

SALISH NETWORKS, LLC

MASTER SERVICE AGREEMENT

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of Agreement. Salish Networks, LLC, offers a variety of telecommunications services, such as IP transit, dedicated Internet access, Ethernet transport, wavelengths, dark fiber, VoIP, hosted voice, and related services (collectively referred to as the “Services”). This Master Service Agreement (“MSA”) does not itself create an obligation to purchase or provide Services. Instead, it establishes the overarching terms, conditions, and framework under which Salish Networks may provide Services to the Customer based on specific “Service Orders” that will be individually negotiated and executed as outlined in Section 1.2 below.

1.2 Service Orders. The purchase of Services will occur solely through the negotiation, mutual execution, and delivery of a Service Order that details the specific terms and conditions under which Salish Networks will deliver the desired Services to the Customer. Each Service Order will clearly specify: (i) the type of Service (e.g., IP transit, dedicated Internet access, Ethernet transport, wavelength, dark fiber, VoIP, etc.); (ii) the location(s) where the Service will be provided (each, a “Service Site”); (iii) the initial term of the Service Order (the “Initial Service Term”); (iv) the pricing for the Service, including (a) monthly recurring charges (“MRC”) and (b) any non-recurring charges (“NRC”) for installation; and (v) any other terms or conditions specific to that Service Order. Each fully-executed Service Order becomes part of this MSA, and together with this MSA, they constitute the “Agreement.”

1.3 Additional Documents Comprising Agreement; Order of Precedence. If any Service Level Agreements (“SLA”) are attached to this MSA as Exhibits, they form a part of this MSA. The Customer’s use of any Services purchased under the Agreement will also be governed by Salish Networks’ Acceptable Use Policy (“AUP”) and Service-Specific Terms and Conditions, both of which are available on Salish Networks’ website. In the event of a conflict between the documents, the following order of precedence will apply: (i) this MSA (including any attached SLAs); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific Terms and Conditions.

ARTICLE 2 – TERM, RENEWAL, AND EARLY TERMINATION

2.1 Duration of MSA. This Master Service Agreement (“MSA”) will remain in effect starting from the Effective Date and continue to govern any active Service Order(s) issued under it. The MSA will remain valid and enforceable as long as there are ongoing Service Orders, and it will only terminate once all such Service Orders have either expired or been terminated. The MSA will not terminate with respect to any Service Orders that remain active.

2.2 Term of Service Orders. The initial term for each Service Order (the “Initial Service Term”) will be as specified in the Service Order itself. If neither party terminates the Service Order by providing written notice at least thirty (30) days before the end of the Initial Service Term, the Service Order will

automatically renew on a month-to-month basis (the “Renewal Term”). During the Renewal Term, either party may terminate the Service Order by providing no less than thirty (30) days’ advance written notice to the other party. The total duration during which a Service Order remains in effect is referred to as the “Service Term” for that specific Service Order.

2.3 Termination Liability. In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring

charge(s) (MRC) for the remainder of the term for residential customers. 50% of the monthly recurring charge(s) (MRC) for the remainder of the term for business customers. For example: % X MRC X # Services X Remainder of Term = Termination Charge.

2.4 Early Termination. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

2.5 Early Termination Charges. Early termination charges will not be assessed under the following circumstances:

a. Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term.

Customer attempts to move the existing service to a new location within Company’s service area, but the service is unavailable;

b. Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or

c. Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:

The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,

The Company provides the new service via tariff or on an individual case basis (ICB), and

The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

2.6 End of Term Options.

a. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:

Renew their term commitment,

Commit to a new term period,

Arrange for a change of service, or

Arrange for termination of the service.

b. In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.

