

## First Amendment to Terms and Conditions

This First amendment to the Terms and Conditions (“Terms”) which is attached to and incorporated into the Master Service Agreement entered into on March 8, 2018 by and between Fatbeam, LLC (“Fatbeam”) and Kimberly School District (“Customer”) is effective on July 1, 2023 (“First Amendment”). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Master Service Agreement or Terms.

### **RECITALS**

**WHEREAS**, Fatbeam and Customer are parties to the Terms which is attached to and incorporated into that certain Master Service Agreement entered into on March 8, 2018 (“Agreement”);

**WHEREAS**, Fatbeam and Customer seek to amend the Agreement to document the specific needs of the Parties, as more fully provided below.

**NOW, THEREFORE**, in consideration of the foregoing, Fatbeam and Customer hereby agree as follows:

- 1. Service Term.** Per Managed Wide Area Network Agreement signed March 8, 2018, section 3, this amendment is to exercise the 1st of (3) 3yr auto renewal options. This will leave (2) 3yr auto renewal options available in the original contract

**10G WAN between Kimberly HS 885 Center to Stricker ES 900 W Polk Kimberly, ID**

**MRC - \$1500.00**

**Contract term will be July 1, 2023 thru June 30, 2026.**

- 2. Agreement in Full Force and Effect.** Except as provided above, the Agreement is unmodified hereby and remains in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this document as of the date and year first above written.

**FATBEAM, LLC**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Kimberly School District**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_