E-rate Contract

4615DSD

Funding year 2015

July 1, 2015-June 30, 2016

Prepared For:

De Queen Public School District

Network Solutions

nine decades of next generation

SCHEDULE III

IK Network Solutions

E-rate Contract

This "**Contract**" is between **IK Network Solutions** (hereinafter referred to as "**IK Network Solutions**") whose local address is 214 Martin Luther King, Jr. Drive, Little Rock Arkansas and De Queen Public School District (hereinafter referred to as "**Client**"), whose address is 101 N. 9th Street DeQueen, AR 71832 and entered into this 8th day of April 2015.

1. Services.

For the sum of $508,532.27 IK Network Solutions shall provide to Client services in the form of Category 1 digital transmission service. IK will maintain and service the lit fiber network including the fiber runs and CPE equipment listed in the attached quote. IK and Client understand that work will be performed only in the event of Client receiving E-rate funding commitments for the funding year 2015/2016. ***This is the first year of a 5 year contract.***

2. Payment.

Client agrees to pay its portion of the listed dollar amount upon completion of work. Client agrees to submit any forms required by USAC in a timely matter to allow payment of USAC portion to IK Network Solutions. Client agrees to exercise due diligence and to take all steps necessary to secure the E-rate funding contemplated by this Agreement. Client agrees to submit any forms required by USAC in a timely matter to allow payment of USAC portion to IK Network Solutions.

3. Limited Product Warranty.

IK Network Solutions passes manufacturers limited warranties on to the Client, to the extent that the manufacturer's warranty is provided.

4. Fees, Taxes.

Client, at its expense, shall pay, discharge, and be responsible for all license fees, business, sales, use, gross receipts, income, property or other similar taxes or assessments charged or levied as a result of any services performed or materials provided under this Agreement whether assessed against Client or IK Network Solutions, excluding, all taxes and assessments applicable to IK Network Solution's income or applicable to IK Network Solution's property.

5. Authorized Contact Person.

Client's Authorized Contact Person(s) shall have the authority to bind the Client, to execute Change Orders, to obligate Client to pay for such modified services, support and products. Client may replace the Authorized Contact Person(s) by providing IK Network Solutions written notice of the change.

The Authorized Contact Person(s) for this contract and any limitations on their authority are provided as follows.

Name: Jay Carver/Nena Land

Phone Number: (870)-642-2426

6. Modifications to Schedule.

This Schedule may be modified or amended only by a written document entitled "Change Order" specifically referencing this Schedule by Quote No./Project No., date, and parties. The Change Order will not be effective unless it is signed by Client's Authorized Contact Person and a person authorized to execute contracts on behalf of IK Network Solutions.

7. Assignment

This agreement may be assigned by IK Network Solutions to any successor in interest.

IK Electric

E-RATE CONTRACT

De Queen School District

(Client)

By: Bruce Hill

Signature:

(IK Network Solutions)

By: Mike Seitz

Signature:

4/8/2015

IK Electric Initials: MS

Client Initials: BH

IK Electric

E-RATE CONTRACT

1.800.404.FIBER
ik-ns.com

IK Network Solutions

nine decades of next generation

TO: DeQueen School District

IK SPIN # 143007431

5 year contract

Quote: Leased lit fiber
Date: 4/3/2015
Terms: NET 30
Price Firm For: 60 DAYS
F.O.B: S/P & PPA
Delivery: As Needed

QTY	PART#	DESCRIPTION	PRICE	EXTENDED
1		One Time upfront, non recurring construction charge for leased lit 10 Gigabit fiber MAN. 12 strands of single mode fiber from tech building to JH, MS, MS Gym, Elementary, Primary, HS and Admin. 12 strands from Admin to Tech. 12 strands from Admin to Press Box, Field House and Bus Garage. All construction is contingent on upon availability of right of way, utility easements and permits. Included CPE equipment: Qty 2 X670 switch, Qty 9 X440 switch, qty 20 singlemode 10GB optics, Qty 11 10GB twinax cables.	$398,028.00	$398,028.00
1		TAX 9.875%	$39,305.27	$39,305.27
1		**TOTAL UP FRONT NON-RECURRING**		**$437,333.27**
12		Monthly recurring charge.	$5,400.00	$64,800.00
1		TAX 9.875%	$6,399.00	$6,399.00
1		**TOTAL YEARLY RECURRING**		**$71,199.00**
			TOTAL	**$508,532.27**

- All information contained in this design and or quotation is not for use or disclosure outside (customer).
- Any and all quotations and configurations prepared by IK Electric represent our best efforts and are completed in good faith.
- Any errors and/or omissions on customer provided configurations are not the responsibility of IK Electric.
- IK Network Solutions is not responsible for any unmarked utilities, private or public.
- IK Network Solutions (IK) standard insurance is included.
- All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation of work described in this proposal. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be to replace or repair any part of its work which is found to be defective.
- IK will not be responsible for special, incidental, or consequential damages.
- In submitting this proposal, IK reserves the right to negotiate mutually agreeable contract terms and conditions that incorporate this Scope of Work.

IK Electric Initials: MA Client Initials: BK