



SALISH NETWORKS, INC

TERMS OF SERVICE

1. TERMS AND CONDITIONS. These terms and conditions ("Terms and Conditions") are an integral part of the agreement ("Agreement") between Salish Networks, Inc ("Salish") and the customer ("Customer") of the Salish services. The Agreement shall consist of any Service Order(s) or Service Agreement(s) entered by client, including any addendums thereto, together with these Terms and Conditions, and shall include any subsequent changes to these Terms and Conditions as allowed herein. Any Salish services or products (collectively, the "Services") provided by Salish to Customer shall be governed by these Terms and Conditions.

By ordering, purchasing or using the Services, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. They affect the legal rights between Customer and Salish by, among other things, (1) requiring MANDATORY ARBITRATION OF DISPUTES; (2) charging an EARLY TERMINATION CHARGE and DISCONNECTION FEE; and (3) LIMITING Salish's LIABILITY UNDER THE AGREEMENT.

2. DEFINITIONS. The following terms shall have the meanings set forth below.

2.1 "Agent" means a Customer employee or contractor who may use the Services, the total number of Agents being the maximum number of personnel who may use the Services at any one time.

2.2 "Customer Data" means any data, information or other materials of any nature whatsoever provided to Salish by Customer in the course of implementing or using the Services.

2.3 "Documentation" means user manuals and other documentation relating to the Services, which are made available to Customer by Salish, in the form of recorded documentation on optical or magnetic media, accessible via the Internet or in the form of printed media.

2.4 "Implementation Services" means the services selected by Customer, as indicated on the Service Order, to be provided by Salish in connection with the set up and implementation of the Services. Unless otherwise agreed to in a Service Order, as part of the Implementation Services, Customer will receive limited training in the set up and activation of the Services during the hours from 9:00am to 5:00pm PT Monday through Friday.

2.5 "Initial Payment" means the initial payment set forth in the Service Order consisting of activation fees, the fees for Implementation Services, Equipment and shipping charges (if any), the Service Fees for the first month and other related taxes and fees.

2.6 "Login" means each separate, named individual login account within a Customer account.

2.7 "Professional Services" means work Salish will perform for Customer as specified in individual statement(s) of work ("Statement(s) of Work" or "SOW(s)") to be agreed upon by the parties from time to time.

2.8 "Service Fee" or "Service Fees" means the monthly or annual fees set forth in the Service Order to be paid by Customer to Salish as consideration for Salish's provision to Customer of the Services.

2.9 "Service Order" means the service order, quote or document agreed upon by Customer and Salish, containing (i) a price and quantity of Services, and Implementation Services to be provided to Customer by Salish under the Agreement, along with associated telecommunications fees; (ii) the Services to be provided; and (iii) such other options provided on the Service Order as Customer may elect to apply to the Services.

2.10 "Service Plan" means the monthly, annual or longer term subscription plan a Customer agrees to in the Service Order.

2.11 "Services" means the products or services that are being provided to Customer as described in the Service Order, including any Additional Services set forth in an addendum to the Service Order accepted by Salish.

2.12 "Text Message" means a short message service text message consisting of text per the Global System for Mobile communications alphabet.

2.13 "Software" means any proprietary software (including any documentation relating to such software) owned by, licensed by, or which Salish has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used in or used to provide the Services.

3. Salish PRODUCTS AND SERVICES. During the Initial Term or any Renewal Term of this Agreement, Salish will provide the Services, set forth in the Service Order(s), including telephone and other equipment (collectively, "Equipment") subject to these Terms and Conditions. Salish hereby grants Customer access to the Services for use by the number of Agents and Logins set forth in the Service Order, for Customer's own internal business purposes, which shall be deemed to include activities Customer may perform on behalf of its own customers. Subject to these Terms and Conditions, Salish grants Customer the right to use the Documentation in connection with its use of the Services.

3.1. CONDITIONS. Customer acknowledges and agrees that Salish's obligations to provide the Services are expressly conditioned upon:

- Customer's payment of the fees for Professional Services and all Service Fees as and when due, and
- Customer adherence to the technical requirements for the Services set forth in the Documentation for the Services made available to Customer by Salish, as the same may be updated by Salish from time to time.

3.2. ADDITIONAL SERVICES. At Customer's option, the number of Services may be increased at any time during the Initial Term or Renewal Term (any such increase, "Additional Services") by Customer entering into an addendum to its Service Order that sets forth the specific Additional Services desired. Each addendum to a Service Order shall be subject to Salish's acceptance, which shall be deemed given if Salish thereafter provides the Additional Services. Upon acceptance by Salish, such Service Order addendum shall be deemed an amendment to the Agreement, subject to all of these Terms and Conditions, and the Service Fees shall be increased to reflect the Additional Services, subject to the same pricing and payment terms as are set forth in the Service Order. Additional Services shall be provided for a term that is coterminous with the Initial Term or Renewal Term of the Agreement.

3.3. IMPLEMENTATION SERVICES. Salish will use commercially reasonable efforts to perform the Implementation Services covered in the Initial Payment.

3.4. ADDITIONAL PROFESSIONAL SERVICES. If Customer requests Professional Services, such as support services not provided under this Agreement, training, or other consulting services, Salish may (but has no obligation to) provide such Professional Services or recommend appropriate outside consultants. If Salish agrees to provide such additional Professional Services at Customer's request, fees for such Professional Services may be provided pursuant to a fixed fee or Salish's standard time and material rates as provided in an agreed upon Service Order or SOW, or addendum to the same.

4. TERM.

4.1. INITIAL TERM. The initial term of service ("Initial Term") begins on the date that Customer enters into a Service Order and continues in force and effect for a one-year period, unless another term of service is agreed upon in the Service Order or Customer has entered into a multi-year master service agreement with Salish.