2.7 Rules and Regulations. As set forth in sections 2.3, 2.4, 2.5, and 2.6 preceding affects only those services that reference this section for termination liability application. Termination liability as specified for other services shown elsewhere in the Company's tariffs applies in lieu of the above.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE, AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is under Salish Networks' control, the Customer must provide Salish Networks with access to the Service Site as reasonably needed for the installation, testing, inspection, and maintenance of the Services ordered during the Service Term. Unless otherwise specified in a Service Order: (i) Salish Networks will be solely responsible for the provision, operation, and maintenance of all equipment and facilities ("Provider Equipment") necessary to connect Salish Networks' network facilities to the Customer's demarcation point(s) at the Service Site ("Demarcation Point(s)"); and (ii) the Customer will be responsible for the provision, operation, and maintenance of all equipment and facilities ("Customer Equipment") from the Demarcation Point(s) to the Customer's internal network. Unless otherwise provided in a Service Order, the Demarcation Points for all Services will be the Main Point of Entry (MPOE) at the Service Site(s). The Customer is responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security, unless the Service Site is within Salish Networks' control. The Provider Equipment will always remain the property of Salish Networks. The Customer must not rearrange, disconnect, tamper with, attempt to repair, or interfere with the Provider Equipment, nor allow any third party to do so.

3.2 Joint Testing. Salish Networks will make commercially reasonable efforts to install the Services according to its standard installation timeline and will keep the Customer regularly informed of the installation progress. Salish Networks will notify the Customer when a Service is installed and ready for testing and use. For Ethernet Services with committed bandwidth, the committed information rate will be measured at the Ethernet layer, including the Ethernet frame itself. The Customer may choose to participate in the final testing of the Service ("Joint Testing"). Salish Networks will provide the Customer with at least three (3) business days' notice of the scheduled date and time for the Joint Testing ("Joint Testing Notice"). If the Customer wishes to participate, the parties will agree on a mutually convenient date and time. If the Customer does not respond in time, they will be considered to have declined participation, and Salish Networks may proceed with testing the Service on its own.

3.3 Service Commencement Date. If the Customer participates in Joint Testing and the testing confirms that the Service is properly installed and operational, the "Service Commencement Date" will be the first calendar day following the successful completion of Joint Testing. If the Customer chooses not to participate in Joint Testing or does not respond to the Joint Testing Notice, and Salish Networks' testing confirms that the Service is properly installed and operational, the Service Commencement Date will be the first calendar day after the successful completion of Salish Networks' testing. If testing reveals any issues with the Service, Salish Networks will address them and issue a new Joint Testing Notice. The testing process will then be repeated as described in Section 3.2.

3.4 Acceptance of Service; Revision to Service Commencement Date. The Customer has five (5) business days after the Service Commencement Date to notify Salish Networks if the Service is not functioning correctly. If the Customer reports issues within this period, Salish Networks will investigate and, if

necessary, correct the problems. The Service Commencement Date will then be revised to the first calendar day after the issues are resolved. If the Customer does not notify Salish Networks of any issues within this period, the Service will be considered accepted and confirmed as properly installed and functioning from the original Service Commencement Date.

3.5 Permitted Use; No Resale of Dark Fiber. The Customer's use of the Services must comply with all applicable laws. Unless specifically allowed in the relevant Service Order, the Customer is prohibited from reselling or transferring the right to use any dark fiber Services provided by Salish Networks under this Agreement. This prohibition applies to any form of transfer, including licenses, sub-licenses, leases, sub-leases, or any other grant of rights. If the Customer violates this prohibition, it will be considered an incurable Default, giving Salish Networks the right to immediately terminate the dark fiber Services at issue, the related Service Order, and any other active Service Orders under this MSA.

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by the Customer to Salish Networks under the Agreement will be referred to collectively as "Fees." Salish Networks will begin billing the Customer for the Monthly Recurring Charges ("MRC") applicable to a Service as of the Service Commencement Date. Invoices will be issued monthly, and the Customer must pay them within thirty (30) days of receipt. Fixed Fees will be billed in advance, while usage-based Fees will be billed in arrears. Fixed Fees for any partial month will be prorated. For Services with Non-Recurring Charges ("NRC"), unless otherwise specified in the Service Order, Salish Networks will invoice the Customer for the NRC upon full execution of the Service Order. Except for amounts disputed in good faith by the Customer under Section 4.2 below, past due amounts will bear interest at a rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

4.2 Disputed Invoices. If the Customer disputes any part of an invoice in good faith, the Customer must pay the undisputed portion of the invoice and submit a written notice to Salish Networks detailing the disputed amount, including documentation supporting the alleged billing error (such notice is referred to as a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted within sixty (60) days of the invoice receipt date. The Customer waives the right to dispute any Fees not contested within this sixty (60) day period. The parties will negotiate in good faith to resolve any such disputes within sixty (60) days of the Customer's delivery of the Fee Dispute Notice. Any unresolved disputes after this period will be handled through the mediation and arbitration procedures described in Sections 11.3 and 11.4 below.

