

Anago[®]

CLEANING SYSTEMS

Janitorial Services Proposal



Anago of Boise

North Star Charter School

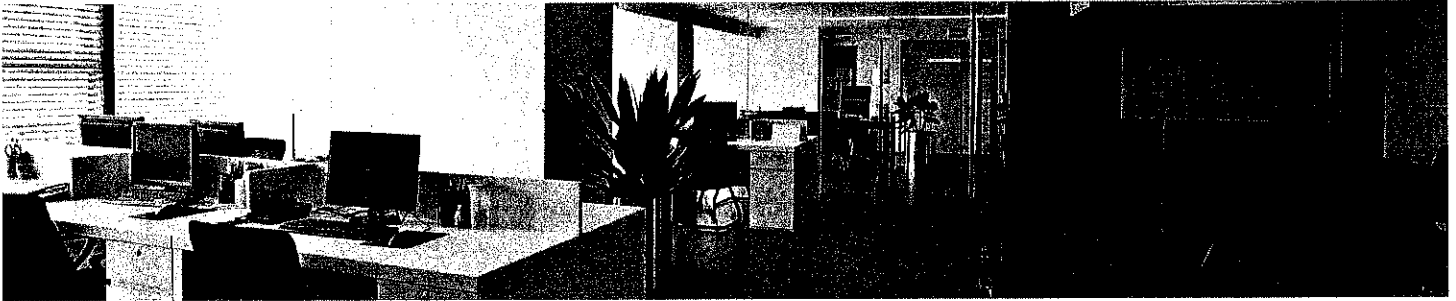
839 N Linder Rd, Eagle, ID 83616

Prepared for: Andy Horning - Head of School

Prepared by: Gwen Becknell - Regional Sales Director.

Valid Through: 5/14/2024

INTRODUCTION



April 11, 2024

Dear Andy

We are pleased to have you as a potential client at Anago® and are confident our franchisees can provide you with an exceptional service. We understand that the cleanliness and disinfection of your facility are very important because people are simply more comfortable and productive in an environment where they feel safe. Selecting the right partner for your janitorial needs is the first line of defense in employee healthcare.

With Anago's proven program, you receive a customized schedule of cleaning based on your priorities and budget. Our rotational, systematic service ensures the highest level of cleanliness for the health of your employees and clients and also provides an unbeatable first impression!

Your business benefits from unique features that set Anago franchisees apart from other janitorial services including the use of Anago CleanCom® for instant communications, the Anago Protection+ Disinfection plans for infection prevention, our budget-friendly SmartCleanSM program, solid client support, advanced cleaning methods and equipment, EPA-registered disinfectants, and commitment to cleaning green. You can focus on your business, while our franchise owners keep your working environment safe and clean at a price you can afford.

The following information was prepared to help guide you in your decision about a janitorial service procurement agreement with us. Please feel free to reach out to me directly or to our Regional Office.

Sincerely,

Gwen Becknell
Regional Sales Director

Anago of Boise
(208) 203-2608
114 E Idaho Avenue Suite 200
Meridian, ID 83642



THE SUPERIOR CHOICE FOR COMMERCIAL CLEANING.

Our quote is based on time values outlined by the Building Service Contractors Association International and the International Sanitary Standards Association. These time values are standards within our Industry utilized in estimating Housekeeping Tasks. In the summary that follows, a custom-tailored program has been compiled for your facility. All supervision, labor, supplies and equipment, payroll taxes, and insurance have been included in the pricing schedule.



Protection+ Disinfection®

Using EPA approved disinfectants, Anago franchisees provide a germ-busting clean that looks great but disinfects and sanitizes, which helps to minimize the spread of illnesses and limits sick-time.



2-Hour Response Guarantee

Because of our commitment to your custom-tailored cleaning needs, we offer our 2-Hour Response Guarantee following the reporting of any items not completed to your satisfaction.



Instant Communications

Anago provides a direct communication platform to stay in close contact with franchise owners regarding all services performed, through Anago CleanCom®.



Insurance & Bonding

Our franchisees' services are covered under an insurance policy for bodily injury, property damage, public liability, and workers compensation (where required).



The Third Pass

Anago's franchise owners take extra measures with nightly checklists to ensure your facility is properly secured upon completion of duties to give you peace of mind.



Franchising Concept

The franchising concept works because of the simple principle that the owner of the business is the supervisor of, and participant in, the actual cleaning and maintenance of your facility.

We look forward to working with you in the near future!



AREA SPECIFICATIONS

We are pleased to submit this Proposal to procure Janitorial Services for the following location:

North Star Charter School
839 N Linder Rd,
Eagle, ID 83616

Service Areas

1. Office(s)
2. Restroom(s)
3. Common Area(s)
4. Break Area(s)
5. Classroom(s)
6. Gym
7. Special Purpose Rooms
8. LunchRoom
9. Teacher's Lounge
10. Portables
11. *Note - This is a 10 month contract for the school year

The specifications and the terms as set forth describe the Services to be performed, frequency, and conditions of the Agreement. The Client requests that products, equipment, and materials used are those that are recommended by Anago of Boise.