4.2. RENEWAL. Except as set forth in Section 4.3, at the end of the Initial Term, the Agreement is automatically renewed for an additional one year period (a "Renewal Term"), and shall be renewed at the end of each Renewal Term for an additional one-year Renewal Term, at the then-current rates unless Customer provides Salish, at least thirty (30) days prior to the end of the Initial Term or applicable Renewal Term, notification of intention to cancel the service.

4.3. MONTH-TO-MONTH RENEWAL. Instead of renewal under Section 4.2 or cancellation, a Customer shall have the option, upon expiration of the Initial Term or any Renewal Term, to renew the Agreement on a month-to-month basis at the list price offered for the Services. Customer will be converted to a month-to-month basis if Customer provides to Salish, at least thirty (30) days prior to the end of the Initial Term or applicable Renewal Term, notification of intention to convert to month-to-month service.

5. TERMINATION.

5.1. TERMINATION FOR CONVENIENCE. Either party may terminate the Agreement upon thirty (30) days' notice of termination to the other party. In accordance with Section 10.7, in the event of termination by Customer under this Section 5.1 during the Initial Term or any Renewal Term, an early termination charge will apply and disconnection fees and other charges may also apply. Any Equipment returned in conjunction with a cancelled Service Order or termination under this clause may also be subject to a restocking fee. If Customer transfers or ports a Number or Ported Number (as defined in Section 12) to another service provider, Customer must notify Salish in order to cancel any Services related to such Numbers or Ported Numbers or service charges will continue.

5.2. IMMEDIATE TERMINATION. Salish shall be entitled, in good faith, and in its reasonable discretion, to suspend, terminate or change the Services without advanced notice for Customer's material breach of the Agreement, suspected fraud or any misuse of the Services that adversely affects the Services, Salish, Salish's network or other Customers' use of the Services. Salish may require, and if required, Customer shall pay, an activation fee as a condition to changing or resuming a suspended or terminated account. In accordance with Section 10.7, in the event of termination by Salish under this Section 5.2 during the Initial Term or any Renewal Term, an early termination charge will apply and disconnection fees and other charges may also apply.

5.3. EFFECT OF TERMINATION ON FEES. Upon termination of this Agreement, in addition to any applicable early termination charge, disconnection fees and other charges under Section 10.7, Customer shall be responsible for the full monthly Service Fees for the month in which termination occurs, the following month and any applicable usage charges. Expiration or termination of the Agreement does not alleviate Customer of responsibility for paying all unpaid, accrued charges due hereunder.

6. 911 & SERVICE LIMITATIONS. The Federal Communications Commission ("FCC") and Canadian Radio-television and Telecommunications Commission ("CRTC") require that Salish provide E911 service ("E911 Service") to all Customers who use the Services within the United States and Canada. Sections 6.1 to 6.7 apply to all Customers who use the Services within the United States. Section 6.8 applies to all Customers.

6.1. 911 ACKNOWLEDGEMENT. Customer acknowledges that Salish's equipment and services do not support 911 emergency dialing or other emergency functions in the same way that traditional wireline 911 services work. The differences are detailed in this section 6 and customer agrees to notify any potential user or agent of the services, who may place calls using customer's services, of the 911 limitations described herein. Salish will provide customer with advisory notices regarding 911 emergency dialing and request acknowledgments from customer. Customer agrees to respond and affirmatively acknowledge that Salish has advised customer of the circumstances under which Salish E911 service may not be available or may be limited in comparison to traditional 911 emergency dialing. Salish advises customer to maintain an alternative means of accessing traditional 911 services.

6.2. ELECTRICAL POWER. Customer acknowledges that the services will not function in the absence of electrical power.

6.3. INTERNET ACCESS. Customer acknowledges that the services will not function if there is an interruption or significant degradation of customer's broadband or high-speed internet access service.

6.4. NON-VOICE SYSTEMS. customer acknowledges that the services are not set up to function with text messages or out dialing systems including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. Salish will not be liable for interruption or disruption of such systems by the services.

6.5. E911 SERVICE. Salish E911 service is a mandatory component of all inbound/outbound traditional fax and voice service plans. E911 service is not offered on virtual numbers, toll-free numbers or similar service accessories or add-on service plans. E911 service is only available in selected areas. If customer subscribes to Salish E911 service, customer will be required to register the physical location of customer's equipment (phone, softphone, digital telephone adapter ("DTA"), analog telephone adapter ("ATA") or videophone) with Salish, either on the Salishnetworks.com website or by calling Salish customer service. Customer agrees to contact Salish customer service to update the relevant location information whenever the physical location of service or equipment changes. If customer subscribes to Salish mobile applications, customer acknowledges the physical location registered for customer's equipment (phone, softphone, DTA, ATA or videophone) will be the physical location registered for the mobile application associated to the equipment. Customer acknowledges that Salish's only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. Customer acknowledges and understands that any enhanced location information passed to an emergency operator by Salish will be based upon the physical location provided to Salish by customer. In the event that the physical location has not been updated or is not complete, Salish may attempt to route a 911 call based upon the bill-to or ship-to addresses associated with customer's account or initial order.