4.3 Applicable Taxes. All charges for Services listed in Service Orders are exclusive of applicable taxes, fees, and regulatory charges ("Applicable Taxes"). Except for taxes based on Salish Networks' net income or taxes for which the Customer has a valid exemption certificate, the Customer is responsible for paying all applicable taxes and fees arising in any jurisdiction, including but not limited to, value-added, sales, use, excise, gross receipts, and other similar taxes or charges related to the provision, sale, or use of the Services. These Applicable Taxes will be listed individually on invoices. If the Customer is eligible for a tax exemption, they must present Salish Networks with a valid exemption certificate (in a form acceptable to Salish Networks). Salish Networks will apply the exemption prospectively once the valid certificate is received.

ARTICLE 5 – TERMINATION

5.1 Termination for Convenience. Either party may terminate this Agreement or any individual Service Order for convenience upon giving sixty (60) days' prior written notice to the other party. In the case of a

Service Order termination, the Customer will remain responsible for all Fees up until the effective termination date. If the Customer terminates a Service Order before the end of the Initial Service Term (other than for cause as provided in Section 5.2), the Customer will be liable for an early termination fee equal to the sum of (i) the total MRCs that would have been due for the remainder of the Initial Service Term, plus (ii) any outstanding NRCs or other unpaid amounts. This early termination fee is intended as liquidated damages and not as a penalty.

5.2 Termination for Cause. Either party may terminate this Agreement or any Service Order for cause if the other party materially breaches any term of this Agreement or the applicable Service Order and fails to cure the breach within thirty (30) days after receiving written notice from the non-breaching party. In the event of termination for cause by the Customer, Salish Networks will refund any pre-paid, unearned Fees. If Salish Networks terminates for cause, the Customer will be liable for all Fees due through the end of the Initial Service Term, including any applicable early termination fees as outlined in Section 5.1.

5.3 Termination for Insolvency or Bankruptcy. Either party may terminate this Agreement or any Service Order immediately upon written notice if the other party: (i) becomes insolvent, (ii) files or has filed against it any petition under any bankruptcy or insolvency laws that is not dismissed within sixty (60) days, (iii) makes an assignment for the benefit of creditors, or (iv) undergoes any similar proceeding under federal or state law.

5.4 Effect of Termination. Upon termination of this Agreement or any Service Order for any reason, the Customer must immediately cease using the Services and return any Salish Networks-owned equipment to Salish Networks in good condition, reasonable wear and tear excepted. Termination of a Service Order or this Agreement will not relieve either party of any obligations that arose before the termination, including payment obligations. The provisions of this Agreement that by their nature should survive termination, including but not limited to, obligations relating to confidentiality, indemnification, limitation of liability, and governing law, will survive any termination of this Agreement or any Service Order.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Events of Default. The following events will constitute a default ("Default") under this Agreement: (i) The Customer fails to make any payment when due under this Agreement or any Service Order, and such failure continues for ten (10) days after receiving written notice from Salish Networks. (ii) Either party materially breaches any term or condition of this Agreement or any Service Order, and such breach is not cured within thirty (30) days after the non-breaching party provides written notice of the breach. (iii) Either party becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or undergoes any similar proceeding under federal or state law.

5.2 Remedies for Default. Upon the occurrence of a Default, the non-defaulting party may, at its option, take any or all of the following actions: (i) Terminate the Agreement or the affected Service Order(s) immediately upon providing written notice to the defaulting party. (ii) Suspend the performance of its obligations under the Agreement or any affected Service Order until the Default is cured. (iii) Pursue any other remedies available at law or in equity, including but not limited to, the recovery of damages, reasonable attorneys' fees, and other costs incurred as a result of the Default.

5.3 Additional Remedies for Customer Default. If the Customer is in Default due to non-payment or any other breach of this Agreement, Salish Networks may, in addition to the remedies listed above: (i) Accelerate all amounts due under the Agreement or any affected Service Order, making them immediately payable. (ii) Repossess or disable any Salish Networks-owned equipment provided to the Customer under

the Agreement. (iii) Charge interest on any past-due amounts at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.

5.4 No Waiver. The failure of either party to enforce any provision of this Agreement or to exercise any right or remedy in the event of a Default will not constitute a waiver of such provision, right, or remedy, nor will it prevent the party from enforcing the provision or exercising the right or remedy in the future.

5.5 Cumulative Remedies. The rights and remedies set forth in this Agreement are cumulative and in addition to any other rights or remedies provided by law or in equity. The exercise of any one right or remedy will not preclude the exercise of any other rights or remedies.

ARTICLE 6 – CANCELLATION, EARLY TERMINATION & PORTABILITY

6.1 Cancellation Before Installation. The Customer may cancel a Service at any time up to seven (7) business days before the scheduled Installation Date by providing written notice to the Provider at customerservice@ssalishnetworks.com. If the Customer cancels under this Section 6.1, they will not be responsible for paying for the cancelled Service, except for the following potential cancellation charges: (i) any reasonable and documented costs that the Provider incurred before receiving the Customer's cancellation notice, including expenses related to designing, engineering, installing, or preparing to provide the Service; and (ii) for Off-Net Services only, any documented cancellation, termination, or other fees imposed on the Provider by a third party, or that the Provider becomes liable for, as a result of the cancellation. The Provider will make commercially reasonable efforts to minimize any such third-party costs and liabilities. If the Customer cancels a Service less than seven (7) days before the Installation Date, it will be considered a Termination for Customer Convenience, as defined in Section 6.2 below.

6.2 Early Termination for Customer Convenience. The Customer may choose to discontinue one or more of the Services ordered and/or terminate the Service Order at any time after executing it by providing at least thirty (30) days' written notice to the Salish Business Services manager and to the notice address specified in Article 13 below. Any early termination of a Service under this Section 6.2 will be referred to as a "Termination for Customer Convenience." In such cases, the Customer must pay the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. As outlined in Article 5 above, either Party may terminate one or more Service Orders before the scheduled expiration date if the other Party defaults and fails to cure the Default.

6.4 Termination Charge. In the event of a Termination for Customer Convenience under Section 6.2 or a termination due to Customer Default under Section 5.2, the Customer must pay a Termination Charge to the Provider. The "Termination Charge" will consist of the following: (i) all unpaid amounts for Services provided before the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to the Provider; (iii) for Off-Net Services only, any documented cancellation or termination fees imposed on the Provider by third parties due to the early termination; (iv) one hundred percent (100%) of all remaining MRCs the Customer was to pay the Provider for the Service during the first (1st) year of the Service Term; (v) seventy-five percent (75%) of all remaining MRCs the Customer was to pay the Provider for the Service during the second (2nd) year of the Service Term; (vi) fifty percent (50%) of all remaining MRCs the Customer was to pay the Provider for the Service during the third (3rd) year of the Service Term; and (vii) twenty-five percent (25%) of all remaining MRCs the Customer was to pay the Provider for the Service during the fourth (4th) and subsequent years of the Service Term (if applicable). The Termination Charge, if incurred, will be due and payable by the Customer within thirty (30) days following the Service termination date. The Customer acknowledges that the Termination

Charge represents a genuine estimate of the Provider's actual damages and is not intended to be a penalty.

6.5 Portability; Substitution of Services. During the Service Term of a Service Order, the Customer may opt to substitute new Services for existing Services. In such cases, the Provider will waive the Termination Charge associated with discontinuing the existing Services, provided that: (i) the Fees payable to the Provider for the substitute Services are equal to or greater than the Fees for the discontinued Services; (ii) the Customer commits to retaining the substitute Services for a period equal to or greater than the remaining Service Term of the discontinued Services; (iii) the Customer pays all applicable installation and other NRCs, if any, for the provision of the substitute Services; and (iv) the Customer reimburses the Provider for all reasonable and documented engineering, installation, and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not been recovered by the Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIALITY

7.1 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" refers to all non-public, proprietary, or confidential information disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement, whether disclosed orally, in writing, or by any other means, and that is either designated as confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, customer data, technical information, pricing, product plans, and financial information. However, Confidential Information does not include information that: (i) is or becomes publicly available through no breach of this Agreement by the Receiving Party; (ii) was known to the Receiving Party before its disclosure by the Disclosing Party without breach of any obligation of confidentiality; (iii) is received from a third party without breach of any obligation of confidentiality; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

7.2 Use and Disclosure of Confidential Information. The Receiving Party agrees to use the Disclosing Party's Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. The Receiving Party will not disclose Confidential Information to any third party without the Disclosing Party's prior written consent, except to its Affiliates, employees, contractors, or agents who need access to the Confidential Information to perform the Receiving Party's obligations under this Agreement and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. The Receiving Party agrees to take reasonable measures to protect the confidentiality of the Disclosing Party's Confidential Information, which must be at least as protective as the measures it uses to protect its own Confidential Information.

7.3 Compelled Disclosure. If the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party must promptly notify the Disclosing Party in writing, unless prohibited by law, so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party may disclose only that portion of the Confidential Information that is legally required to be disclosed and will use reasonable efforts to obtain assurances that the Confidential Information will be treated confidentially.

7.4 Return or Destruction of Confidential Information. Upon the termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party must promptly return or destroy all copies of the Disclosing Party's Confidential Information in its possession or control, except for

one archival copy that may be retained solely for legal compliance purposes. Any Confidential Information that is not returned or destroyed will remain subject to the confidentiality obligations of this Agreement.

7.5 Survival. The confidentiality obligations set forth in this Article 6 will survive for three (3) years following the termination or expiration of this Agreement. However, any Confidential Information that constitutes a trade secret under applicable law will remain subject to these confidentiality obligations for as long as such information remains a trade secret.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Neither Party will be held liable to the other for any loss or damage resulting from a Force Majeure Event. Except for the Customer's obligation to pay Fees, and unless explicitly stated otherwise elsewhere in the Agreement, the total liability of each Party to the other for any and all claims arising under this Agreement, whether based on contract, tort, warranty, or other legal theories, will be limited to the lesser of: (i) the actual direct damages suffered by the injured Party; or (ii) an amount equal to the total MRC received by the Provider from the Customer for the Service(s) in question during the previous twelve (12) months.

8.2 Service Level Agreement. If the Provider fails, on one or more occasions, to deliver any of the Services to the Customer in accordance with the terms and conditions of the applicable SLA, the Customer's sole and exclusive remedy for such failure will be as specified in the SLA. Such a failure will not be considered a Default by the Provider under this Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS INCLUDES, BUT IS NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR THE COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 Disclaimer of Warranties; Assumption of Risk. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PROVIDER HAS NO CONTROL OVER, AND DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR, THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY THE CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS CAUSED BY THE CUSTOMER'S NETWORK, OR ANY FAILURES OF CUSTOMER EQUIPMENT. THE CUSTOMER USES THE SERVICES AT THEIR OWN RISK AND IS RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY, AND INTEGRITY OF INFORMATION TRANSMITTED OR RECEIVED USING THE SERVICES.

8.5 Disclaimer Regarding HIPAA Compliance. If the Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and requires its business associates to comply with HIPAA, the Provider hereby notifies the Customer that the Provider's operations are not HIPAA compliant. The Provider's operations are generally exempt from HIPAA under the conduit exception. However, if any Services provided under a Service Order do not qualify for the conduit exception, the Provider's operations with respect to those Services are not HIPAA compliant. The Provider will not sign a business associate agreement under HIPAA.

ARTICLE 9 – INDEMNIFICATION FOR THIRD-PARTY CLAIMS

9.1 Indemnification by Customer. The Customer agrees to indemnify, defend, and hold harmless the Provider and its members, managers, officers, agents, and employees (collectively referred to as the "Provider Indemnified Parties") from and against any and all claims, lawsuits, or damages asserted by any third party, to the extent such claims arise out of or are due to: (i) the Customer's negligence or willful misconduct in exercising its rights or fulfilling its obligations under the Agreement; (ii) the Customer's failure to comply with or Default under the Agreement; and/or (iii) the Customer's failure to adhere to applicable laws in connection with its performance under the Agreement.

9.2 Indemnification by Provider. The Provider agrees to indemnify, defend, and hold harmless the Customer and its members, managers, officers, agents, and employees (collectively referred to as the "Customer Indemnified Parties") from and against any and all claims, lawsuits, or damages asserted by any third party, to the extent such claims arise out of or are due to: (i) the Provider's negligence or willful misconduct in exercising its rights or fulfilling its obligations under the Agreement; (ii) the Provider's failure to comply with or Default under the Agreement; and/or (iii) the Provider's failure to adhere to applicable laws in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. If a third-party claim arises under this Article 9, the indemnified Party must promptly notify the indemnifying Party in writing and take any necessary actions to avoid default or other adverse consequences related to the claim. The indemnifying Party has the right to choose legal counsel and to control the defense and settlement of the claim; however, the indemnified Party has the right to participate in the defense at its own expense and to employ its own counsel to assist with the claim. Additionally, the indemnifying Party must not take any defense or settlement actions that would adversely affect the indemnified Party without obtaining the indemnified Party's consent. The indemnified Party agrees to reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making relevant files and personnel available to the indemnifying Party, all at the indemnifying Party's cost and expense.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party will be held liable for any delay in or failure to perform its obligations under this Agreement (except for the Customer's payment obligations under Article 4) due to causes beyond that Party's reasonable control. Such causes may include, but are not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather conditions, explosions, vandalism, terrorist acts, insurrection, riots, or other civil disturbances, national or regional emergencies, unavailability of rights-of-way, delays by governmental authorities, inability to obtain equipment, materials, or other supplies due to strikes, lockouts, or work stoppages, or any law, order, regulation, directive, action, or request by any civil or military governmental authority (each referred to as a "Force Majeure Event"). If a Force Majeure Event results in a delay or extension of time needed to perform any of its duties or obligations, the affected Party will be entitled to an equitable extension of time to complete the performance. If the delay caused by the Force Majeure Event lasts more than thirty (30) days, either Party may terminate the Agreement or the relevant Service Order(s) immediately by providing written notice to the other Party, without incurring any liability for such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 General Provisions. Except for actions seeking a temporary restraining order or injunction, or suits to enforce compliance with this dispute resolution process, the Parties agree to follow the dispute resolution procedures outlined in this Article 11 for any controversy or claim ("Dispute") arising from or related to the Agreement. All discussions held and documents exchanged under Sections 11.2 and 11.3 below are confidential and cannot be used as evidence in any legal proceeding involving the Parties; however, evidence that is otherwise admissible or discoverable shall not become inadmissible or non-discoverable solely because it was used in the negotiation or mediation process.

11.2 Negotiations. If a Dispute arises, either Party may issue written notice of the Dispute to the other Party (a "Dispute Notice"). The Parties shall make good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date the Dispute Notice is delivered. For disputes related to Fees under Article 4, the negotiation procedures described in Section 4.2 will take precedence over this Section 11.2. If the Parties do not resolve the Dispute within the thirty (30) day period, either Party may submit the matter to non-binding mediation through a professional mediation service. Any Dispute not resolved through negotiation and not submitted to mediation will be resolved by binding arbitration as outlined in Section 11.4 below.

11.3 Mediation. If a Dispute is submitted to mediation, the Parties will work together to select a qualified mediator from a panel of neutral mediators with experience in the telecommunications and broadband internet industry. The Parties will equally share the costs of mediation. If the Dispute is not resolved within sixty (60) days of being submitted to mediation, it will be resolved by binding arbitration as provided in Section 11.4 below.

11.4 Binding Arbitration. Any arbitration hearing will be conducted before a single neutral arbitrator and will take place in any office of competent Judicial Arbitration & Mediation Services, Inc. (JAMS), or a similar professional dispute resolution organization. The arbitration will be administered in accordance with the commercial arbitration rules and procedures of the American Arbitration Association (AAA). The Parties will equally share the fees of the arbitrator. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, will govern the arbitrability of all disputes, not state law.

11.5 Governing Law. This Agreement, and any matters arising from it, shall be governed by the laws applicable in any court of competent jurisdiction. Any legal action related to this Agreement must be filed in a court with appropriate jurisdiction. Each Party waives all defenses related to lack of personal jurisdiction and forum non conveniens. Furthermore, each Party irrevocably waives, to the fullest extent permitted by law, the right to a trial by jury for any disputes, claims, or issues arising under the Agreement.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as specified in this Article 12, neither Party may assign, delegate, or otherwise transfer the Agreement or its obligations under the Agreement, whether in whole or in part, without the prior written consent of the other Party. However, either Party may, without the need to obtain the other Party's consent, assign its interest in the Agreement to: (i) any entity that acquires such Party, whether through a merger or the purchase of substantially all of that Party's assets; (ii) a lender as collateral securing debt; or (iii) an Affiliate of that Party. In the case of a transfer to an Affiliate, the transferring Party will remain liable for fulfilling the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless specified otherwise within the Agreement, any notice required to be given to either Party under the Agreement must be in writing and sent to the addresses listed below. Notices will be considered received: (i) upon delivery when sent by a reliable, commercial overnight courier; (ii) three (3) business days after being mailed via certified mail, with postage prepaid and return receipt requested; or (iii) when actually received, if sent by email during the business hours of 8:00 a.m. to 4:30 p.m. (recipient's local time). Notices received after 4:30 p.m. (recipient's local time) will be deemed effective on the next business day.

Customer:

Provider:

Salish Networks

2601 88th ST NE

Tulalip, WA. 98271

ATTN: Salish Networks Executive Director

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of this Agreement, as well as the fulfillment of its obligations under it, have been properly authorized; (ii) this Agreement constitutes a valid and legally binding agreement, enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, the Party is in material compliance with all relevant laws, regulations, and court or governmental orders related to the operation of its business; and (iv) it will comply with all applicable laws and regulations while exercising its rights and fulfilling its obligations under this Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. This Agreement represents the complete and final agreement between the Parties concerning the subject matter addressed herein, replacing any and all prior oral or written agreements between the Parties related to this subject matter. Any modification or supplement to this Agreement must be executed in writing by an authorized representative of each Party. The terms and provisions of this Agreement are considered to have been fully negotiated by the Parties, and the language of the Agreement will be interpreted fairly and impartially, without bias towards either Party. If any provision of this Agreement, or its application to any person or situation, is found to be invalid or unenforceable, the remainder of the Agreement, and the application of such provision to other persons or circumstances, will remain in full force and effect.

15.2 No Waiver. The failure of either Party to enforce any right under this Agreement will not be considered a waiver of that right. Furthermore, a waiver by either Party of any specific breach or default will not constitute a waiver of any other breach or default or any similar future breach or default. The Provider's acceptance of any payment under this Agreement does not constitute an acknowledgment or settlement that the amount paid is correct, nor does it release any claim by the Provider for additional amounts owed by the Customer.

15.3 Attorneys' Fees. If any legal proceeding is initiated by a Party to enforce or interpret any term or provision of this Agreement, the Party that substantially prevails in such proceeding will be entitled to recover reasonable attorneys' fees and expert fees, in addition to all other relief provided by the Agreement.

15.4 Relationship; No Third Party Beneficiaries. This Agreement is a commercial contract between the Provider and the Customer, establishing an independent contractor relationship between the Parties. Nothing in this Agreement creates a partnership, principal-agent, employer-employee, or joint venture relationship between the Parties or any of their Affiliates, agents, or employees for any purpose. This Agreement is intended solely for the benefit of the Provider and the Customer and does not confer any rights on any other person; there are no third-party beneficiaries of this Agreement.

15.5 Computation of Time. Unless expressly stated otherwise, the term "day" in this Agreement refers to a "calendar day," and all time periods specified will include Saturdays, Sundays, and holidays. If the last day of any time period set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, the period will be extended to the next day that is not a Saturday, Sunday, or legal holiday. The term "business day" as used in this Agreement refers to a day that is not a Saturday, Sunday, or legal holiday.

15.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties under this MSA may be executed in multiple counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument. Any executed documents transmitted in portable document format (PDF) via email will be considered as valid as an original document. The Parties consent to the use of electronic signatures.

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