

EXHIBIT B

AGREEMENT WITH MONTEREY COUNTY INTERNET CONNECTIONS---PARKFIELD AND BIG SUR LIBRARIES

GEOLINKS TERMS AND CONDITIONS

California Internet, L.P. DBA GeoLinks (“GEOLINKS”) provides Internet services (referred to herein as the “Services”) as set forth in the Service Quote. These Terms and Conditions along with the Service Level Agreement (for Internet Services), Acceptable Use Policy (AUP), and the original Service Quote (collectively referred to as the “Agreement”) constitute the entire understanding between Customer and GEOLINKS with respect to Services provided, superseding all previous communications or agreements regarding such subject matter. GeoLinks reserves the right, in its sole discretion, to change, modify, add or remove portions of this Agreement at any time.

SERVICE REGISTRATION PROCEDURES. Upon signing up for the Service and at subsequent times as requested by GEOLINKS, Customer agrees to provide true, accurate, current, and complete personal name and/or business name, administrator name, billing address, shipping address, the addresses where the Services will primarily be used, 911 registered address for each applicable device, email address, contact phone number, payment information, and other data which may be necessary to administer Customer GEOLINKS account (“Account”) (collectively, “Registration Data”). Customer represents and warrants that the information Customer provides is accurate, current, and complete, and agrees to promptly update any of the information if it changes. If Customer provides Registration Data that is, or that GEOLINKS suspects to be, false, inaccurate, not current, incomplete, fraudulent, or otherwise unlawful, GEOLINKS has the right, in its sole discretion, to suspend or terminate the Service and refuse any and all current or future use of all Services by Customer, Customer business(es), affiliates and all users of Customer Account. At all times, Customer shall maintain and promptly update Registration Data.

PRODUCT PRICING AND AVAILABILITY. With respect to its advertising, offering, or sale of Applications, Services, or any other products (collectively, “Products”), GEOLINKS attempts to describe its products as accurately as possible. Nevertheless, GEOLINKS does not warrant that any descriptions, pricing, availability, or other information relating to the advertising, offering, or sale of Products (collectively, “Product Information”) from its Website, marketing materials, promotional flyers, advertisements, or other printed or electronic materials (collectively, “Product Materials”) is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible that Product Information may be mispriced, described inaccurately, or that the Product may be unavailable. In the event GEOLINKS determines that a Product is mispriced, described inaccurately, or unavailable, GEOLINKS reserves the right to take any action it deems reasonable and necessary to rectify the error, including without limitation, canceling Customer Account or subscription to the Services. Customer agrees to notify GEOLINKS immediately if Customer becomes aware of any pricing or descriptive errors or

inconsistencies with any Products Customer orders through the Product Materials and comply with any corrective action taken by GEOLINKS.

Customer agrees to pay a one-time, non-refundable Installation Fee (Non- Recurring Fee) if such fee is designated in the Agreement. On a monthly basis, throughout the Term as defined on the Agreement, Customer agrees to pay GEOLINKS for the Services in the manner set forth in the Agreement (the “Monthly Recurring Charges”).

Customer acknowledges and agrees that the Services may not be available 100% of the time. Credit allowances for interruption of the Services may only be provided on a case-by-case basis at the sole discretion of GEOLINKS and shall be Customer’s sole remedy for any Service interruptions or other issues with the Services.

In the event that Customer changes its wiring and/or terminating equipment so as to require the redesign of the service, Customer shall pay all costs and expenses incurred by GEOLINKS for the change in service.

RATE CHANGES. Rates will not be increased during the Initial Term, with the exception of tax and international toll calling rates. Otherwise, GEOLINKS 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, GEOLINKS will post such changes to its Website currently located at www.GeoLinks.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 GeoLinks’ then-current Service Fees for the applicable Services.

EQUIPMENT. To use GeoLinks’ Services, GEOLINKS may provide certain equipment for Customer use. Nothing contained herein shall be interpreted to give or convey to Customer, or any other person, any right, title or interest whatsoever in Equipment. Any and all GEOLINKS equipment installed or provided to customers pursuant to execution of the Agreement or delivery of the Services stated therein shall remain the sole and exclusive property of GEOLINKS. Equipment shall remain personal property if GEOLINKS, notwithstanding that it may be, or become, attached to, or embedded in, realty not belonging to or occupied by GEOLINKS. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying GeoLinks’ ownership interest in Equipment.