6.6. E911 SERVICE FEE. Customers that are required to subscribe to Salish E911 service will be subject to a monthly e911 service fee (in addition to any applicable state 911 tax based on customer's service address). The monthly e911 service fee shall be in addition to the applicable service fees for the associated line. The monthly charge for Salish E911 service is assessed on a "per-line" (that is, per phone number basis), and will be set at a level that reimburses Salish for the direct costs it incurs in providing Salish E911 service, including expenses Salish incurs, either directly or indirectly, in the form of state, county or municipal e911 surcharges, e911 automatic location information (ALI) database storage, line information database and caller id (LIDB/CNAM) expenses, and any other taxes or surcharges directly or indirectly associated with the provision of E911 services to customers subscribing to the services. Salish reserves the right to adjust the level of charges associated with the provision of e911 services to reflect increases or decreases in the costs it incurs. (See section 20 regarding changes to the agreement, services or service plan.)

6.7. E911 CHARACTERISTICS. Customer acknowledges that Salish E911 service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. These characteristics may make Salish E911 services unsuitable for some customers. Customer should carefully evaluate customer's own circumstances when deciding whether to rely solely upon Salish E911 service. Customer acknowledges that it is customer's responsibility to determine the technology or combination of technologies best suited to meet customer's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional landline phone or wireless phone as a backup means of completing emergency calls). In addition to the limitations set forth in sections 6.1 TO 6.6 of this agreement, the following characteristics distinguish Salish e911 service from traditional, legacy, circuit-switched 911 service:

- Salish E911 services will not function if customer's equipment (DTA, ATA, phone or videophone) fails or is not configured correctly or if customer's Salish service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, or suspension or disconnection of service because of billing or other issues. If there is a power outage, customer may be required to reset or reconfigure the equipment before being able to use the Salish service, including for E911 purposes.
- After initial activation of the E911 service, and following any change of and update to customer's physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into Salish's nomadic E911 databases prior to service activation, but no guarantee can be made that the automatic number and location information will be activated within this schedule.
- The local emergency service operator receiving Salish E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the Salish E911 call. Due to technical factors in network design, and in the event of network congestion on the Salish network, there is a possibility that a Salish 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional, legacy, circuit-switched telephone networks.
- If customer does not correctly identify the actual location of the Salish equipment at the time of activation of the service or when updating that information with Salish customer service, E911 communications may not be directed to the correct local emergency operator.

6.8. E911 LIMITATION OF LIABILITY AND INDEMNITY. Customer acknowledges and agrees that Salish will have no liability whatsoever in the event that customer or any other caller from customer's equipment is unable to place, or complete, a call to 911 or E911 services, or in the event that emergency responders do not respond, or do not respond to the location at which the equipment, customer, or caller is physically present or require such services. Under no circumstances whatsoever will Salish have any liability associated with 911 or E911 services, including, and without limitation, in the event of:

- Loss of electrical power or Internet connectivity;
- Termination of Services due to failure of Customer to pay undisputed invoices;
- Defective or misconfigured customer premises equipment;
- Network congestion;
- Delays associated with updating registered service location;
- Restrictions created by non-voice equipment;
- Relocated equipment, including outside of the United States or Canada;
- The simultaneous use of one line with multiple pieces of equipment;
- Failure of emergency response centers to answer a 911 call;
- Failures of any third parties that are responsible for routing 911 calls;
- The use of non-native telephone numbers; OR
- Any force majeure event

Customer agrees to defend, indemnify, and hold harmless Salish, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to customer in connection with the services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, customer or any third party or user of the service relating to the failure or outage of the service related to 911 dialing. Customer acknowledges and agrees that the limitation of Salish's liability is a material term to this agreement, and that it would not otherwise enter into this agreement without this limitation, and that customer agrees that these limitations are reasonable.

7. Other Service Limitations.

7.1. AVAILABILITY. Customer acknowledges and agrees that the Services will not be available 100% of the time. Credit allowances for interruption of the Services shall not be provided.

7.2. CRITICAL SAFETY APPLICATIONS. Customer understands that the Services are not authorized for use in critical safety or other applications where any failure may reasonably be anticipated to result in bodily injury, loss of life or catastrophic damage to property.

8. EQUIPMENT. To provide the Services, Salish may provide Equipment to Customer. All Equipment shipments are F.O.B. shipping point. Salish's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to carrier. Customer will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Services. Customer shall be required to obtain authorization from Salish to return any Equipment. Salish will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. Salish will not cover replacement for lost, stolen or modified Equipment. Equipment returned by Customer that is not covered under warranty may be refused by Salish, and Customer will be responsible to pay return shipping charges.

9. CUSTOMER DATA. Customer hereby grants, subject to Section 22 (Privacy), to Salish a non-exclusive, non-transferable (except in connection with an assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data, solely to the extent necessary to provide the Services to Customer. Except as expressly provided in this Section, Customer grants to Salish no right, title, interest, or license in the Customer Data and Customer hereby reserves for itself and its licensors all rights in and to all Customer Data. Notwithstanding the foregoing, Salish shall be permitted to disclose Customer Data to third parties as and to the extent required by law (including, without limitation, pursuant to a court order or subpoena).

10. BILLING, CHARGES AND PAYMENT.

10.1. PAYMENT OF SERVICE FEES. Customer will pay the Service Fee for Services ordered by Customer, and all other amounts due under the Agreement, pursuant to the terms of this Section 10. All fees, including Service Fees, payable under the applicable Service Plan shall be non-refundable and non-creditable.

10.2. CREDIT TERMS. All Services provided to Customer and covered by the Agreement shall at all times be subject to credit approval or review by Salish. Customer will provide such credit information or assurance as is requested by Salish at any time. Salish, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.

