such failure continues for thirty (30) days after notice thereof by the non-defaulting party, the non-defaulting party may, but shall not be obligated so to do, and without waiving or releasing the defaulting party from any of its obligations, make any such payment or perform any such other act on the defaulting party's part to be made or performed as provided in this Agreement.

13. Specific Performance. Each party agrees that the other party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to

injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof.

14. Remedies. In the event of a default by either party, which is not corrected within the time frames specified herein, the non-defaulting party shall be entitled to all rights and remedies available at law or in equity, including, without limitation, specific performance of the terms of this Agreement against the defaulting party.

15. Force Majeure. With the exception of payment of fees and charges due under this Agreement, a party shall be excused from performance, if its performance is prevented by acts or events beyond the party's reasonable control, including but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

16. Severability. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

17. Indemnification. Each party to this Agreement hereby indemnifies and holds harmless the other party with respect to any third-party claims, lawsuits, damages or court actions arising from performance under this Agreement to the extent that the indemnifying party is liable or responsible for said third-party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification shall promptly notify the other party of the claim and, when known, the facts constituting the basis for such a claim. In the event that one party to this Agreement disputes the other party's right to indemnification hereunder, the party disputing indemnification shall promptly notify the other party of the factual basis for disputing indemnification. Indemnification shall include, but is not limited to, costs and attorney fees.

18. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

19. Successors and Assigns. This Agreement and all terms and conditions hereof shall be binding upon and shall inure to the benefit of all authorized heirs, successors in interest or assignees of either party hereto.

20. Entire Agreement. This Agreement, together with all exhibits, notices, appendices and any jointly executed written supplements hereto, represent the entire agreement contemplated by the parties hereto. It is understood and agreed by the parties that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Telecommunication Services between them other than as set forth herein.

21. Written Modification. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by both parties or their duly authorized agent or attorney.

22. Waiver. No covenant, term or condition contained in this Agreement nor the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be



deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due, or failure to insist upon performance, shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

23. Counterparts. This Agreement may be executed in counterparts and upon every party having executed a counterpart, each signed copy shall have the same force and effect as an original document and as if the parties to the counterparts had signed the same document.

24. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties hereto to enforce or interpret the terms and conditions of this Lease, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorneys' fees, through all levels of action, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreement from the other party in settlement of claims asserted by that party.

25. Captions. The captions inserted in this Agreement are for convenience only and do not define, limit or otherwise describe the scope or intent of this Lease or any provision hereof nor affect the interpretation of this Agreement.

26. Time of Essence. Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Agreement.

27. Additional Acts. The parties hereto agree to execute and deliver any documents or instruments and to take any and all actions reasonably necessary to carry out any agreement, term or condition of this Agreement, whenever the occasion may arise and request for such action shall be made.

The parties have executed this Agreement on the date first above written.

**Customer:**

Taylor's Crossing Public Charter School  
1445 N Wood River Dr., Idaho Falls, Idaho 83401

By: Daniel L. Wendt

Name: Daniel L. Wendt

Its: April 9, 2015

**Silver Star Communications:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**(SEE ATTACHED QUOTE SSCQ1601)**



Quote SSCQ1601

**Prepared For:**

Taylor's Crossing Public Charter School  
 Jamie Toop  
 Phone: 2085520397  
 1445 North Wood River Drive  
 Idaho Falls, Idaho 83401  
 jtoop@tceagles.com

**Prepared By:**

Brady Ulrich  
 Phone: (208) 403-3227  
 Fax:  
 Email: bulrich@silverstar.net



Below is the interactive version of the quote, you can choose options and see the quote totals.

For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
<input checked="" type="checkbox"/>	1 50 Mbps Dn x 50 Mbps Up Internet service delivered via fiber optics		\$650.00	\$650.00
<input type="checkbox"/>	1 100 Mbps Dn x 100 Mbps Up Internet service delivered via fiber optics		\$900.00	\$900.00
<input type="checkbox"/>	1 1 Public Static IP Address		\$5.99	\$5.99
<input checked="" type="checkbox"/>	1 Block of 5 Public Static IP Addresses		\$28.99	\$28.99
1	One-time construction cost payable directly to Silver Star Communications upon completion of construction. Will be built off of the City of Ammon fiber. Currently construction costs are estimated at approximately \$24,000. Customer will be responsible for exact construction costs.		\$24,000.00	\$24,000.00

**SubTotal 3 Year term commitment \$24,000.00**

Early termination: Should services be canceled prior to the completion of the agreed term listed in quote, early termination charge will apply in the amount of the remaining monthly charges, due 30 days after services are terminated. See www.silverstar.com for other terms and conditions that may be applicable. This Quote does not include taxes

Update

**SubTotal: \$24,000.00**  
**Shipping: \$0.00**  
**Sales Tax: \$0.00**  
**Total: \$24,000.00**  
**Plus \$678.99 Monthly**

Acceptance Detail

**Order Confirmation**

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.



I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

**IP Address** 96.5.162.116

**Email Address** jtoop@tceagles.com

**Name** Daniel L. Wendt

**Signature** \*\*\*\*\*  
"signatures" could include: /john smith/, /js/, /js123/, etc

**PO Number**  
(Optional: Enter PO Number as your reference only.)

**Comments**

Click to Accept

*This document was accepted on April 9, 2015 @ 5:11 pm.  
An email confirmation was sent to jtoop@tceagles.com.*

**↕ Have Questions?**

**Quote Accepted. Have additional questions?**

*(Note, you will receive a copy of your message by email.)*

*No questions posted yet.*

*Time expressed in Mountain Daylight Time UTC-06:00*

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2135 South Ammon Road, Ammon, Idaho 83406

### Permission to Perform and Maintain Fiber Optic Installation

I/We, Taylor's Crossing Public Charter School, do hereby grant permission to the City of Ammon to install a fiber optic drop cable at the address listed below. Further, permission is also granted to access the property for installation and future maintenance.

#### Landowner or Lessor:

Name: Taylor's Crossing Public Charter School

Address(es): 1445 Wood River Dr.

Idaho Falls, ID 83401

Phone: ~~408~~ - 208-552-0397

Signature of Landowner or Lessor: Daniel L. Hest

Date: 4/9/2015