Customer may need to purchase certain equipment for GeoLinks’ VoIP Services. This is explained in more detail in GeoLinks’ VoIP Services Policy.

Equipment, hardware and software not provided and owned by GEOLINKS are the sole and exclusive responsibility of Customer (Customer Equipment). In the event that GEOLINKS has provided the equipment, GEOLINKS only acts as a wholesaler and all failures and/or disputes will be governed by the manufacturer(s)’ warranty(s) & policies, and are not the obligation or responsibility of GEOLINKS unless otherwise stated in Agreement or attachments thereto.

GEOLINKS only provides the Services and permission to use certain equipment to Customer. GEOLINKS is not responsible for the security of Customer’s network and circuits against or for

any damages that may result from any unauthorized access to Customer's network from third parties. GEOLINKS urges Customers to seek independent advice with respect to products, equipment (including configurations), and services available to make Customer's computer network and circuits more secure from third parties.

LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. Customer shall not modify the Equipment in any way without the express written permission of GEOLINKS. Customer shall not use the Equipment except with the Services provided hereunder. Customer will be responsible to provide the equipment with appropriate and adequate protection against power surges and such other potential damage and harm exclusive of customary wear and tear associated with its assigned use. Any and all such damage to the equipment that results from Customer's failure to so provide such protection shall be Customer's sole responsibility. 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 GEOLINKS of any lost or stolen Equipment and shall cooperate with GEOLINKS in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At GeoLinks' 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 GEOLINKS is informed of the loss or theft and GEOLINKS is entitled to terminate the Services and Agreement following Customer's breach of this Section. Equipment not provided by GEOLINKS shall not be used by Customer unless specifically agreed to in writing by GEOLINKS. Equipment not provided by GEOLINKS shall not be supported.

EQUIPMENT RETURN POLICY. Any and all equipment provided by GEOLINKS to Customer that is used to maintain such Services must be returned to GEOLINKS undamaged, upon the expiration or Termination of the Agreement, to: California Internet, L.P., 251 Camarillo Ranch Rd, Camarillo, CA 93012. If Customer fails to return such equipment in similar condition as initially provided to Customer, taking into account reasonable wear and tear, Customer may be responsible for replacement cost of the Equipment.

Customer is responsible for all return shipping charges for any hardware returned to GEOLINKS for any reason, including situations in which hardware is covered under warranty.

TERM. Customer agrees to maintain Services for the period set forth in the Service Quote (the "Term"). Customer may renew for another (1) year period with a written amendment and ample notification of no more than thirty days before expiration of term.

For avoidance of doubt, the provisions of this Agreement relating to intellectual property ownership, customer representations, confidentiality, use policies and restrictions, equipment, number porting and availability, storage of user information, customer feedback, publicity rights, non-disparagement, additional software licenses, indemnification, force majeure, warranty disclaimers, limitations of liability, notices, assignment, future changes, interpretation, dispute resolution and arbitration, and choice of law shall survive termination or expiration of this Agreement for the maximum term allowable by law.

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 GeoLinks' acceptance, which shall be deemed given if GEOLINKS thereafter provides the Additional Services. Upon acceptance by GEOLINKS, such Service Order addendum shall be deemed an amendment to the Agreement, subject to all of the terms and conditions herein, 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.

SERVICE DOWNGRADES. A processing fee may apply when "downgrading" an existing plan to a plan with lower monthly fees (e.g., a plan with lower speeds or fewer minutes and/or features). Any reduction in the number of lines or seats under a Service Plan shall be treated as a termination of Service with respect to those lines or seats. If Customer receives any equipment discounts associated with a Service plan and subsequently changes that plan to one that does not offer those equipment discounts, Customer will be responsible for reimbursement of such discounts.

TERMINATION. Customer may terminate Services by providing thirty (30) days written notice prior to the end of the Term or any renewal term period, as the case may be ("Termination Notice"). Any and all notices must be in writing or via email, sent to GEOLINKS by one of the listed contacts on the current Customer Information form on file, ATTN: Customer Care Department, 251 Camarillo Ranch Rd, Camarillo, CA 93012.

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"), GEOLINKS will charge Customer, and Customer will pay, an early termination charge equal to 100% 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. Customer will also be responsible for any applicable unpaid fees or charges.

In the event a delinquent Customer seeks to terminate the Agreement early, or termination occurs prior to completing the first year of the contract, Customer must pay 100% of all remaining contract fees. Customer must give GEOLINKS 30-days advance notice, and must make a lump-sum payment to GEOLINKS and return all GEOLINKS equipment, as applicable, within 10 days of the early termination date.

DEFAULT. Upon default by Customer, GEOLINKS may change, suspend or discontinue any aspect of the Services to Customer until Customer remedies the default or GEOLINKS may terminate this Agreement and services being provided hereunder. Customer is in default of this Agreement if it:

- Fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving written notice of the default from GEOLINKS; or
- Files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law.

If GEOLINKS terminates this Agreement pursuant to this section, GEOLINKS shall have the right to seek full payment for any amounts due GEOLINKS for services rendered prior to the date of termination plus the remaining payments due during the initial term of the Agreement.

IMMEDIATE TERMINATION. GEOLINKS 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 use of Services for any unlawful purpose, or any misuse of the Services that adversely affects the Services, GEOLINKS, its network or other Customers' use of the Services. GEOLINKS may require, and if required, Customer shall pay, an activation fee as a condition to changing or resuming a suspended or terminated account. Please refer to GEOLINKS' AUP for more information.

In the event of termination by GEOLINKS during the Initial Term or any Renewal Term, an early termination charge will apply and disconnection fees and other charges may also apply.

PAYMENT. Customer agrees pay the Service Fee for Services ordered by Customer, and all other amounts due under the Agreement. No refund, transfer or proration shall be made of any unused Plan Credits, Additional Credits, Promotional Credits, or international calling credits or of any remaining periods/months on any Service plan. Any applicable initiation charges, usage, monthly recurring charges, support charges, taxes and other fees are billed in full in advance on the first day of each billing period.

BILLING DISPUTES. Customer must dispute any charges for the Services in writing to GEOLINKS within thirty (30) days of the date of the charge by GEOLINKS. If Customer fails to provide a written statement explaining in reasonable detail Customer reasons for disputing the charge within such time period, Customer hereby irrevocably waives any objection and further recourse with regard to such charges. Written statements disputing charges must be sent to ATTN: Customer Care Department, 251 Camarillo Ranch Rd, Camarillo, CA 93012, or to customerservice@geolinks.com.

Customer waives the right to dispute any charges due to a service interruption or service problem unless it has notified GEOLINKS of the service issue via email to customerservice@geolinks.com within 10 days of discovering the problem, and has allowed GEOLINKS 14 days to fix the problem.

TAXES AND FEES. Please note that taxes, surcharges, and fees are subject to change at any time. Customer may be responsible for paying all charges for Customer Account, including but not limited to toll-free, local, long distance, international, additional feature charges, 411 and operator assisted charges, and directory assistance charges, and for all taxes, surcharges, and fees imposed, if applicable, on Customer or GEOLINKS as a result of Customer use of the

Service, unless otherwise specified in the Agreement. Customers with a past due balance on previous or multiple accounts will be charged the full balance upon opening a new account or updating their credit card information on file. GEOLINKS also reserves the right to charge termination and transfer fees consistent with each plan's terms and conditions and as provided in this Agreement.

ACCOUNT OWNERSHIP. The Account owner shall be the legal entity (e.g., corporation, partnership, individual) or individual that signs up for the Services with GEOLINKS. If no legal entity or individual is provided upon sign-up, the Account owner shall be the owner of the credit card used to open the Account. Subsequent changes to ownership must be supported by appropriate legal documentation. GEOLINKS shall not adjudicate ownership-related disputes, or any other internal business dispute. If GEOLINKS is unable to determine the valid owner of the Account, GEOLINKS reserves the right to suspend or terminate the Account and Services.

FRAUDULENT ACTIVITY OR ERRONEOUS CHARGES. In the event of suspected fraudulent activity or erroneous charges on Customer Account, Customer agrees to contact GEOLINKS as soon as possible by contacting customerservice@geolinks.com. Customer is solely liable for any transactions or activities by Customer or anyone else that occur on Customer Account, and in no event shall GEOLINKS be liable for any unauthorized use of Customer Account.

DISCOUNTS. From time to time in its sole discretion, GEOLINKS may offer promotions or discounts. Any promotion or discount codes must be provided to GEOLINKS upon purchase of the Services. Customer shall not be entitled to a subsequent credit for such promotions or discounts if Customer does not request such credit 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. If a promotion and/or discount is offered on a confidential basis, Customer agrees not to disclose the promotion and/or discount and to assume full responsibility for any harm, direct or indirect, caused to GEOLINKS by the disclosure of the promotion and/or discount.

TECHNICAL SUPPORT. GEOLINKS 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, GEOLINKS has no obligation to provide additional technical support.

MARKETING MATERIALS AND PROMOTIONAL SERVICES. From time and time, GEOLINKS may send Customer marketing materials and offer additional promotional services to Customer at no cost or at an additional fee ("Promotional Services"). Customer hereby agrees that GEOLINKS may send Customer (including registered administrators and end users of Customer Account) such marketing and promotional materials via electronic transmission, e-mail, mail, or otherwise, provided, that Customer may unsubscribe to such materials at any time by notifying Customer Support. Customer understands and agrees that GEOLINKS may modify the scope of the Promotional Services it offers at any time without additional notice to Customer. Customer further understands and agrees that GEOLINKS may offer Promotional Services only to new customers and that Customer may not be eligible for some or all of the Promotional Service offerings. If Customer is offered promotional or special pricing by GEOLINKS on any

of the Services, Customer agrees to keep the pricing information strictly confidential and shall not disclose such information to any third party without the express written consent of GEOLINKS.

NO GRANT OF INTELLECTUAL PROPERTY RIGHTS. “California Internet”, “GeoLinks”, “Clear Fiber™”, the GEOLINKS logo, and other GEOLINKS trademarks, service marks, logos, and product and service names are trademarks of GEOLINKS (the “GEOLINKS Marks”). Customer acknowledges and agrees that any and all GEOLINKS Marks, patents, copyrights, other trademarks, service marks, trade secrets, and all other intellectual property rights (collectively, “IP Rights”) in the Applications and Services are and shall remain the sole and exclusive property of GEOLINKS and its licensors. Nothing in this Agreement intends to or shall grant, transfer, or assign any IP Rights to, or vest any IP Rights in, Customer. Customer is only entitled to the limited use of the rights expressly granted to Customer in this Agreement.

Customer will not take any action to jeopardize, limit, or interfere with the IP Rights. Customer acknowledges and agrees that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. Exception: GEOLINKS hereby grants Customer the right to display the GEOLINKS logo on Customer’s materials including, but not limited to, Customer’s Website and literature to publicize that GEOLINKS is a provider of Services to Customer

If Customer purchases Business Services, Customer hereby grants GEOLINKS the right to disclose that it is a customer of GEOLINKS and the right to display Customer’s logo on GEOLINKS materials including, but not limited to, GeoLinks’ Website and literature. In the event GEOLINKS decides to use one or all of Customer’s logos, GEOLINKS shall adhere to Customer’s specifications for use of such logo that Customer has provided to GEOLINKS. GEOLINKS shall not acquire any other rights to Customer’s intellectual property including, but not limited to, trade names, trademarks, product name, logo, case studies and customer testimonials. Customer may deny GEOLINKS the use of such intellectual property by providing thirty (30) days written notice of such a denial in writing or via email, sent to GEOLINKS by one of the listed contacts on the current Customer Information form on file, ATTN: Customer Care Department, 251 Camarillo Ranch Rd, Camarillo, CA 93012, or to customersupport@geolinks.com.

NO GRANT OF RIGHTS TO THIRD PARTIES AND NO RESALE. Customer agrees not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Applications or Services or any part thereof without GeoLinks’ prior written consent. If Customer is interested in reselling products or services offered by GEOLINKS, Customer is encouraged to join GeoLinks’ affiliate network by contacting GEOLINKS at customerservice@geolinks.com.

GEOLINKS products and services are intended for use within a single business location. Customer sharing service to multiple locations is strictly prohibited. If GEOLINKS has reason to believe that unauthorized Customer sharing is occurring, GEOLINKS reserves the right to immediately terminate service. Backup circuits are intended for use when the primary circuit is experiencing a partial or complete failure to the point where the primary circuit is unusable.

GEOLINKS reserves the right to review usage and determine if the backup circuit should be billed at the full rate. GeoLinks' backup circuits are designed to transfer a 30 Gigabits of traffic per quarter.

Customer agrees not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Applications, Services, Equipment, or any parts thereof. Customer agrees not to intercept, capture, emulate, decrypt, or redirect the communications protocols used by GEOLINKS for any purpose, including without limitation causing the Applications to connect to any computer server or other device not authorized by GEOLINKS or in a manner not authorized by GEOLINKS.

NOTICES. Notices to Customer shall be effective on the date sent to Customer registered electronic mail address when sent by email or, at GeoLinks' option, three (3) days following the date deposited in regular United States Mail, postage prepaid, and addressed to Customer current address on Customer Account. Customer is responsible for notifying GEOLINKS of any changes in Customer contacts information or address through Customer Account settings page or by contacting customer service at customerservice@geolinks.com.

Written notice to GEOLINKS shall be effective when directed to GeoLinks' Legal Department and received at GeoLinks' then-current address as posted on GeoLinks' Website, www.GeoLinks.com. Customer notice must specify Customer name, Account information, and security verification question and answer. All notices from Customer to GEOLINKS must be made in writing.

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 <http://www.GeoLinks.com/terms-and-conditions/> or other Websites owned and managed by GEOLINKS ("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 GEOLINKS has notified Customer of such change. If Customer does not send GEOLINKS notification of their desire to terminate the Agreement within 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

COMPLIANCE WITH LAWS. Customer agrees that Customer shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which Customer uses the Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights and restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing. GEOLINKS may provide Customer with guidelines regarding compliance with applicable regulation(s); however, Customer is solely responsible for ensuring that Customer use of the Services is in compliance with such regulations. Customer may only use the Services for Customer's own use. Customer may not use the Services in any way to provide, or as part of, any commercial service or application or in any way interfere with the users, services or equipment of the network. Customer may not attempt to,

in conjunction with any device, software program or service, circumvent technological measures employed to control access to the Service. In addition to any other remedies available in equity or law to GEOLINKS, failure to comply with any of the terms and conditions in this Section (Service Use Restrictions) shall result in immediate termination of the Services.

LIMITATION OF LIABILITY. In no event shall GEOLINKS be liable to Customer or any third party for special, exemplary, indirect, incidental, consequential, or punitive damages of any kind whether arising under contract, warranty, tort (including negligence or strict liability), or any other theory of liability, even if GEOLINKS has been informed in advance of such damages or such damages could have been reasonably foreseen by GEOLINKS. GeoLinks' total liability for any and all damages, regardless of the form of the action, shall be limited and capped in their entirety to the monthly fees GEOLINKS charged Customer during the one (1) month immediately prior to the date that the events giving rise to the action or claim first occurred. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply in any and all circumstances. Some jurisdictions do not allow certain limitations of liability, so certain of the foregoing limitations may not apply to Customer.

FORCE MAJEURE (Events Beyond Our Control). GEOLINKS shall not be liable for loss, damage, or any failure or delay in the performance of its obligations hereunder that are directly or indirectly caused by or resulting from events beyond GeoLinks' 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, network maintenance; circuits provided by telephone companies or other common carriers; tampering of GeoLinks' equipment either by Customer, Customer's agents or by unauthorized third parties (including but not limited to property owners and their agents); any external internet supplier, service provider or an internet exchange point; Customer's network being compromised by unauthorized access, behavior of Customer equipment, facilities or applications; radio frequency interference or blockage, cut cable and other catastrophes, or unavailability of power or Internet services or other events that are beyond GeoLinks' reasonable control.

NO ASSIGNMENT. This Agreement is personal to Customer (or the company which Customer represent), and may not be assigned without GeoLinks' express written consent. If Customer is agreeing on behalf of a company, Customer represents that Customer is authorized to bind the company under this Agreement.

CHOICE OF LAW. This Agreement and Customer use of the Applications and Services shall be governed by and construed under the laws of the State of California and the United States without regard to its conflict of law rules.

NO WAIVER OF RIGHTS. The failure of either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future.

ACCEPTABLE USE POLICY/SERVICE LEVEL AGREEMENT. The parties agree that this agreement is governed by GeoLinks' Acceptable Use Policy (Attachment No. 1) and

GeoLinks' Service Level Agreement (Attachment No. 2).