10.3. BILLING. Salish will provide Customer with a monthly on-line billing statement for the Services provided each calendar month and bill all charges invoiced to Customer's account. Such charges shall include activation fees, monthly Service Fees, shipping charges, disconnection fees, Equipment charges, toll charges, taxes and any other applicable charges. Monthly Service Fees are paid in advance of each month's Service; toll charges and any other applicable charges are billed subsequent to the end of each month's service. Unless otherwise specified by Salish, billing for monthly Service Fees commences upon activation of the Services ordered. The first month's Service Fee shall be prorated to take into account any partial calendar month that may occur as the result of the date monthly Service Fees are initiated.

10.4. LATE/NON-PAYMENT. If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment, Salish may suspend or terminate the Services and all accrued charges shall be immediately due, plus a late fee of the greater of ten dollars (\$10.00) or 1.5% per month (but in any event no greater than the maximum amount permitted by law). A fee will also be charged to activate a suspended account. No suspension or termination of the Services or of this Agreement shall relieve Customer from paying any amounts due hereunder.

10.5. TAXES. Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes. All such taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides Salish with an appropriate exemption certificate. If any amounts paid for the Services are refunded by Salish, applicable taxes may not be refundable.

10.6. REGULATORY RECOVERY FEE. A regulatory recovery fee will be charged monthly to offset costs incurred by Salish in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The regulatory recovery fee will apply to every Number and Ported Number (as defined in Section 12), including toll free and virtual numbers.

10.7. EARLY TERMINATION CHARGE, DISCONNECTION FEES AND OVERAGE FEES.

A. EARLY TERMINATION CHARGE. UNLESS OTHERWISE PROVIDED FOR IN THE AGREEMENT, If a Customer terminates the Agreement, or some of the Services provided under the Agreement, before the end of the Initial Term or any Renewal Term (the "Terminated Term"), Salish will charge Customer, and Customer will pay, an early termination charge equal to 25% of the Monthly Service Fee for the terminated Service(s) multiplied by the number of months remaining in the Terminated Term on the date of termination. This early termination charge is in addition to the full Monthly Service Fee payable under Section 4.3 for the month of termination.

B. DISCONNECTION FEES. In lieu of the early termination charge contemplated by paragraph (A) above, Salish may, in its sole discretion, charge the following disconnection fees:

- If a Customer terminates a Service Plan associated with Equipment within four (4) months of the initial purchase of the Services, Salish shall charge a service disconnection fee equivalent to the list price of each item of Equipment minus any fees paid expressly for Equipment at the time of the initial purchase.
- If a Customer terminates a Service Plan associated with Equipment within twelve (12) months of the initial purchase of the Services, Salish shall charge a service disconnection fee of fifty-nine dollars and ninety-nine cents (\$59.99) for each item of Equipment.
- If a Customer terminates an Extended Payment Plan within twenty-four (24) months of the initial shipment of the related Equipment or such other Initial Term specified in the Service Order, Customer shall immediately pay to Salish the monthly amount due for the subject Equipment multiplied by the number of months remaining in the terminated Extended Payment Plan term on the date of termination.

In the event the foregoing disconnection fees exceed the early termination charge otherwise applicable under paragraph (A) above, such disconnection fees shall automatically be charged in lieu of the early termination charge. Disconnection fees shall be invoiced to Customer when Customer notifies Salish of the cancellation of the Services.

C. OVERAGE AND OTHER CHARGES. If the Terminated Term is the Initial Term, Salish will also charge Customer, and Customer will pay, any unpaid non-recurring charges waived at the beginning of the Initial Term. Salish reserves the right to charge overage fees when Customer exceeds the usage limits on applicable services.

D. SERVICE DOWNGRADES. A Customer may not reduce the number of lines or seats, or the number of services, provided under a Service Plan during the Initial Term or any Renewal Term without Salish's consent unless otherwise provided in the Agreement. Any reduction in the number of lines or seats under a Service Plan shall be treated as a termination of Service under this Section 10.7 with respect to those lines or seats. Any reduction or downgrading of Services shall be treated as a termination of Service under this Section 10.7 with respect to the applicable Services. Salish's acceptance of any proposed reduction in lines, seats or services shall not release customer from its obligations to pay applicable fees and charges under this Section 10.7 unless Salish expressly agrees in writing to waive such fees and charges.

10.8. RATE CHANGES. Rates will not be increased during the Initial Term, with the exception of tax or fee changes and international toll calling rates. Otherwise, Salish may change the prices for the Services, toll charges, fees and taxes, from time to time. In the event of a change in prices or toll charges, Salish will post such changes to its website currently located at <https://www.Salishnetworks.com>. International toll calling rates are updated monthly on the first of each month and no other notice shall be provided for changes to international toll calling rates. The Service Fees effective upon any renewal of the Agreement shall be Salish's then-current Service Fees for the applicable Services.

10.9. DISCOUNTS. From time to time in its sole discretion, Salish may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be provided to Salish upon purchase of the Services. Customer shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service. Promotions and/or discounts may not be used cumulatively or be used for services retroactively. Promotions may be changed at Salish's sole discretion.

10.10. BILLING DISPUTES. Customer must dispute any charges for the Services in writing to Salish within thirty (30) days of the date of the charge by Salish. If Customer fails to provide a written statement disputing the charges within such time, Customer waives any objection and further recourse with regard to such charges. Written statements disputing charges must be sent to: Billing Department, Salish Networks, Inc -or- claims@Salishnetworks.com.

11. TOLL CHARGES. Every call using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN"), including other VoIP networks, is subject to the then applicable toll charges that are associated with the Service Plan, which Salish will include in bills and Customer will pay. Calls to a non-Salish telephone phone number outside the United States and Canada will be charged at the current rates published on the Salish website. The duration of each call is to be calculated in an initial one-minute. After one minute, calls will be charged in increments of 6 seconds. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. When Customer dials an international PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by a Customer to an international mobile, rather than landline, or premium rate telephone number, may result in higher toll charges. Charges to Customer for inbound toll free numbers are subject to the geographic restrictions and location of the person calling into the toll free number.