CLEANING SPECIFICATIONS

Nightly Cleaning

General Facility (Includes all entrance, hallways, classrooms and specialty rooms)

1. All trash receptacles will be emptied, wiped as needed, and trash removed to the dumpster area.
2. Vacuum lower school classrooms each night
3. Vacuum the secondary school classrooms 3X a week
4. Spot clean partition glass, as needed.
5. Clean and disinfect all drinking fountains.
6. Vacuum all mats and runners, spot vacuum all hallways.
7. Dust mop and spot mop all hard surface floors, including science rooms, café, teachers lounge. 3X a week
8. Clean entrance area door glass to all entry points.
9. Utilize floor machine in hallways (concrete and VCT) 3X a week

Lunch Room Area & Teacher's Lounge

1. Wipe clean exterior of all countertop appliances in lunchroom with disinfectant, including the interior of microwaves.
2. Wipe down coffee machines and coffee stations. Check to be sure coffee machines have been turned off.
3. Dust mop and spot mop all hard surface floors.
4. Clean tables, counters, sinks in Teacher's Lounge. Clean inside/outside of Microwaves and Refrigerator doors.

Restrooms

1. Fill dispensers with towels, tissue, and hand soap. Wipe dispenser fronts.
2. Empty sanitary napkin receptacles, disinfect, and re-line from stock.
3. Empty trash receptacles and wipe, if needed.
4. Wipe clean exposed pipes, counters, ledges, mirrors, and air grills with an approved disinfectant.
5. Dust mop all hard surface floors.
6. Disinfect interior and exterior of toilets and toilet seats. Polish all chrome fittings.
7. Disinfect interior and exterior of urinals. Polish all chrome fittings.
8. Change urinal deodorizers as needed.
9. Spot clean toilet partitions and dust tops.
10. Clean sinks, disinfect counters, and polish chrome fittings.
11. Remove splash marks from walls around sinks.
12. Clean and polish mirrors.
13. Damp mop restroom floors, including corners and edges, with disinfectant, pouring water down drains to eliminate odors.

Gym Floor Area

1. Dust mop and spot wet mop all hard surface floors.

Weekly Cleaning

General Office (Entire School)

1. Collect all recycling from containers and remove to recycle dumpster area. (tentative)
2. Detail vacuum all carpet areas including edges, corners, and beneath furniture.
3. Dust mop and damp mop hard surface floors, including corners, edges, and under office furniture.
4. Dust office desks, counters, ledges, furnishings, and other horizontal surfaces. (Desks in the classrooms are excluded)

Monthly Cleaning

General Office

1. Spot clean and disinfect light switches.
2. Spot clean door frames.
3. Dust baseboards.
4. Dust window sills.
5. High dust HVAC vents and louvers.
6. Dust ceiling corners and remove cobwebs.

Miscellaneous Cleaning

Exit Procedures

1. Keep the janitorial closet and all stock, including janitorial equipment, clean, neat, and orderly. Empty and rinse mop buckets nightly.

2. Complete a final walk through of the facility to ensure specifications have been completed.
3. Turn off designated lights, re-secure all previously locked doors and areas, and set alarms per Client's instructions.

Special Notes

Service Providers to report any maintenance and/or security issues to the building manager.


All trash liners to be furnished by the Client.

All Restroom supplies (towels, tissue, hand soap) to be furnished by the Client.


Initial

MONTHLY SERVICE PRICING

Quote 1: 5x Weekly Service

Initial	Frequency	Days Serviced	Time Window	Monthly Price†
 Initial	5x Weekly	Mon-Fri	After 6 pm	\$7,150.00 <i>† Plus Applicable Sales Tax.</i>

SERVICE PROCUREMENT AGREEMENT

TJFF, Inc. d/b/a Anago® of Boise ("Company") Is a subfranchisor of Anago Franchising, Inc. and, as such, is in the business of procuring independently owned and operated franchise owners and contractors ("Service Providers") to provide its clients with maintenance and janitorial services under the trade name and operating style unique to the Anago® brand as described herein (the "Services"). North Star Charter School ("Client") desires to contract with Company to arrange for Service Providers to provide the Services for Client's premises. In consideration of the foregoing, the covenants contained herein, and other valuable consideration, receipt and sufficiency of which are acknowledged, Company and Client agree as follows:

I. Company agrees to arrange for Service Providers to provide the Services as described herein, with each Service Provider to furnish all tools and equipment necessary to provide the Services as outlined in the Cleaning Specifications attached hereto and made a part hereof.

II. Service Providers will render the Services as described in the Cleaning Specifications to the areas listed in Area Specifications at the set frequency and days selected by Client in the Monthly Service Pricing and Specialty Service(s) sections, respectively. Holidays excluded shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

III. Client agrees to pay Company each month the total sum stated in attached Monthly Service Pricing. Payment shall be due on or before the TENTH day of each month for that month's Services. A late charge of 1.5% per month will be assessed on all invoices that are 30 days past due. Requests to adjust pricing to reflect additions to or deletions from the Services or for change in frequency of Services shall be made in writing and shall only be binding if signed by both parties. Upon prior written notice to Client, Company may increase the Monthly Service Pricing to allow Service Providers to adhere to local wage regulations applicable to their employees or annually by a percentage not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal.

IV. It is expressly agreed that Company, the Service Providers, and their respective employees and contractors will not, by virtue of providing the Services under this Agreement, be employees of Client, but are independent contractors and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid by Client to Company herein. All such payments are contract payments and not wages.

In accordance with Idaho Code Section 67-2359 Company hereby certifies that it is not owned or operated by the Government of China, as defined in said code section, and that during the Term of this Agreement it will not be owned or operated by the Government of China.

V. Client agrees that Company will have the sole discretion to select the Service Providers who will perform the Services. Subject to applicable laws, Client agrees that during the term of this Agreement and for 180 days after expiration or termination, it will not employ any Service Provider or any employee, agent, or associate of a Service Provider to perform the same or substantially the same type of Services. Company agrees that during the term of this Agreement and for 180 days after expiration or termination, it will not employ any employee, agent, or associate of Client. Client acknowledges and agrees that this Agreement may be assigned by Company to the Service Provider performing the Services, but, in that event, all payments to be made under this Agreement shall continue to be made to Company, as described herein, as the collection servicing agent of the Service Provider.

VI. The term of this Agreement shall be for one (1) year from the Service Commencement Date, and thereafter shall automatically be extended under the same terms and conditions for successive 1-year periods, unless either party gives written notice of non-renewal at least 60 days prior to expiration of the then expiring term. Otherwise, Client may terminate this Agreement only for non-performance as set out herein. Before any such termination is effective, Client agrees to notify Company in writing of the non-performance items and to give Company fifteen (15) days to cure said items. If satisfaction is not achieved after the fifteenth day, Client must give Company a sixty (60) day written notice via certified mail with return receipt requested, stating the non-performance items.

VII. Client agrees and understands that it is impossible to determine the actual damages caused by its breach of this Agreement. Therefore, any amount due and owed under this Agreement for any remaining part of the term of this Agreement (as though the Agreement had not been terminated) shall be accelerated liquidated damages.

VIII. Client agrees not to withhold any portion of the monthly Agreement amount for any reason, unless prior written permission is obtained from Company, as the obligation to make payments hereunder is an independent obligation. Company may suspend services if payment is not received when due. In the event that enforcement of any obligation owed to Company is placed in the hands of an attorney for collection, compromise or any other action, Client agrees to pay the reasonable attorney's fees, cost and necessary disbursements, in addition to any other relief that may be granted. The prevailing party in any claims or disputes arising under this Agreement shall be entitled to recover reasonable attorney's fees and costs.

IX. This Agreement will be governed by the laws of the state of Idaho. The parties hereto submit to jurisdiction in Ada County, Idaho. All actions brought pursuant to this Agreement shall be brought in Ada County, Idaho. The parties further agree to service of any action filed in Ada County, Idaho, via certified mail.

By signing this agreement I represent and warrant that I am duly authorized and have the legal capacity to execute and deliver this agreement.

Company Representative

Gwen Becknell

Regional Sales Director

Authorized Client Representative

Andy Horning
Head of School

4/24/2024

Date

SPECIALTY SERVICES

Below are some of the many services our Franchisees offer in addition to regular janitorial maintenance

★
TOTAL
SATISFACTION
GUARANTEE



WE OFFER THE FOLLOWING SERVICES AND MANY MORE



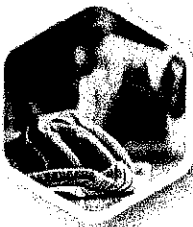
High-Touch Disinfection

Anago's franchise owners offer disinfection application for high-frequency touch areas such as doorknobs, light switches, elevator buttons, phones, and keyboards.



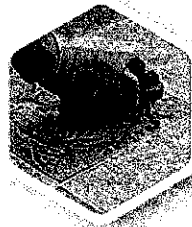
Electrostatic Disinfection

Our franchisees use hospital-grade, EPA approved cleaning products and a CDC compliant disinfection spray process to disinfect up to 99.9% of your workspace.



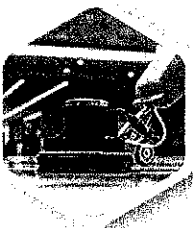
Comprehensive Detail Cleaning

Whether it's one specific area or your entire office that needs a thorough, in-depth cleaning, Anago's franchisees can be there to get it done.



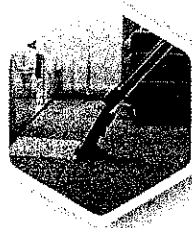
Ceramic Tile & Grout Cleaning

Our franchise owners are versed in the latest methods such as machine scrubbing and acid washing, for bringing back the luster to your ceramic tile and grout.



Hard Surface Floor Care

Our franchisees offer cleaning solutions for all types of hard surface flooring, such as vinyl composite tile, linoleum, concrete, and marble floors.



Carpet Cleaning

Our franchisees' professional carpet and upholstery cleaning services, such as spot cleaning, extraction, and bonnet cleaning help your facility maintain a clean image.



Hardwood Floor Care

Anago's franchise owners keep your hardwood floors looking great using specialized cleaning processes and commercial grade products to ensure superior durability.



Emergency Services

Anago's highly skilled janitorial franchise owners are available 24/7 for any emergency clean-up needed at your office, including water damage.

SUMMARY

NORTHSTAR Gwen Becknell
PID SID Control # Sales Rep
Andy Horning
North Star Charter School
839 N Linder Rd
Eagle, ID 83616
W. (208) 939-9600
ahorning@northstarcharter.org



BILLING INFORMATION

Billing Address

[X] Same as above

839 N. Linder Road
Address 1 Eagle ID Address 2 83616
City State or Province Postal Code
jodonnell@northstarcharter.org
Email

Accounts Payable Contact

[] Same as above

Joanna O'Donnell / Jonathan Gillen
Name jodonnell@northstarcharter.org 208-939-9600
j.gillen@northstarcharter.org
Email Phone
[] Cell [] Work [] Other

EMERGENCY CONTACT

[X] Same as above

Name
Phone Extension
[] Cell [] Work [] Other
Email

TAX EXEMPT

[] No
[X] Yes

11-3643458
If yes, please provide your Tax-Exemption number.

SERVICE COMMENCEMENT DATE

Please enter the date you would like service to begin

4/24/24
Please ensure the date you select falls on one of the Days Served

**LUMEN MASTER SERVICE AGREEMENT
E-RATE VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGIES GROUP** ("Lumen") and **NORTH STAR CHARTER SCHOOL** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen. Lumen and Customer are entering into this Agreement for the provision of certain telecommunications services, equipment or both ("Service") (Opportunity ID: 59333452). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-rate Program (collectively, the discounts or other benefits are referred to as "Support").

1. E-Rate Terms.

1.1 Agreement Term. The term of the Agreement will commence as selected in the below table and will continue for 12 months, unless earlier terminated in accordance with the Agreement ("Term"). Should Lumen continue to provide Service after the expiration of the Term, the Term will continue on a month-to-month basis at the then current month-to-month rates, which may be terminated by either party upon 30 days written notice to the other party. While the Agreement is effective on the date the last party signs, the Term of the Agreement will begin according to the following option selected by Customer:

<input checked="" type="checkbox"/> Option 1.	The Term will begin on the date the last party signs the Agreement. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 2.	The Term will begin on July 1, 2024 or when Service is installed/upgraded, whichever is later. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
<input type="checkbox"/> Option 3.	After the initial execution of the Agreement by the parties, the Term will not commence until the date that Lumen receives USAC's Funding Commitment Decision Letter and/or Support Schedule. But if Lumen receives USAC's Funding Commitment Decision Letter before July 1, 2024, the Term will begin July 1, 2024. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.

1.2 Service Term. Notwithstanding any conflicting term defined in a Service Attachment, Quote, Order, Pricing Attachment or Table, the term of an individual Service begins on the Service Commencement Date or Start of Service Date for that Service and continues for the number of months remaining in the Term of the Agreement ("Service Term"). Service will continue month-to-month at the expiration of the Service Term at the then current month-to-month rates, terminable by either party with 30 days written notice to the other party. Any reference to automatic renewals will have no force or effect.

1.3 Applications for Support. Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take appropriate steps to ensure that USAC receives an application and any other necessary documentation to request Support for Service, including but not limited to: E-Rate: FCC Form 471, Item 21, FCC Form 486, FCC Form 500, Service Substitution Request, Service Certification Form; RHC/HCF: FCC Form 462/466, Network Cost Worksheet, copies of Contract and copies of first and last month's bills for billing period being invoiced. Customer will promptly provide Lumen with a copy of its Funding Commitment Decision Letter, Support Schedule and all other relevant documentation requested by Lumen. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to confirming receipt of Service.

1.4 Payment for Eligible Services.

(a) Customer Responsibility. At all times during the Term of the Agreement, Customer is responsible for payment for Services in accordance with the above payment terms, including but not limited to, periods when Customer may not be eligible for Support or if the FCC or USAC fails to reimburse Lumen for Service, or if the FCC or USAC reclaims or requires forfeit of any portion of Support paid or payable to Lumen on Customer's behalf. Customer will reimburse Lumen for any Support amounts not reimbursed, forfeited or reclaimed, by action of the FCC or USAC, including, but not limited to, if caused by Customer's acts, omissions, or violations of any FCC or USAC rules and obligations.

(b) Support Payments. Lumen will apply Support to Customer's billing accounts for the Services when payments are received by Lumen. Customer may elect to pay the portions of its invoices for Services that are not covered by Support and rely on payment for the remainder of the invoice by Support being received by Lumen. If, at any time, Lumen does not receive full payment of an invoice balance by the due date of the invoice, regardless of source, Lumen will charge Customer late payment charges as stated in the Agreement. While Lumen will use commercially reasonable efforts to assist Customer in requesting Support, Lumen is not responsible for Customer's compliance with FCC or USAC rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC or USAC with respect to Customer.

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(c) **Invoice Submission.** Customer will promptly submit its invoices to USAC along with any necessary forms and related documentation to facilitate payment of Support by USAC. Customer is responsible for any late fees associated with delays on USAC invoice processing unless such delays are directly attributable to Lumen.

(d) **Non-appropriations.** Customer may not use lack of funding under the E-rate Program as a basis for asserting that the Customer was not appropriated funds for payments due under this Agreement.

(e) **Funding Start Date.** The FCC has set July 1st as the funding start date for eligible monthly recurring services. While Lumen strives to meet this date for the start of service, issues may arise causing a delay in implementation of said services. These issues may include, but are not limited to, fiber build construction, contract revisions, etc. Our teams of dedicated service specialists will keep you updated on the status of service delivery as the order progresses.

1.5 Upgrades; MACDs. Despite any language to the contrary in a Service Attachment, for moves, adds, changes, or upgrades, agreed to by Lumen, Customer will pay Lumen's then current charges, which will be based upon the Term remaining in the Agreement. Termination charges will be assessed to any Services disconnected that did not fulfill the applicable required Service Term. A move, add, change or upgrade will not start a new Service Term. The Service Term for any move, add, change or upgrade must be coterminous and cannot exceed the Term of the underlying Agreement.

1.6 Competitive Offer. Any references in the Agreement to Competitive Offers will have no force or effect. Rates cannot change during the Term of the Agreement unless mutually agreed to by both parties in writing.

1.7 Title to Equipment Not Subject of Funding. Any equipment which Customer is not applying for Category Two Support under the E-rate Program that is used in the provision of Services under the Agreement, is the property of Lumen. Customer neither owns nor will acquire any right of ownership to, or exclusive use of, any such Lumen-provided equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the Lumen-provided equipment to Lumen or will provide Lumen access to reclaim such equipment.

1.8 FCC Form 470; Conflicts. This Agreement is executed between the Parties and reflects Services and pricing (as reflected on the applicable Pricing Attachment or the accompanying Order Form Contract ("OFC")) that was awarded pursuant to Customer's FCC Form 470 dated as noted below the Customer signature block and filed with USAC for the current funding year with any accompanying RFP, if applicable. If a conflict exists between the FCC Form 470 and/or RFP and this Agreement and accompanying OFC(s), this Agreement and OFC(s) controls.

2. Service. Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement.

- **Lumen Application Delivery Solutions Service Schedule**
- **Internet Services Schedule**

3. Order(s). Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by Lumen on 30 days' written notice. Lumen will notify Customer of acceptance of requested Service in the Order by delivering (In writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.

4. Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion of an Order) prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) for "Off-net" Service, third party termination charges for the cancelled Service; (2) for "On-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Lumen's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery. "Off-Net" is defined as local access circuits not provided on the network owned and operated by Lumen and its affiliates. "On-Net" is defined as local access circuits provided on the network owned and operated by Lumen and its affiliates.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any

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out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

5. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), (2) cooperate with Lumen (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. Lumen may re-provision any local access circuits from one Off-net provider to another or to the Lumen owned and operated network (On-net), and such changes will be treated as scheduled maintenance.

6. Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

7. Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to Lumen delivering a Connection Notice for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

8. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 9.1 (Damages Limitations) and 6 (Service Levels), pursue any remedies it may have at law or in equity.

9. Liabilities and Disclaimers.

9.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

9.2 Disclaimer of Warranties. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

9.3 Indemnity. Notwithstanding any contrary statements in the Agreement or its attachments, Customer is not required to indemnify Lumen under the Agreement to the extent prohibited by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.

10. Billing and Payment.

10.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, Lumen will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies Lumen within three days after delivery of the Connection Notice that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

10.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control

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Center) in the currency stated on the Invoice. Lumen may charge administrative fees where Customer's payment and invoice preferences deviate from Lumen's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

10.3 Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then, Customer must increase the gross amount payable by Customer so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

10.4 Non-Appropriations. Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination.

10.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

11. Customer Premises; Title to Equipment. If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Lumen-provided equipment (including software) remains with Lumen. Customer will not create or permit to be created any encumbrances on Lumen-provided equipment.

12. Acceptable Use Policy and Data Protection. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

13. Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

14. International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

15. General Terms.

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15.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

15.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

15.3 Affiliates. Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

15.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Lumen via Customer's portal at <https://www.lumen.com/login/> or via the following website / link: <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.lumen.com/login/> or via Email at: billing@lumen.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

15.5 Confidentiality. Lumen acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, open records, or similar laws and regulations (collectively, "FOI"). Customer will provide Lumen with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Lumen confidential and proprietary information consistent with all applicable laws and regulations. Except to the extent required by a "FOI request," neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

15.6 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

15.7 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. Lumen is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under this Agreement will constitute a waiver of such right(s).

15.8 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

LUMEN MASTER SERVICE AGREEMENT
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CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN
TECHNOLOGIES GROUP

NORTH STAR CHARTER SCHOOL

Alex Khanin
Alex Khanin (Mar 14, 2024 13:24 MDT)

Authorized Signature

Alex Khanin

Name Typed or Printed

Manager- Offer Management

Title

3/14/2024

Date

Andy Horning
Andy Horning (Mar 14, 2024 09:26 MDT)

Authorized Signature

Andy Horning

Name Typed or Printed

Head of School

Title

3/13/2024

Date

Customer's Address for Notices: 4141 N 99TH AVE, PHEONIX,
AZ 85037;

Customer's Facsimile Number (if applicable): (623) 907-2501

Person Designated for Notices: General Counsel

Date of FCC FORM 470: 01/19/2024

**LUMEN MASTER SERVICE AGREEMENT
E-RATE VERSION
INTERNET SERVICES SCHEDULE**

1. **General.** "Lumen" is defined for purposes of this Service Schedule as Centurylink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Dedicated Internet Extension or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth in this Service Schedule. Capitalized terms used but not defined in this Service Schedule have the definitions given to them in the Agreement.

1.1 **Additional General Terms.** Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. **Services.**

2.1 **Service Description.** Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 400Gbps ports. Additional features and functionality may include:

- a. **IP Addresses.** IP Address space with proper justification.
- b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
- c. **Static routing / BGP peering.** Static routing or BGP peering options available.
- d. **On-line bandwidth utilization reports.** On-line bandwidth utilization reports available through the customer portal.
- e. **Basic security service.** Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000. Does not apply to Dedicated Internet Extension.

2.2 **Billing Types.**

Flat Rate. Service with flat-rate, fixed rate, or tiered billing provides a set amount of bandwidth at a flat-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available), bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Commit Plus Burst. For Service provided with burstable bandwidth, the MRC is based on Committed Data Rate ("CDR")/Committed Information Rate ("CIR"). The CDR/CIR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Commit Plus Burst usage is any usage in excess of CDR/CIR. Commit Plus Burst usage charges will apply on a per Mbps basis at the rate stated in the Order. Commit Plus Burst usage charges will be billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Data Rate ("PDR") or Peak Information Rate ("PIR") may apply, which is the maximum available bandwidth.

Billing Arrangement. Commit Plus Burst Services may also be provided on an aggregated basis. For Billing Arrangement (or Aggregate Burstable Service, the bandwidth MRC (or Committed Monthly Usage Charge ("CMUC"), is based on the Committed Data Rate ("CDR") (or the Aggregate Committed Data Rate ("ACDR") or Aggregate Committed Information Rate ("ACIR")). The CDR/ACDR/ACIR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Burst Rate (or Aggregate Burstable Usage) is any usage in excess of CDR/ACDR/ACIR. Burst Rate/Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Burst Rate/Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports. For Dedicated Internet Access, all usage in excess of the CMUC are calculated on 95th percentile basis across all included ports and charged at the rate stated in the Order.

**LUMEN MASTER SERVICE AGREEMENT
E-RATE VERSION
INTERNET SERVICES SCHEDULE**

2.3 On-Net and Off-Net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access. In rare circumstances, Customers may experience bandwidth limitation on a Lumen Internet Services with a single data flow (a continuous sequence of packets from a source to a destination measured over a network link), although PDR could still be achieved over available bandwidth via additional data flows.

2.4 Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Lumen Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

2.5 Lumen Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to a) arrange Internet Services using third party providers or b) procure Internet Services from third party providers on Customer's behalf ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, Taiwan, Thailand, Vietnam, Latin America, Central America, Countries and Territories of the Caribbean, Mexico, Europe, Middle East and Africa. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Border Gateway Protocol (BGP) routing capabilities may not be available for Third Party Internet Service. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party provider(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Commit Plus Burst and Billing Arrangement pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

2.6 Third Party Peer Destined Traffic. If at any time Lumen's provision of High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service to Customer (and/or any of its affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen will provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes on this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its' peers, then Lumen may in its' sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen will provide as much notice as is practicable under the particular emergency condition.

2.7 Intended Use. Any High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen affiliate, then Lumen, in its sole discretion, will have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

**LUMEN MASTER SERVICE AGREEMENT
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INTERNET SERVICES SCHEDULE**

3.1 Charges. Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Flat-Rate, Commit Plus Burst, or Billing Arrangement billing types. Construction charges apply if special construction is required to extend Service to the demarcation point. If Customer does not approve of the Construction charges after Lumen notifies Customer of the charges, the Service ordered will be deemed cancelled.

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided under this Service Schedule as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that support a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that is designed to protect such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

4. Reserved.

Customer Information and Contract Specifications

Customer Name: NORTH STAR CHARTER SCHOOL
Account Number: 3-833219

Currency: USD
Monthly Recurring Charges (MRC): \$960.00
Non Recurring Charges (NRC): 0

Description	ID
CAT	L323525

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	
839 N LINDER RD EAGLE IDAHO 83616 4427 UNITED STATES	DIA for Education	New	12	1					
	- Standard Delivery - To the MPoE (Customer Provided)								
	Access - On Net	New	12	1			\$432.00	\$0.00	
	- Bandwidth = 10 GigE								
	- Access Sub Bandwidth=2000 Mbps								
	IP Port				1	\$0.00	\$0.00	\$0.00	\$0.00
	IP Logical				1	\$528.00	\$0.00	\$528.00	\$0.00
	- Billing Method=Flat Rate								
	- Peak Data Rate = 2000 Mbps								
	Subtotal						\$960.00	\$0.00	
	Totals						\$960.00	\$0.00	

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific, Europe, Middle East, Africa or Latin America region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore, South Korea and Australia.

11. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Additional Order Terms

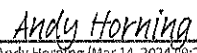
Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: NORTH STAR CHARTER SCHOOL
Total MRC: \$960.00 Total NRC: 0
Signature:  <small>Andy Horning (Mar 14, 2024 09:26 MDT)</small>
Name: Andy Horning
Title: Head of School
Date: Mar 14, 2024

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 03-12-2024

Sunshine Landscape

COMMERCIAL LANDSCAPE SERVICES

Idaho License # - RCE 50957
 PWL # - 041315 - AA - 4
 phone (208) 884-8036
 fax (208) 898-9711
www.sunshinelandscapenet.net

**North Star Charter School
 Landscape Maintenance Contract
 2024 Landscape Season**

<u>Turf Maintenance</u>	<u>Price</u>
Weekly Mowing (30 weeks)	\$ 16,633
Turf Fertilization (4 applications)	3,589
Turf Weed Control (2 applications)	1,159
Billbug Application	657
Aeration	690

<u>Shrub & Bed Care</u>	<u>Price</u>
Shrub Pruning (2 prunings)	758
Planter Bed Pre-Emergent	409
Bed Weed Maintenance (every other week)	1,296
Shrub bed Fertilization	207
Spring Cleanup	615
Fall Cleanup (per time rate)	925

<u>Tree Care</u>	<u>Price</u>
Tree Pruning(2 prunings)	993
Dormant Oil - Trees	330
Foliar Tree Application	288
Tree Fertilization	534

<u>Sprinkler System</u>	<u>Price</u>
Sprinkler Turn On	170
Sprinkler Blowout	127
Sprinkler Maintenance (monthly)	509

*Parts and additional labor for repairs not included

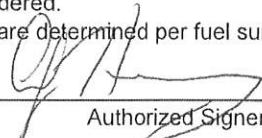
Total Contracted Services	\$ 29,890
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Optional Services

Swell Cleanup (1 Time) Haul of debris included	\$ 975.00
Fenceline Cleanup (1 Time) clear Hemlock from fenceline	\$ 975.00

This contract is in effect for the 2024 season. Services will be billed on a prorated monthly installment. Payment for services is due the 15th of the month following the date of invoice. Any work performed outside the contract will be billed at the current hourly rate. By signing this contract I agree that Exhibit A (attached) will govern the scope, nature and terms of the services to be rendered.

**Please note fuel surcharges are determined per fuel surcharge details in Exhibit A

This contract is accepted by  Date 3/29/2024
 Authorized Signer



Sunshine Landscape, Inc.

Exhibit A – Landscape Maintenance Contract

Billing

All work specified under the contract will be billed as a monthly installment. The installment bills will be sent from March to October on the 1st of each month for the current month's services. The terms of all invoices are Net 15 days. Any invoice that is 15 days past due earns and will be assessed a late fee. The contract terms specify the number of services, hours or applications associated with the respective services. Requests for additional services or increase in quantity of services beyond the services included in the contract will be billed at the out of contact standard hourly rate specified in the contract.

Contract Terms

The term of this agreement is specified in the contract as either a one year or a three year agreement. This contract shall remain in place for the entire term of the contract unless both parties agree to an early termination of the contract.

Optional Services

The Optional Services are listed below the Total Regular and Hourly Contract Services. These services are offered and strongly recommended to customers as part of a healthy maintenance program. Signing of the contract is deemed as acceptance of all services listed. In the event you do not want a particular service simply line through the service and sign the contract. Any service item that is lined through by the customer will not be included in the contract. If you are unsure whether a service is necessary for your site feel free to contact us and ask about the service. We can provide information concerning all of our services provided.

Spring Cleanup

Spring cleanup will be completed in March or early April based upon weather conditions. Spring cleanup consists of removing leaves from planter bed and turf areas, initial edging of sidewalks and planter beds, and general preparation of the landscape for the landscape maintenance season. Spring cleanup is quoted in the contract with a specific amount of hours. Request for service beyond the amount of hours specified in the contract will be billed at the standard hourly rate.

Dormant Oil

Dormant oil is available in March as an application for deciduous trees. Dormant oil is applied in an effort to kill the larva of pests that may have invaded the tree. It is used as a means of preventing trees from being overtaken and killed by pests. Dormant oil is not included in the standard contract, but is available as an optional service.

Flower Programs

A variety of programs are available to provide annual color in planter beds. Options available include fall bulb planting, spring annuals, flower rotations, perennial flowers, and planter pots. Most flower programs include the cost of the planting, two fertilizer applications during the season and the removal of the flowers in the fall. More specific quotes regarding suggested amounts and variations are available upon request of the customer.

Aeration

It is highly recommended that aeration be completed in the fall or the spring. Aeration aids in soil drainage, aides in fertilization penetration, and promotes healthy turf.

Planter Bed Pre-Emergent

A pre-emergent application will be applied to all planter beds in March or April. Pre-Emergent reduces most existing weed seeds from germinating, and significantly reduces the amount of manual and chemical weeding necessary during the year.

Turf Fertilization

At the time the initial cleanup is completed a granular fertilizer with a pre-emergent will be applied to all turf areas. During the month of June a second granular fertilization will be applied, and in August a third granular fertilizer will be applied, and in October or November a fourth granular fertilization application will be applied. All fertilizers used are slow release products with a life of 6 to 8 weeks. The advantage of slow release fertilizer is a sustained green lawn in contrast to a quick greening and then immediate fading. In the event that a fuel surcharge is imposed there may be additional charges associated with the turf fertilizer application as the costs of fertilizer increase similar to fuel costs.

