

**E-RATE SERVICE AGREEMENT
Document B.102**

This E-rate Service Agreement (“Agreement”) is effective July 1st, 2026 (“Effective Date”) for a Term of five (5) years, and is by and between Net56, Inc. (“Net56”), SPIN # 143025679, located at 21805 W Field Pkwy, Ste 125, Deer Park, IL 60010, and the WINFIELD SCHOOL DISTRICT 34 (“Customer”), located at 0S150 WINFIELD RD. WINFIELD, IL 60190-1227.

Customer hereby agrees to purchase the services identified below under the federal E-rate program (“Services”) at the rates set forth below, subject to the attached Terms and Conditions, which are a part of this Agreement. Customer is applying to the Universal Service Administrative Company (“USAC”) for E-Rate funding for the Services.

Selection of Services:

| Category 1 E-Rate Eligible Service | Terminating Location | Qty | Recurring Monthly Total / Approx. Net Cost with 50% E-Rate Discount* (as indicated on the 471) | One-Time Set-Up Fee / Approx. Net Cost with 50% E-Rate Discount* (as indicated on the 471) | Select Option: |
|---|---|-----|--|--|----------------|
| Option 1: High Availability Internet Access w/ bundled firewall as a service-1-Gbps | 0S150 WINFIELD RD. WINFIELD, IL 60190-1227 | 1 | \$8,843.63 / \$4,421.85 | \$8,843.63 / \$4,421.85 | |
| Option 2: High Availability Internet Access w/ bundled firewall as a service-2- Gbps | 0S150 WINFIELD RD. WINFIELD, IL 60190-1227 | 1 | \$15,038.06 / \$7,519.03 | \$15,038.06 / \$7,519.03 | |

** Plus applicable taxes*

Net56, Inc.
21805 W Field Pkwy, Ste 125
Deer Park, IL 60010

WINFIELD SCHOOL DISTRICT 34
0S150 WINFIELD RD.
WINFIELD, IL 60190-1227

By: _____

By: _____

Bruce Koch

Name (printed)

Name (printed)

President / CEO

Title

Title

Date: _____, **2026**

Date: _____, **2026**

TERMS AND CONDITIONS

1. **E-RATE.** Each year, Customer will timely file a Funding Request Form 471 with USAC to request E-rate funding for the Services in the amount set forth in the Agreement. Customer will notify Net56 prior to filing the Form 471 for a funding year whether Customer has elected to purchase the optional additional services set forth in the Agreement's pricing schedule. Customer is responsible for timely submitting any other documentation or information that is requested by USAC or is otherwise necessary to receive such funding and for complying with the rules applicable to the E-rate program. In the event that Customer receives inquiries from USAC regarding the Services subsequent to the filing of a Form 471, Customer and Net56 shall work cooperatively to determine an appropriate response. Upon receipt of a Funding Commitment Decision Letter from USAC approving E-Rate Funding, Customer shall submit a properly completed Form 486 to USAC within 15 calendar days of the date on which such form may properly be submitted to USAC.
2. **SERVICES.** Charges for each service under the Agreement shall begin to accrue as of the Effective Date for each service that was provisioned prior to the Effective Date, or on the "Go Live Date" for new services. The "Go Live Date" is the date on which Net56 advises Customer that the Service is available for use, unless Customer within five (5) business days provides written notice to Net56 of material deficiencies in such Service, in which case the Go Live Date shall be the date on which Net56 reasonably determines that the Service is fully functional and ready for use.
3. **PAYMENTS.** In consideration of the Services performed by Net56, Customer shall pay Net56 the One-Time Set-Up Fees and the Total Recurring Monthly Fees set forth in the Agreement plus all applicable taxes and surcharges that Net56 is permitted to charge under applicable laws, regulations, or tariffs within 30 days of receipt of the invoice.
4. **WARRANTIES.** Net56 and Customer will comply with all applicable law and USAC requirements in the procurement, delivery, installation, invoicing and all other transactions associated with provision of the Services. Customer warrants that it owns all right, title, and interest in and to any programs, systems, data, or materials furnished to Net56 hereunder. Net56 warrants that the Services shall be provided in a workmanlike, professional and lawful manner by qualified personnel. Customer agrees that except as set forth in the foregoing, the Services are provided on an "as is" or "as available" basis and that Net56 does not warrant that the service will be without failure, delay, interruption, error, degradation of quality or loss of content, data or information. Customer shall at no cost to Net56, shall (1) secure any easements, leases or other agreements necessary to allow Net56 to use existing pathways into and in each building to the demarcation point for each Service, (2) provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Service; and (3) permit reasonable timely access Customer's premises for purposes of installation and maintenance.
5. **CONFIDENTIALITY AND SECURITY.** Confidential Information means any tangible or intangible non-public information or material that is proprietary to either party or designated as Confidential Information. A receiving party may only disclose Confidential Information to employees or consultants as are necessary to perform the limited purpose for which the Confidential Information was provided, or as required by law, or to enforce or defend an action between the parties. Each party shall take reasonable security precautions to prevent unauthorized disclosure of any Confidential Information. All confidentiality obligations hereunder shall survive change or termination of the parties' business relationship. The parties shall implement and maintain reasonable safeguards to protect the security, confidentiality, integrity and availability of information systems and sensitive information processed thereon. Those safeguards shall be (i) appropriately designed to address reasonably anticipated risks to information systems and information, (ii) in compliance with applicable laws pertaining to information security, and (iii) consistent with accepted industry standards, such as those set forth in ISO 27001/27002, CIS Controls version 8, and/or the NIST Cybersecurity Framework, among others. The parties will work together in good faith to mitigate information security and cybersecurity risks as are relevant to the Agreement.
6. **USE OF SERVICES AND EQUIPMENT.** Customer agrees that it accepts full responsibility for all use of the Services with or without its permission. The Services may not be used for any unlawful, abusive, or fraudulent purpose. Except to the extent prohibited by law, Customer shall defend, indemnify and hold harmless Net56 and its agents and suppliers from and against any claims, liabilities, losses, costs, or damages arising out of any user's use or attempted use of Services or any equipment or software associated with such Services. All equipment and materials installed or provided by Net56 including at the Customer premises are and shall always remain the property of Net56 and are integral components of the Services provided by Net56 and will only be used in connection with such Services. Such materials and equipment shall not become a fixture to Customer's premises and must be returned to Net56 at the conclusion of services in the condition in which they were received subject to ordinary wear and tear. Customer agrees that Net56 may use such equipment in any lawful manner, including to support its network or provide service to other customers, and Customer will not sell, lease, assign nor encumber any equipment or materials installed or provided by Net56. Net56 does not provide any option to Customer to purchase any such equipment. Customer agrees not to interfere with other customers' use of the Net56 services or equipment, including any Net56 equipment located on Customer's

premises. Customer represents and warrants that its internal communications systems, such as a Local Area Network, would continue to function if disconnected from the Net56 network or from any on-premise equipment provided by Net56.

7. **LIMITATION OF LIABILITY.** Neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, cable cuts by third parties, flood, weather, strike, embargo, labor dispute, war, act of God, act or omission of carriers or suppliers, act of regulatory or governmental agencies, or other causes beyond their reasonable control, except that Customer must pay for any Services provided. The liability of Net56 for damages arising out of the furnishing of the Services, including for any service failure, shall be limited to a repair of the Service and a pro-rata refund of any prepaid fees for continuous service outages in excess of 24 hours that are not caused by Customer or conditions on Customer's premises. Neither party shall be liable for any incidental, indirect, punitive, special or consequential damages, including loss of use, revenue, profits or goodwill. Neither party shall be liable for any direct or indirect damages or losses of any kind arising from a cybersecurity incident, including data breaches, except where such incident results directly from the party's gross negligence or willful misconduct. Net56 shall not be liable for any unauthorized access by third parties or access gained by malicious, hostile, or intrusive software. Net56 shall not be liable for any USAC demand for return of funds unless the cause is a Net56 error.
8. **TERMINATION AND DEFAULT.** A Substantial Default shall be deemed to have occurred if Net56 ceases to provide substantially all of the Services to Customer under the Agreement or a party provides written notice of a material breach of this Agreement which is capable of being cured and such breach remains uncured for thirty (30) calendar days following the date of such notice. In the case of Substantial Default by Net56, Customer may terminate this Agreement without penalty. If Customer otherwise terminates this Agreement before the end of the Term hereunder (which shall require thirty days' advance written notice to Net56), or if Net56 terminates for Customer's Substantial Default, Customer will pay any outstanding fees or charges due for services rendered prior to termination.
9. **GENERAL PROVISIONS.** This Agreement will be governed by the laws of the State of Illinois and subject to the jurisdiction of the courts of the State of Illinois. This Agreement is the sole and entire Agreement between the parties relating to the provision of E-rate eligible services to Customer and supersedes all prior understandings, agreements, and documentation relating thereto. Equipment and services not eligible for E-rate funding are provided pursuant to separate agreement(s). This Agreement is subject to ratification by the Customer's Board of Education. All notices which are permitted or required to be given hereunder shall be delivered in writing to the addressee listed in the Agreement by personal delivery, overnight courier, or certified or registered mail.