12. TELEPHONE NUMBER. Any telephone number provided by Salish ("Number") to Customer shall be leased and not sold. Customer will not use the Number with any other device other than the Equipment without the express written permission of Salish. Except with regard to telephone numbers which had been assigned to Customer by another service provider and then ported to Salish ("Ported Numbers"), Salish reserves the right to change, cancel or move Numbers in its reasonable discretion. Upon termination of the Services under Section 5.1 and at Customer's request, Salish will employ commercially reasonable efforts to assist Customer to port out the Numbers and the Ported Numbers and Salish will charge a port out fee of \$5.00 per Number or Ported Number. Customer acknowledges that the porting of all Numbers and Ported Numbers is dependent upon the cooperation of third parties not under the control of Salish.

13. MONITORING SERVICES USE. Customer agrees that Salish is entitled to monitor Customer's use of Service, at Salish's expense for purposes, such as but not limited to, fraud identification and mitigation, acceptable use and compliance with subpoenas or other legal law enforcement activities. Customer may also be subject to a preliminary fraud review and approval process for select Salish services.

14. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. Customer shall not modify the Equipment in any way without the express written permission of Salish. Customer shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, Customer is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue to use the Services. Replacement charges will be based on the fair retail price of Equipment, plus applicable shipping costs and taxes. Customer shall immediately notify Salish of any lost or stolen Equipment and shall cooperate with Salish in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At Salish's sole option, failure to report lost or stolen Equipment in a timely manner will cause Customer to be responsible for all Service Fees accrued until the time that Salish is informed of the loss or theft and Salish is entitled to terminate the Services and Agreement following Customer's breach of this Section. Equipment not provided by Salish shall not be used by Customer unless specifically agreed to in writing by Salish. Equipment not provided by Salish shall not be supported by Salish.

15. PROHIBITED USES.

15.1. GENERAL. Any use of the Services or any other action that causes a disruption in the network integrity, or threatens or compromises the security of Salish, its vendors, or the Services whether directly or indirectly, is strictly prohibited and permits Salish to terminate the Services and the Agreement without prior notice at the sole discretion of Salish. Customer will not use the Services in ways that violate requirements in applicable agreements (including but not limited to privacy and security requirements imposed by Customer's financial institutions such as the Payment Card Industry Data Security Standard), violate applicable laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements or laws on obtaining third party consent for call recording), infringe the rights of others, or interfere with the users, Agents, services, or equipment of the network. Salish shall have the right, in its sole, but reasonably exercised discretion, not to accept, transmit or deliver any messages and/or content that it reasonably believes contains inappropriate content or that is, or could reasonably become, the subject of any legal, regulatory, or other governmental proceeding or process, including without limitation a law enforcement proceeding, process, or inquiry. Customer acknowledges that neither Salish nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Any use found to be inconsistent with the restrictions of this Section 15 will result in termination of the Services without prejudice to any other remedies Salish may have. Salish may request a valid business license from Customer upon reasonable suspicion of misconduct by Customer, and failure to provide a valid business license may result in termination of Service.

15.2. REASONABLE BUSINESS USE. Customer agrees, represents, and warrants that it is purchasing the Services and the Equipment (if any) for its own internal use only, and shall not resell, transfer or charge for the Services or the Equipment without the advance express written permission of Salish. Salish's Service Plans that offer unlimited minutes of PSTN calls, unlimited faxing or unlimited Text Messages are for reasonable business or residential use of Customer only. Such use shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous or extensive chat, continuous connectivity, fax or Text Message broadcast or blasting, telemarketing (including without limitation charitable or political solicitation or polling), call center operations, junk or Text Message faxing, fax spamming, calling/faxing/Text Messaging any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. Customer will not use the Services to send unsolicited commercial e-mail or Text Messages to recipients outside Customer's organization. Customer shall not transmit through the Services any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, or otherwise objectionable communications or material of any kind or nature. Customers further agree not to transmit any material that encourages conduct that could constitute a criminal offense, violate the intellectual property rights of others, give rise to civil liability or otherwise violate any applicable local, state, national or international statute, regulation, or other law. Without limiting any other remedies hereunder, Salish reserves the right to immediately terminate or modify the Services of any Customer if Salish determines, in its sole discretion, that Customer is not using such plan for Customer's reasonable business use.

15.3. TEXT MESSAGES. With respect to any texting, Text Messages or other mobile messaging Services, Customer shall not use the Services in violation of the Mobile Marketing Association Guidelines or any network/wireless carrier requirements, conditions or codes of practice. All Text Messages are subject to Salish's policies and conditions, including without limitation the provisions of this Section 15 (Prohibited Uses) and the maximum permissible Text Message length. Salish reserves the right to segment, truncate, or otherwise reduce the length of any Text Message or to refuse to transmit and/or deliver a Text Message that does not comply with Salish or any third party network operator's policies or conditions.

16. USE, STORAGE AND OTHER LIMITATIONS. Salish reserves the right to establish or modify general practices and limits concerning use of the Services and Software. Where practical, Salish will provide Customer with prior notice of such new or modified practices.