Shrub/Tree Fertilization

Shrubs and trees will be fertilized with special fertilizers developed specifically for the nutritional needs of the trees and shrubs. These applications are generally applied in the spring and/or fall.

Foliar Application

A foliar application is an application of trees for the prevention/treatment of various insects that will attack trees and can lead to the death of the trees if not treated. This application is typically applied during mid summer but may vary in timing based on the needs of the trees and the weather conditions in a given year.

Broadleaf Weed Control

During the month of May a broadleaf weed control application will be applied to all turf areas. The application will be applied at the time broadleaf weeds such as dandelions and thistle become visible in the turf. A second application will be applied in July to treat clover and other summer weeds.

Sprinkler Service

Sprinkler systems will be pressurized in late March or early April, weather permitting. Most pressurized irrigation systems cannot be pressurized until April 15th. Sprinkler systems will be programmed to promote healthy landscapes with a focus on conserving water. The sprinkling days will run opposite of the mowing day. (Example-mowing day is Tuesday; sprinklers will run Monday, Wednesday, and Friday) We believe this pattern of watering will result in the greatest coverage and effectiveness with the least amount of water being used. All sprinkler damage caused by Sunshine Landscape will be repaired immediately at no charge. Small, minor repairs (head and nozzle replacement, and small leaks) will be repaired as soon as discovered and billed on a time and material basis. Large problems (main line repairs, valves, and electrical) will be diagnosed and presented to the customer with an estimate, and request for authorization to repair. During the months of October and November all sprinkler systems will be winterized. Regular sprinkler checks are available as part of the contract. This service includes checking each sprinkler head for coverage, adjusting the timer, and completing minor repairs. Regular sprinkler checks have a specified number of hours budgeted for the sprinkler check. Any repairs associated with the contractual sprinkler checks will be performed using the budgeted (in contract) hours first and then billing the excess hours (and any parts used) as time and materials.

Weekly Mowing

Beginning in April all turf areas will be mowed weekly. It is anticipated that mowing will continue through early November. Grass clippings will be bagged when necessary. Periodically throughout the season the clippings will be left on the turf in an effort to add natural nutrients into the soil and reduce the volume of water used in sprinkling. Clippings will never be left when grass is wet and will leave

clumps or any unsightly appearance. Any areas not accessible by mowers will be trimmed with a line trimmer. Areas in need of trimming will be trimmed to the same level as the mowed turf. All possible efforts shall be made to ensure that the turf is not scalped. Sidewalk edges and tree wells shall be edged as needed to present a clean and crisp appearance. Planter beds will be inspected, and garbage and weeds will be removed. Small weeds that are not visible eyesores will be treated chemically. The same crew will be responsible for the same job site each week.

Billbug Application

A billbug application will be applied in June. This application is applied as part of the 2nd fertilizer application. The contract provides for one billbug application. If additional treatments are required it will be billed outside of the contract.

Pruning

Pruning of shrubbery and trees will be completed on an as-needed basis on the trees first 10 ft. in height. Pruning will be completed at various times of the season depending on plant size and species. Quick growing shrubbery will be pruned on a regular basis in an effort to promote a crisp, well-manicured appearance. The contract specifies a specific number of hours allotted for pruning. Any pruning requested beyond the hours included in the contract will be billed at the standard hourly rate.

Fall Cleanup

Fall cleanup is to be completed during November. Fall cleanup consists of a final mowing, cut shorter in an effort to prepare the turf for winter. Leaves will be cleaned from turf areas and planter beds as needed. The contract specifies a specific number of hours allotted for the fall cleanup. Any additional cleanup requested beyond the hours included in the contract will be billed at the standard hourly rate.

Fuel Surcharge

The fuel surcharge is benchmarked off of a standard price of \$3.50. When fuel increases over that price we reserve the right to extend a fuel surcharge per the rate below.

\$3.50 - \$4 – 2.5%

\$4.25 - \$5 – 5%

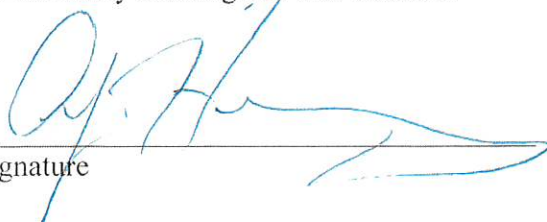
\$5 - \$5.75 – 7.5%

If fuel continues to rise beyond \$5.75, we will add a 2.5% surcharge every .75 cents in fuel increase.

- 30 days' notice for termination due to lack of performance
- All services will be performed during preapproved scheduled times to minimize any interference with school operations, playground use, and noise disturbance during school hours
- Provide the school a roster of employees assigned to work on campus
- General liability insurance of no less than \$1m
- Any damage caused by negligence will be responsible for repairing at their expense.

Agreement

I have read the explanation of the contract services to be provided by Sunshine Landscape, Inc. I understand that the definitions provided in this document will be used by Sunshine Landscape, Inc to administer the contract. I also attest that I am an authorized agent and have authority to bind a contract for the entity entering into this contract.



Signature

3/29/2024
Date