17. ELECTRONIC RECORDING. Customer acknowledges and understands that there are federal and state statutes governing the electronic recording of telephone conversations and that Salish will not be liable for any illegal use of the service. Because Customer circumstances vary widely, Customers agrees to carefully review its own circumstances when deciding whether to use the recording features of the service and it is Customer's responsibility to determine if the electronic recordings are legal under applicable federal and state laws. When using electronic recording features, Customer agrees to use one of the Salish recommended call recording notices, although such use does not relieve Customer from the obligation to comply with applicable laws. Salish is not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by Customer, whether legal or illegal, and Customer will indemnify and hold Salish harmless for any claims, damages, fines, or penalties arising out of Customer's failure to adhere to applicable electronic recording laws. Salish's electronic recording policy at <https://www.Salishnetworks.com> provides additional information on electronic recording and is incorporated by reference in the Agreement as if fully set forth. Customer agrees that Salish may, at its sole discretion, record any call between Salish and Customer for Salish quality control purposes.

18. RESPONSIBILITY FOR REGISTRATION INFORMATION AND CONTENT OF CUSTOMER COMMUNICATIONS. Customer is solely responsible for maintaining the confidentiality of Customer's Login, and will not transfer Customer's Login, email address or password, or lend or otherwise transfer use of or access to the Salish Services, to any third party. Customer is solely responsible for any and all activities that occur under Customer's account. Customer will comply with applicable foreign, federal, state, and local law in its use of the Services, including but not limited to laws regarding online behavior, acceptable content, the import or export of Equipment and the transmission of information under applicable export laws. Recognizing the global nature of the Internet, Customer also agrees to comply with applicable local rules or codes of conduct (including, if applicable, codes of conduct or policies imposed by employers) regarding online behavior and acceptable content. Use of the Services is void where prohibited. Customer will immediately notify Salish of any unauthorized use of Customer's account or any other breach of security related to Customer's account or the Salish Services. Customer will complete a "log off"/exit from Customer's account (if applicable) at the end of each session. Salish is not liable for any loss or damage arising from Customer failure to comply with any of the foregoing obligations. In consideration for using the Salish Services, Customer will: (1) provide certain current, complete, and accurate information about Customer when prompted to do so by Salish and the Services, and (2) maintain and update this information as required to keep it current, complete and accurate. Customer warrants that any such information will be accurate. Customer agrees that Customer is solely responsible for the content of all visual, written or audible communications ("Content") sent by Customer or displayed or uploaded by Customer in using the Services. Customer acknowledges that neither Salish nor its vendors are responsible for any Content. Customer retains copyright and any other rights already held in Content that Customer submits, posts or displays on or through, the Services. Customer understands and agrees that by displaying, exchanging or uploading Content to a Salish website, transmitting Content using the Services or otherwise providing Content to Salish, Customer automatically grants (and warrants and represents that Customer has a right to grant) to Salish a world-wide, royalty-free, sub-licensable (so Salish affiliates, contractors, resellers and partners can deliver the Services) license to use, modify, publicly perform, publicly display, reproduce and distribute the Content solely in order to provide the Services to Customer, including associates websites ("Sites").

19. RESPONSIBILITY FOR CONTENT OF OTHERS. Customer acknowledges that Agents or other users of the Services ("Users") may violate one or more of the above prohibitions, but Salish assumes no responsibility or liability for such violation. If Customer becomes aware of misuse of the Services by any person, please contact Salish Customer Support. Salish may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User or Agent profiles and/or Login. However, because situations and interpretations vary, Salish also reserves the right not to take any action. Under no circumstances will Salish be liable in any way for any data or other content available on a Site, viewed or actions taken while using the Services, including, but not limited to, any errors or omissions in any such data, content or activity or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data, content or activities incurred from the actions taken on a Site. Salish does not endorse and has no control over what Users or Agents post, submit to or do on a Site. Customer acknowledges that Salish cannot guarantee the accuracy of any information submitted by any Agent or User of a Site, nor any identity information about any Agent or User. Salish reserves the right, in its sole discretion, to reject, posting or other data, or to restrict, suspend, or terminate any User's or Agent's access to all or any part of any Site at any time, for any or no reason, with or without prior notice, and without liability. Salish reserves the right to investigate and take appropriate action against anyone who, in Salish's sole discretion, is suspected of violating this Agreement, including without limitation, reporting Customer or any User to law enforcement authorities.

20. CHANGES TO THE AGREEMENT, SERVICES OR SERVICE PLAN. Salish reserves the right to make changes to these Terms and Conditions and/or the Services ("Change of Service") from time to time. In the event of a Change of Service, Salish will post to the website currently located at <https://www.Salishnetworks.com/termsandconditions>.

21. NOTICE. Notice of a Change of Service will be considered received by Customers and such changes will become binding on Customers, on the date the changes are posted to <https://www.Salishnetworks.com> or other websites owned and managed by Salish ("Change Date"), and no additional notice will be required; provided, however, that any Change of Service that would reasonably be expected to be materially adverse to Customer shall not be binding on Customer unless Salish has notified Customer of such change in accordance with Section 35. If Customer does not send Salish notification of their desire to terminate the Agreement within thirty (30) days after the Change Date, or continues to use the Services after such time, Customer is deemed to have accepted and consented to the Change of Service. If Customer does not consent to the Change of Service and terminates this Agreement, Customer will be responsible for any sums due hereunder.

22. PRIVACY. Salish utilizes the public Internet and third party networks to provide Services. Accordingly, Salish cannot guarantee the confidentiality or security of communications of Customer. Salish is committed to respecting Customer's privacy, and the privacy of callers using the Services. Once Customer chooses to provide or gather personally identifiable information using the Services, it will only be used in connection with Customer's relationship with Salish or otherwise to deliver Services. Salish will not sell, rent, or lease Customers' personally identifiable information to others, except to a successor in interest or assignee of Salish purchasing all or substantially all of the assets of Salish, or acquiring a majority of the voting equity of Salish. Unless required by law or judicial or administrative process, or if Customer's prior permission is obtained, Salish will only share the personal data Customer provides or gathers using the Services with other Salish affiliates and/or business partners that are acting on Salish's behalf to provide the Services. Such Salish affiliates and/or national or international business partners are governed by Salish's privacy policies ("Privacy Policies") with respect to the use of this data. The Privacy Policy appears at <https://www.Salishnetworks.com/termsandconditions> and is incorporated by reference in the Agreement as if fully set forth. Salish is required to file numerous reports with different administrative bodies. As such, Salish may provide aggregate statistics about Customer and other customers, sales and traffic patterns. None of these reports or statistics will include personally identifiable information. However, Salish reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either Salish or any company affiliated with Salish. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law or judicial or administrative process, Salish may disclose personally identifiable information.

23. RETURNS AND ADJUSTMENTS. No Equipment may be returned by Customer for any reason without prior approval of Salish. All returns shall be in original packaging or equivalent. Customer shall be responsible for all costs related to shipping to Salish any Equipment that is being returned. Any Equipment returned to Salish without prior authorization for its return or proper packaging may be refused. In order to obtain an appropriate refund, upon cancellation Customer must immediately obtain a return material authorization number from Salish, return to Salish any Equipment provided hereunder, undamaged and in good working condition, in its original packaging and with its original content or otherwise will be immediately responsible for paying to Salish an amount equal to the fair retail price of the Equipment minus any payments Customer had previously paid specifically for such Equipment.

24. TECHNICAL SUPPORT. Salish provides technical support to Customers via telephone and e-mail for the Services and the Equipment provided hereunder. Support for other applications and uses is not provided or implied and except as stated in this Section, Salish has no obligation to provide additional technical support.

25. REIMBURSEMENT IN CONNECTION WITH BREACH. In the event of Customer's breach of the Agreement, including without limitation, failure to pay any sum due hereunder, Customer shall reimburse Salish for all attorneys' fees and court, collection and other costs incurred by Salish in the enforcement of Salish's rights hereunder and Salish may keep any deposits or other payments made by Customer.

26. INDEMNIFICATION. Without limiting Section 25, Customer agrees to defend, indemnify and hold Salish, and its affiliates, directors, officers, employees, attorneys, agents, and vendors harmless from any claims, damages or losses (collectively, "Losses") relating to or arising out of Customer's (a) use or misuse of the Services, (b) breach of this Agreement or (c) fraud, except (in the case of clauses (a) and (b)) to the extent such Losses relate to or arise out of Salish's breach of this Agreement.

27. WARRANTIES. Salish warrants that the Services will substantially conform to the Documentation during the term of this Agreement. Salish will use commercially reasonable efforts to pass through to Customer manufacturers' warranties on Equipment.

28. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 27 THE AGREEMENT, THE PRODUCTS AND OTHER SERVICES PROVIDED HEREIN ARE PROVIDED "AS IS" AND SALISH MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NEITHER Salish NOR ITS VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO SALISH'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF SALISH'S OR ITS VENDORS' NEGLIGENCE. NEITHER SALISH NOR ITS VENDORS WILL BE LIABLE FOR MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLIGENCE, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN Salish. NEITHER Salish NOR ITS VENDORS WILL BE LIABLE FOR DELAYS OR INTERRUPTIONS IN ACCESS TO OR USE OF THE SERVICES RESULTING FROM CUSTOMER'S EQUIPMENT, USE OF THE INTERNET, OR TELECOMMUNICATIONS SYSTEMS NOT UNDER SALISH'S CONTROL, AND SALISH SHALL HAVE NO LIABILITY FOR ANY SUCH DELAYS OR INTERRUPTIONS.

29. EXCLUSIVE REMEDY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF THE SERVICES OR EQUIPMENT, WHICH SALISH SHALL BE ENTITLED TO ELECT, IS REPAIR, REPLACEMENT, CREDIT OR, REFUND. Salish MAY ELECT TO PROVIDE A REFUND IN LIEU OF CREDIT, REPLACEMENT OR REPAIR.

30. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL SALISH OR ITS VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF Salish OR ITS VENDORS OR OTHERWISE. IN NO EVENT SHALL SALISH'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY CUSTOMER TO SALISH IN THE PRIOR TWELVE (12) MONTHS FROM THE DATE OF CLAIM.

31. IMPORT AND EXPORT COMPLIANCE. Customer agrees to comply with U.S. export laws, and applicable import and export laws that may apply in Customer's location(s), concerning the transmission of technical data and other regulated materials via the Services, including, without limitation, laws governing the import and export of encryption software.

32. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE. Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any Numbers (except as provided for in Section 12), voice mail access numbers, Logins and/or web portals Sites assigned to Customer by Salish or its vendors.

33. SOFTWARE COPYRIGHT. The Software is protected by copyright law and international treaty provisions. The Software is subject to the terms and conditions in licenses of third parties, and Salish will use commercially reasonable efforts to pass through licenses for Software sublicensed to Customer in providing Salish's Services. Customer has no right to inspect, possess, use, copy, or attempt to discover the source code (or any portion thereof) used to create any Software, except to the extent that Customer is expressly permitted to decompile the Software under applicable law and Customer notifies Salish of Customer's intention to decompile the Software and Customer's reason to do so.

34. SURVIVAL. The provisions of Sections 1, 2, 5.3, 6.8, 10, 12, 22, 23, 25, 26, 28, 29, 30, 32 and 34 to 43 (inclusive) shall survive any expiration or termination of the Agreement.

35. NOTICES. Salish communicates with Customers primarily via email. Notices to Customer shall be sent to the email address specified by Customer at the time Customer ordered the Services or as subsequently specified by Customer ("Email Address"). Customer is responsible for providing Salish with a valid Email Address and notifying Salish of any Email Address changes. Customer agrees that sending a message to the Email Address is the agreed upon means of providing notification except as otherwise expressly provided in this Agreement (including, without limitation, in Section 21). Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that Customer read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder. All notices and communications required or permitted to be sent to Salish under this Agreement shall be in writing and sent to the following address or email address: Director of Customer Service, Salish Networks, Inc -or- notice@Salishnetworks.com.

36. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL). Salish shall not be liable for any failure or delay in the performance of its obligations hereunder that are directly or indirectly caused by or resulting from events beyond Salish's reasonable control, including, without limitation, acts of God, fire, flood, hurricane, earthquake, tsunami, riot, war, terrorism, government actions and intervention, embargoes, strikes, destruction of facilities, late or failed delivery by suppliers, or unavailability of power or Internet services.

37. MANDATORY ARBITRATION.

37.1. Arbitration Procedures. PLEASE READ THIS PROVISION CAREFULLY. EXCEPT AS SET FORTH BELOW, CUSTOMER AND SALISH WILL ARBITRATE ANY DISPUTES OR CLAIMS IN ANY WAY RELATED TO OR ARISING OUT OF THE AGREEMENT, ANY BREACH OF THE AGREEMENT, OR THE PROVISION OF SERVICES OR PRODUCTS TO CUSTOMER, INCLUDING ANY BILLING DISPUTES (collectively, "CLAIMS"). CLAIMS SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION ADMINISTERED THROUGH JAMS. Judgment on the award rendered by the arbitrator(s) may be entered in the Tulalip Tribal Court, and Customer agrees to submit to the jurisdiction of such Court. This agreement to arbitrate also requires Customer to arbitrate claims against other parties relating to Services or Products provided or billed to Customer if Claims are asserted against Salish in the same proceeding. Customer and Salish agree to bear their own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. The place of arbitration shall be in Snohomish County, Washington U.S.A. The language of the arbitration shall be English.

37.2. PREFILING NOTICE OF CLAIM. BEFORE INSTITUTING ARBITRATION OR SUIT, CUSTOMER WILL PROVIDE SALISH WITH AN OPPORTUNITY TO RESOLVE THE CLAIM BY SENDING A WRITTEN DESCRIPTION OF THE CLAIM TO SALISH AT THE ADDRESS OR EMAIL ADDRESS BELOW. IF Salish IS NOT ABLE TO RESOLVE THE CLAIM WITHIN 30 DAYS OF RECEIPT OF NOTICE, THEN CUSTOMER OR SALISH MAY INITIATE ARBITRATION OR SUIT AS DESCRIBED IN SECTION 37.1. All claim notices should be sent to: Director of Customer Service Salish, Networks, INC -or-claims@Salishnetworks.com. CUSTOMER WILL NOT DEMAND ARBITRATION OR FILE SUIT UNLESS CUSTOMER FOLLOWS THE FOREGOING PROCEDURES IN THIS SECTION 37.2 AND THIS SECTION 37.2 MAY BE PLEADED AS A FULL AND COMPLETE BAR AND DEFENSE TO, AND MAY BE USED AS A BASIS FOR AN INJUNCTION AGAINST, ANY ARBITRATION, ACTION, SUIT, OR OTHER PROCEEDING INSTITUTED IN BREACH OF THIS SECTION.

37.3. TIME LIMITATION. Customer agrees that regardless of any statute or law to the contrary, any suit or arbitration arising out of or related to use of the Services or the Agreement must be filed within one (1) year after the earlier of (a) when such claim or cause of action arose or (b) termination of Services to Customer or be forever barred.

37.4. PERSONAL JURISDICTION. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 37, Customer and Salish agree to submit to the personal and exclusive jurisdiction of the Tulalip Tribal Court and waive any objection as to venue or inconvenient forum in such courts.

38. ENTIRE AGREEMENT. This Agreement, including these Terms and Conditions and any terms contained in an applicable Service Order, or Service Agreement entered into by the parties (if any) along with the rates posted to the website currently located at <https://www.Salish.com> or otherwise agreed to as part of the Agreement, constitute the entire agreement between the parties and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This Agreement is in lieu of and replaces any and all terms and conditions set forth in any documents issued by Customer, including, without limitation, purchase orders and specifications. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY CUSTOMER AT ANY TIME ARE HEREBY OBJECTED TO BY Salish, AND ANY SUCH DOCUMENTS SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE OR SERVICE RENDERED HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON Salish. Except as set forth in Section 20, no waiver or amendment to this Agreement or these terms and conditions shall be binding on Salish unless made in writing expressly stating that it is such a waiver or amendment and signed by an officer of Salish.

39. GOVERNING LAW. The Agreement and the relationship between Customer and Salish shall be governed by the laws of the State of Washington without regard to its conflict of law provisions and any applicable federal and international laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

40. NO WAIVER. The failure of Salish to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

41. SEVERABILITY. The unenforceability of any provision or provisions of the Agreement shall not render unenforceable or impair its remainder. If any provision of the Agreement is deemed invalid or unenforceable in whole or in part, the Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties.

42. ASSIGNMENT; BINDING EFFECT. Customer shall not assign this Agreement or delegate Customer's duties hereunder without Salish's prior written consent. Each party represents and warrants to the other that the persons signing any Service Orders or otherwise contracting on their behalf hereunder are their authorized representatives. Subject to the foregoing, this agreement shall be binding upon the heirs, representatives, successors, and permitted assigns of Salish and Customer.

43. HEADINGS. The headings in the Agreement are solely for the convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement