

COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
California Internet LP DBA GeoLinks
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide Services to provide WAN or Internet Connections at Big Sur and Parkfield Libraries at a speed of 100 mbps.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 50,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from August 1, 2019 to July 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

~~3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
GeoLinks (California Internet, L.P.) will provide fiber optic and microwave Point to point internet services to Big Sur and Parkfield Library. GeoLinks will provide equipment for installation including CPE, backboard and building entry, which will cover all standard installations to locations. All equipment will be new (not refurbished).

Exhibit B GeoLinks TERMS & CONDITIONS - CONTRACTOR Service Quote and all associated Policies and Terms and Conditions as set forth or incorporated therein.

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, ~~the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

- 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Jacqueline C. Bleisch, Library Admin Manager	California Internet LP DBA GeoLinks
Name and Title	Name and Title
188 Seaside Circle	251 Camarillo Ranch Road
Marina, CA 93933	Camarillo, CA 93012
Address	Address
(831)883-7576	(888)225-1571 ext. 8152
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

California Internet LP DBA GeoLinks
Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

By: _____
(Signature of Chair, President, or
Vice-President)*

Date: _____

Approved as to Form¹

Name and Title

By: _____
County Counsel

Date: _____

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Name and Title

Date: _____

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT-A

**To Agreement by and between
County of Monterey, through its Monterey County Free Library Department hereinafter
referred to as "COUNTY"**

AND

**California Internet, L.P., doing business as GeoLinks, hereinafter referred to as
"CONTRACTOR"**

Scope of Services / Payment Provisions

I. SCOPE OF SERVICES

This Scope of Services sets forth the expected tasks, service levels, and responsibilities of CONTRACTOR in providing qualified personnel to provide a 100Megabit internet connection link to each of the following COUNTY leased sites: 47047 Highway One, Big Sur, CA 93920 and 70585 Parkfield-Coalinga Rd, Parkfield, CA 93451. The CONTRACTOR confirms that it is an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and municipal requirements and the CONTRACTOR further acknowledges that the COUNTY is relying on this expertise. County and CONTRACTOR agree that where the terms of the Agreement and/or this Scope of Work conflict with Exhibit B, GeoLinks' Terms and Conditions, GeoLinks' Terms and Conditions controls.

a. Qualifications of Contractor; Safety Compliance.

- 1. Tower Climbing Certification.** CONTRACTOR shall implement all procedures and take all measures necessary to ensure that only those CONTRACTOR's employees or agents who have been properly trained as qualified climbers in accordance with commonly recognized industry practices and applicable federal and state laws and regulations shall climb tower structures. COUNTY shall have no responsibility to monitor elevated work by CONTRACTOR's employees or agents or to verify training of the same. "Elevated work" means any work over six feet about ground level, including, but not limited to, any means of elevating personnel above the ground, any tower climbing, tower antenna or equipment installation, or maintenance activities on towers. The performance of elevated work by any of CONTRACTOR's employees or agents who have not been properly trained as qualified climbers shall constitute a material breach of this Agreement. Upon such material breach, COUNTY shall have the right to immediately terminate this Agreement.

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NTE: \$50,000.00

2. Radio Frequency Exposure Safety. CONTRACTOR and its employees or agents represent and warrant that they are fully aware of and knowledgeable about the inherent dangers of working on or near towers, rooftops, or other wireless communication sites that are "live", i.e. that are actively receiving and/or transmitting radio signals that may create radio frequency radiation ("RFR") (hereinafter "live sites"). CONTRACTOR shall implement all procedures and take all measures necessary to ensure that only those CONTRACTOR's employees or agents who have satisfactorily completed RFR safety training in accordance with FCC OET 65, the most current applicable updates in regulations and guidelines set forth by the Occupational Safety and Health Administration ("OSHA") of the United States Department of Labor, and commonly recognized industry practices, may enter a Live Site or perform work on a Live Site. The performance of work on a Live Site by any of CONTRACTOR's employees or agents who have not satisfactorily completed RFR safety training shall constitute a material breach of this Agreement. Upon such material breach, COUNTY shall have the right to immediately terminate this Agreement.
3. Regulatory Compliance. In performing the work referred to in Item I, Section A above, CONTRACTOR and its personnel shall adhere to any and all federal and state rules and regulations set forth by OSHA, specifically the Code of Federal Regulations Title 29, Part 1926 entitled "Safety and Health Regulations for Construction", and California OSHA Title 8, Chapter 4, Subchapter 21 entitled, "Telecommunication Safety Orders".
4. CONTRACTOR shall assign a project manager for the duration of the entire project and County shall assign staff to serve as the primary contact for the duration of the project. Contact information for CONTRACTOR's Project Manager is: Phillip Deneef, 888-225-1471, extension 8131; Phillip@geolink.com. Contact Information for County's Primary Contact Staff Member is Kris Amaral, 831-758-7574, amaralkm@co.monterey.ca.us or her designee.
5. CONTRACTOR shall provide an installation schedule to County for review and approval, before beginning any work; County shall review and approve the installation schedule in writing.
6. Contractor will provide County with an all-inclusive cost list, specifying the costs associated with equipment purchases, labor, permit fees, and any associated expense. County will review and provide approval of the cost list in writing before Contractor begins work.
7. CONTRACTOR shall install all new components and equipment in providing the two 100Megabit internet connection links
8. CONTRACTOR shall provide a list of all components installed, detailing: Serial number, MAC address and part number

9. CONTRACTOR shall mark work areas with safety cones and caution tape
10. CONTRACTOR will complete installation of system during standard business hours. Any after-hours work must be coordinated with County a minimum of forty-eight (48) hours in advance.
11. CONTRACTOR shall adhere to COUNTY site access procedures
12. Prior to commencing any work, CONTRACTOR shall meet with COUNTY and present high-level design for all related work associated with both sites.
13. CONTRACTOR shall obtain all necessary permits and is solely responsible for all associated permit fees and costs
14. CONTRACTOR shall warranty any building penetration made during installation against leakage, structural damage, or other damage of any nature. CONTRACTOR is responsible for making, and for the cost of, any damage to buildings ensuing from its installation.
15. Prior to commencing work, CONTRACTOR will provide a high-level design (HLD), Low-Level Design (LLD) and Method of Procedure (MOP) for COUNTY to review. CONTRACTOR shall provide County with a high-level design of installation components for each site to include: equipment, building penetration, conduits, boxes, structural supports, electrical work, and grounding. County shall approve the Low-Level and High-level designs, and the Method of Procedure proposed by CONTRACTOR, in writing, in advance of CONTRACTOR's commencement of work.
16. CONTRACTOR shall keep a clean working environment and remove trash/debris daily
17. In advance of commencement of the project, CONTRACTOR shall perform a structural analysis to include existing tower members, tower foundation, existing appurtenances, and all proposed equipment that it will install on any County-owned communication tower. The structural analysis shall be wet signed and stamped by a professional engineer licensed by the State of California. The structural analysis shall be compliant with Revision H of the ANSI/TIA-222 Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures. CONTRACTOR may be required to work cooperatively with other County vendors to utilize existing structural analyses of County towers. CONTRACTOR shall coordinate with County regarding the structural analysis it performs. County shall approve CONTRACTOR's structural analysis, in writing, before the project commences.
18. CONTRACTOR shall provide County with an antenna schedule to include antenna make, model, mount elevation centerline, azimuth, mount type, cable type/quantity/diameter.
19. CONTRACTOR shall provide County with all pertinent FCC data/license information, Call signs, and frequencies.

20. CONTRACTOR shall conduct FCC Prior Coordination Notifications (PCN) to ensure proposed microwave path does not interfere with existing Public Safety Licensed Microwave paths
21. CONTRACTOR guarantees a bandwidth minimum of 100Mbps
22. CONTRACTOR shall test, label and certify all low voltage cabling in accordance with applicable cabling certification codes, to be provided by County.
23. CONTRACTOR shall provide test results for all cabling, demonstrating that all cables installed passed a wiring test for proper termination.
24. CONTRACTOR shall test all components of the two 100Megabit internet connection links to ensure proper integration to County's data network
25. CONTRACTOR shall work with COUNTY to integrate connectivity of the internet connection links to County's COUNTY Wide Area Network (WAN)
26. CONTRACTOR will complete implementation, configuration, installation; provisioning and all aspects of commissioning of system to satisfaction of COUNTY
27. CONTRACTOR will provide County with documentation on the two 100Megabit internet connection links to include: systems drawings, and configuration overview
28. CONTRACTOR shall provide a warranty on installation and all internet connection link components for one (1) year, with the warranty beginning to run from the date of County acceptance of the project in writing.
29. CONTRACTOR shall service the internet connection links six (6) months after completion of installation, as measured from the date of County acceptance of the project in writing, to ensure all components, connections and equipment are operating correctly
30. CONTRACTOR shall service the internet connection links eleven (11) months after the 6-month service to ensure all components, connections and equipment is operating correctly
31. Contractors connection will be Layer 2 from each A Location to the Z Location and Layer 3 at Z location. Z Location is the 1590 Moffett Street location, County Data Center
32. Contractors network maximum transmitting unit between both sites will be 1958
33. The following County staff member(s) are authorized to report outages to CONTRACTOR in the event of network issues, failures, or modifications needed:
Kris Amaral, 831-758-7574, amaralkm@co.monterey.ca.us or designee.
34. CONTRACTOR's escalation path for resolution of issues is as follows:

NetOps	Technical Support (Ticketing)	-	support@geolinks.com	888-225-1571 ext. 2
NetOps	(Direct)	-	netops@geolinks.com	877-448-2073
NetOps	Andrew C'Brian*	NetOps Manager	acbrian@geolinks.com	888-225-1571 ext. 8156
NetOps	Kevin Malone*	Director of Network Operations	kevin@geolinks.com	888-225-1571 ext. 8107

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 NTE: \$50,000.00

If issues cannot be resolved via this path, the issue(s) shall be next escalated to CONTRACTOR' President, Ryan Adams. And thereafter, if needed, the issue(s) shall be escalated to the CEO, Skyler Ditchfield. Contract shall provide County with email addresses and phone numbers after this Agreement is executed.

35. Contractor has a Network Operational Center (NOC) that is staffed 24/7 to can be reached in the event of outages or issues that need to be reported. NOC could be reached at 888-225-1571 Opt 2
36. Contractor shall provide 100Mbps link for each library location referenced in this agreement
37. Contractor will install one edge router device at each location within the demarcation of each library location referenced in this agreement.

II. PAYMENT PROVISIONS

Upon execution of this Agreement, Contractor shall commence all required construction and installation for the internet connections. Completion of all construction and installation and the activation of an internet connection specified in this Scope of Work shall trigger commencement of the Service Term for each location (i.e. 60 months from the date of service activation) . When service has been activated for a location, Contractor will begin invoicing the County for that location on a monthly basis, pursuant to the Service Agreement. Once service for both internet connections is activated, Contractor shall provide County with written notice of project completion and activation, such notice to be delivered to the County primary contact staff member set forth in Paragraph 4 of this Scope of Work. County shall have 10 (ten) days to verify and concur in Contractor's representations and to thereby accept the project in writing, delivered to Contractor's manager set forth in Paragraph 4.

Within 10 days (ten) of the date of County's written acceptance, as specified above, Contractor shall submit a monthly invoice to County, through the primary contact staff member specified.

Contractor shall complete monthly invoicing to County in compliance with the requirements of the E-Rate program, as administered by the Universal Service Administrative Company (USAC) requirements. Specifically, Contractor's invoices shall bill each library location separately. Contractor's monthly invoices shall state the following: the monthly cost for service, the applicable E-Rate discount (90%), and the applicable California Teleconnect Fund discount (50% of the remaining amount after the E-Rate discount has been applied).

The monthly invoiced amount is inclusive of all costs for service including service, taxes, fees, construction costs, installation and set up costs, equipment, and other contingent costs such as permits. Contractor's invoices shall be presented in substantially the same format as set forth in the sample invoices, by location, attached to this Scope of Work. Sample invoices are attached

to this Scope of Work as Attachments 1 and 2. Contractor shall ensure that its bills corresponds to Contractor's pricing and service quotes, which it submitted in response to the Request for Proposals issued by County for this project and which are attached to this Scope of Work as attachments 3 and 4. Contractor shall ensure that Contractor's billings shall do not exceed \$50,000.00.

The County will pay Contractor's invoices as specified in Paragraph 6.04 of the Agreement.

CONTRACTOR, and all subcontractors performing work under this contract shall pay wages to their workers employed on such work as not less than the general prevailing rate of per diem wages for such work, as required by Labor Code Section 1771. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Failure to pay such prevailing wages shall subject CONTRACTOR to the penalties set forth in Labor Code Sec. 1775.

- a. There shall be no travel reimbursement allowed during this Agreement.
- b. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- c. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- d. COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- e. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

ATTACHMENT 1 – GEOLINKS SCOPE OF WORK



SAMPLE INVOICE

California Internet, LP DBA GeoLinks
 251 Camarillo Ranch Rd
 Camarillo, CA 93012
 (888) 225-1571

Bill To: Monterey County Free Libraries 47047 Highway One Big Sur, CA 93920

Date	Invoice
06/01/2019	1234567

Terms	Due Date
Net 30 Days	07/01/2019

Product	Quantity	Price	Amount
Agreement - 47047 Highway One - Business - ClearFiber - 100/100 Mbps			
ClearFiber 100/100 Mbps Bus: ClearFiber(tm) - Dedicated Bandwidth 100/100 MBPS, Static IP, 24/7/365 SLA	1.00	\$4,700.00	\$4,700.00
E-Rate Discount: Eligible E-Rate recipient. 90%	1.00	(\$4,230.00)	(\$4,230.00)
CTF Discount: California Teleconnect Fund Discount for Non-Profits 50%	1.00	(\$235.00)	(\$235.00)
Total Product:			\$235.00

The service period covered in this invoice is from the invoice due date through the last day of the month. Please Make checks payable to: California Internet, LP. DBA Geolinks If you would like to set up an automatic recurring payment with a credit card or electronic check, please contact our billing department.	Invoice Subtotal:	\$235.00
	Sales Tax:	\$0.00
	Invoice Total:	\$235.00
	Payments:	(\$0.00)
	Credits:	\$0.00
	Balance Due:	\$235.00

Thank you for your business!



SAMPLE INVOICE

California Internet, LP DBA GeoLinks
 251 Camarillo Ranch Rd
 Camarillo, CA 93012
 (888) 225-1571

Bill To: Monterey County Free Libraries 70585 Parkfield-Coalina Road Parkfield, CA 93451
--

Date	Invoice
06/01/2019	1234567

Terms	Due Date
Net 30 Days	07/01/2019

Product	Quantity	Price	Amount
Agreement - 70585 Parkfield-Coalina Rd - Business - ClearFiber - 100/100 Mbps			
ClearFiber 100/100 Mbps Bus: ClearFiber(tm) - Dedicated Bandwidth 100/100 MBPS, Static IP, 24/7/365 SLA	1.00	\$11,100.00	\$11,100.00
E-Rate Discount: Eligible E-Rate recipient. 90%	1.00	(\$9,990.00)	(\$9,990.00)
CTF Discount: California Teleconnect Fund Discount for Non-Profits 50%	1.00	(\$555.00)	(\$555.00)
Total Product:			\$555.00
The service period covered in this invoice is from the invoice due date through the last day of the month. Please Make checks payable to: California Internet, LP. DBA Geolinks If you would like to set up an automatic recurring payment with a credit card or electronic check, please contact our billing department.	Invoice Subtotal:		\$555.00
	Sales Tax:		\$0.00
	Invoice Total:		\$555.00
	Payments:		(\$0.00)
	Credits:		\$0.00
	Balance Due:		\$555.00

Thank you for your business!

ATTACHMENT 3 – GEOLINKS SCOPE OF WORK

SFJN - 143048259
 RFP 190021143
 Monterey County Free Libraries

Geolinks Pricing Worksheet

Location	Requested Service	Requested Bandwidth	100 Mbps		250 Mbps		500 Mbps		1 Gbps	
			recurring cost for five year term	Number of days to install	recurring cost for five year term	Number of days to install	recurring cost for five year term	Number of days to install	recurring cost for five year term	Number of days to install
47047 Highway One, Big Sur, CA 93920	Internet Access and Transport Bundled (Non-Fiber)	50 Mbps - 1 Gbps	\$4,200	90-240	\$5,000	90-240	\$6,000	90-240	\$8,200	90-240
70585 Parkfield - Coalinga Rd, Parkfield, CA 93451	Internet Access and Transport Bundled (Non-Fiber)	50 Mbps - 1 Gbps	\$10,600	90-240	\$11,500	90-240	\$13,000	90-240	\$14,050	90-240
County of Monterey Information Technology Dept. to 47047 Highway One, Big Sur, CA 93920	Transport Only	50 Mbps - 1 Gbps	\$4,700	90-240	\$5,500	90-240	\$6,500	90-240	\$8,700	90-240
County of Monterey Information Technology Dept. to 70585 Parkfield - Coalinga Rd, Parkfield, CA 93451	Transport Only	50 Mbps - 1 Gbps	\$11,100	90-240	\$12,000	90-240	\$13,500	90-240	\$14,550	90-240

Prices are inclusive of all construction costs, fees, and taxes, if applicable.

we are the best price we can get for 9 Mbps service

Monterey County Free Libraries - 100/100 Mbps Revised

Prepared by:

California Internet LP DBA GeoLinks
 Phillip Deneef
 805-225-4638 ext 8131
 Phillip@geolinks.com

Prepared for:

Monterey County Free Libraries
 70585 Parkfield-Coalina Road
 Parkfield, CA 93451
 Chris Ricker
 (831) 883-7567
 rickercm@co.monterey.ca.us

Details:

Quote #: 007645
 Version: 1
 Delivery Date: 04/08/2019
 Expiration Date: 04/30/2019

Products

Description	Recurring	Qty	Ext. Recurring
ClearFiber 100/100 Mbps Bus L2 ClearFiber - Retail Layer 2 Business 100/100 Mbps - A Loc - 70585 Parkfield-Coalina Road Parkfield, CA - Z Loc - 1590 Moffett Street Salinas California 93905 ClearFiber(tm) - Dedicated Bandwidth 100/100 MBPS, Static IP 24/7/365 SLA	\$11 100.00	1	\$11 100.00
New Install - One Time Charge New Install - One Time Charge - Waived - Estimated Installation Time Frame 90-240 days New Install - One Time Installation Charge	\$0.00	1	\$0.00
Monthly Subtotal:			\$11,100.00

Monthly Expenses Summary

Description	Amount
Products	\$11 100.00
Monthly Total:	\$11,100.00

Payment Options

Description	Payments	Interval	Amount
Term			
60 Month Contract	60	Monthly	\$11,100.00

All applicable government-compliant taxes & fees will be added to the contract rate(s) shown above. By signing this Quote (hereinafter referred to as the "Agreement"), the undersigned ("Customer") agrees and authorizes GeoLinks to provide the services listed herein. Customer also hereby agrees to the Terms and Conditions, Service Level Agreement, Voice over Internet Protocol Service Policy, Acceptable Use Policy and Privacy Policy ("Provisions") available at www.GeoLinks.com, which are incorporated by reference. Upon acceptance of signed Agreement, GeoLinks will deliver services. Upon completion of service delivery, GeoLinks will transmit an invoice to Customer for Services. This Agreement, Provisions and the invoice will constitute the entire agreement between the parties.



Monterey County Free Libraries - 100/100 Mbps Revised

Prepared by:

California Internet LP DBA GeoLinks
Phillip Deneef
805-225-4638 ext 8131
Phillip@geolinks.com

Prepared for:

Monterey County Free Libraries
47047 Highway One
Big Sur, CA 93920
Chris Ricker
(831) 883-7567
rickercm@co.monterey.ca.us

Details:

Quote #: 007642
Version: 1
Delivery Date: 04/08/2019
Expiration Date: 04/30/2019

Products

Description	Recurring	Qty	Ext. Recurring
ClearFiber 100/100 Mbps Bus L2 ClearFiber - Retail Layer 2 Business -100/100 Mbps - A Loc - 1590 Moffett Street Salinas California 93905 - Z Loc - 47047 Highway One Big Sur, CA ClearFiber(tm) - Dedicated Bandwidth 100/100 MBPS, Static IP 24/7/365 SLA	\$4,700.00	1	\$4,700.00
New Install - One Time Charge New Install - One Time Charge - Waived - Estimated Installation Time Frame 90-240 days New Install - One Time Installation Charge	\$0.00	1	\$0.00
Monthly Subtotal:			\$4,700.00

Monthly Expenses Summary

Description	Amount
Products	\$4,700.00
Monthly Total:	\$4,700.00

Payment Options

Description	Payments	Interval	Amount
Term			
60 Month Contract	60	Monthly	\$4,700.00

All applicable government-compliant taxes & fees will be added to the contract rate(s) shown above. By signing this Quote (hereinafter referred to as the "Agreement"), the undersigned ("Customer") agrees and authorizes GeoLinks to provide the services listed herein. Customer also hereby agrees to the Terms and Conditions, Service Level Agreement, Voice over Internet Protocol Service Policy, Acceptable Use Policy, and Privacy Policy ("Provisions") available at www.GeoLinks.com, which are incorporated by reference. Upon acceptance of signed Agreement, GeoLinks will deliver services. Upon completion of service delivery, GeoLinks will transmit an invoice to Customer for Services. This Agreement, Provisions and the invoice will constitute the entire agreement between the parties.

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).

ACCEPTABLE USE POLICY (AUP)

California Internet, L.P. DBA GeoLinks ("GEOLINKS") has published this AUP to state its intention to provide high-quality, reliable service to our customers, while protecting the privacy and security of our customers, systems and networks, encouraging responsible use of network resources while complying with applicable laws. This AUP, along with the Terms and Conditions, Service Level Agreement (for Internet Services), Voice over Internet Protocol Services Policy (for VoIP Services), Acceptable Use Policy (AUP), Privacy Policy, 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.

This Policy describes the use types of network use (either via IP Network or VoIP Network) (collectively referred to as the "GEOLINKS Network") that are contrary to our objectives and therefore prohibited. To achieve our objectives, GEOLINKS may in its sole discretion determine whether a use of the GEOLINKS Network is a violation of this Policy. While it is not GEOLINKS' intent to monitor, control, or censor communications use of the GEOLINKS Network, when GEOLINKS becomes aware of a violation of this Policy, GEOLINKS may take such action as it deems appropriate to address the violation, as referenced below. This Policy applies to all customers and end users of GEOLINKS' Services, and to all other users of the GEOLINKS Network.

This policy supplements, but does not supersede, the Agreements that customers have with GEOLINKS. If such an Agreement restricts a use of the IP Network that is not addressed in this Policy, the contract will govern with respect to such use. Note: GEOLINKS reserves the right to make changes to this Acceptable Use Policy at its sole discretion. The Customer is solely responsible for complying with the terms of any such modified Acceptable Use Policy.

GEOLINKS evaluates customer usage in comparison to similarly situated services. GEOLINKS takes an average usage based on the service type and determines normal usage for each given service. If a customer's aggregate usage is outside of normal use based on investigation GEOLINKS may take appropriate steps to remedy the issue. GEOLINKS will use commercially reasonable efforts to inform Customer and provide Customer with the opportunity to correct the improper usage. If Customer fails to correct usage activity to conform to normal use, GEOLINKS may exercise its right to transfer Customer's service to a more appropriate plan, charge applicable rates or suspend or terminate Customer's service with notice.

No User shall interfere with any other person's use of Services or the Internet by effecting or participating in any of the following activities via Services provided by GEOLINKS:

- Actions that restrict or inhibit anyone—whether a customer of GEOLINKS or otherwise—in his or her use or enjoyment of GEOLINKS' products and services or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services;
- Actions that improperly restrict, inhibit, disrupt, degrade or impede GEOLINKS' ability to deliver the Services and monitor the Services;
- Posting or transmitting any information or software that contains a virus worm, cancel-bot or other harmful component;
- Without permission from the owner of a system or network, doing any of the following:

- (1) accessing the system or network,
 - (2) monitoring data or traffic,
 - (3) probing, scanning, or testing firewalls,
 - (4) testing the vulnerability of a system or network, or
 - (5) breaching the security or authentication routines of a system or network.
- Introduction of malicious programs into the GEOLINKS network or servers or other products and services of GEOLINKS (e.g., viruses, trojan horses and worms).
 - Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information.
 - Executing any form of network monitoring that will intercept data not intended for the customer.
 - Circumventing user authentication or security of any host, network or account. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
 - Using any program/script/command or sending messages of any kind, designed to interfere with or to disable a user's terminal session.
 - Failing to comply with GEOLINKS' procedures relating to the activities of customers on GEOLINKS-owned or leased facilities.
 - Operating a server in connection with Services in an "open relay" configuration (a configuration whereby a mail server processes e-mail messages where neither the sender nor the recipient is a local user). Servers configured in this manner expose both GEOLINKS' network and the User's personal account to fraudulent and abusive use by third parties. The User hereby acknowledges and agrees that it will not operate servers with in an open relay configuration. If a User requires assistance in determining the configuration of the User's server and/or instructions to secure a server, the User may contact: customerservice@geolinks.com

The GEOLINKS Network may not be used in connection with criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets or other types of intellectual property; fraud; forgery, theft or misappropriation of funds, credit cards, or personal information and threats of physical harm or harassment. Examples of such uses are:

- Storing, posting, or transmitting unlawful materials, e-mail or information;
- Storing, posting or transmitting materials, e-mail, or information that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets, or other intellectual property rights of others;

- Storing, posting, or transmitting materials constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law, including without limitation the U.S. export control laws and regulations;
- Storing, posting, or transmitting materials that would give rise to liability under the Computer Fraud and Abuse Act;
- Storing, collecting, posting, or transmitting credit card, debit card, electronic funds transfer numbers, or other similar types of data for either a fraudulent or illegal purpose, or in a manner that would permit others to use such data for a fraudulent or illegal purpose; and collecting, without adequate security and a legitimate purpose (as determined by GEOLINKS), any of the following:
 - Information from Users under the age of eighteen (18) without consent from such Users' parents or legal guardians;
 - User's personal health information or personal financial information without informed consent from such User; or
 - Other personal information without advising the User.
- Posting, transmitting, re-transmitting, or storing material on or through any of GEOLINKS' products or services, if in the sole judgment of GEOLINKS such posting, transmission, re-transmission, or storage is in violation of any local, state, federal, or non-United States law or regulation (including rights protected by copyright, trade secret, patent, or other intellectual property or similar laws or regulations);
- Behavior that is illegal, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy.
- Sending unsolicited messages or advertisements, including email, voicemail, SMS, or faxes (commercial or otherwise) ("spamming"), or otherwise sending bulk and/or junk email, voice mail, SMS, or faxes.
- Harvesting or otherwise collecting information about others, including email addresses, without their consent.
- Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- Collecting without adequate security and a legitimate purpose (as determined by GEOLINKS) any of the following: (1) information from minors (under age 18) without consent from such user's parents or legal guardians, (2) user personal health information or personal financial information without informed consent from such user, or (3) other personal information without advising the user;
- Creating a false Caller ID identity ("ID spoofing") or forged email/SMS address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.
- Transmitting any material that may infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or other rights of third parties.

- Violating any U.S. or foreign law regarding the transmission of technical data or software exported through the Services.
- Utilizing the Services in excess of what, in GEOLINKS' sole discretion, would be expected of normal business use, including without limitation allowing more than one user to use a single VoIP line or using a single VoIP line in excess of what would be expected of a single user.
- Using the Services in any way that interferes with other customers' and third parties' use and enjoyment of the Services or use the Services in any manner which disrupts, prevents or restricts any other customer from using the Services.
- Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid this Use Policy.
- Using the Applications or Services to store PHI on a non-temporary basis.

If Customer is a HIPAA-Covered Entity using the Applications or Services to transmit, receive, or store PHI, Customer further understands and agrees that:

- Customer shall be solely liable for any transmissions sent and data stored through the Services under Customer's Account, including the content of any transmission sent and data stored through the Services under Customer's Account.
- Customer will abide by all applicable GEOLINKS policies, procedures, and agreements related to the Services.
- Customer shall not attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means.
- Customer's use of the Services is subject to all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws, and false advertising).

Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services, in addition to the following:

- Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by customer.
- Deceptive marketing practices.
- Exporting, re-exporting or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses and exemptions.

The GEOLINKS Network may not be used in connection with attempts - whether or not successful - to violate the security of a network, service or other system. Examples of prohibited activities include hacking, cracking into, monitoring or using systems without authorization; scanning ports; conducting denial of service attacks and distributing viruses or other harmful software.

Customers are responsible for maintaining the basic security of their systems to prevent their use by others in a manner that violates this Policy. Examples include improperly securing a mail server so that it may be used by others to distribute spam, or improperly securing an FTP server so that it may be used by others to illegally distribute licensed software. Customers are responsible for taking immediate corrective actions on vulnerable or exploited systems to prevent continued abuse.

The GEOLINKS Network may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel and defamation. Examples of such uses are:

- Storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- Storing, posting or transmitting defamatory, libelous, slanderous or scandalous materials, e-mail or information;

The GEOLINKS IP Network may not be used for the distribution of offensive materials, including obscene, pornographic, indecent and hateful materials. GEOLINKS reserves the right to refuse to post or to remove any information or materials from the Services, in whole or in part, that it, in GEOLINKS' sole discretion, deems to be illegal, offensive, indecent, or otherwise objectionable.

Spam is an unacceptable use of the GEOLINKS IP Network. Spam includes any of the following activities:

- Posting a single message or messages similar in content to more than five on-line forums or newsgroups.
- Posting messages to on-line forums or newsgroups that violate the rules of the forums or newsgroups. Collecting the responses from unsolicited e-mail.
- Sending any unsolicited e-mail that could be expected, in GEOLINKS' discretion, to provoke complaints.
- Sending e-mail with charity requests, petitions for signatures or any chain mail related materials.
- Sending unsolicited e-mail without identifying in the e-mail a clear and easy means to be excluded from receiving additional e-mail from the originator of the e-mail.
- Sending e-mail that does not accurately identify the sender, the sender's return address, and the e-mail address of origin.
- Blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously).
- Bulk call-in lines (e.g., customer support or sales call centers, "hotlines", 900 numbers, sports-line numbers, etc.).
- Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls).

A violation of this Policy by someone having only indirect access to the GEOLINKS Network through a customer or other user will be considered a violation by the customer or other user,

whether or not with the knowledge or consent of the customer or other user. As an example, Down Stream Providers are responsible for the actions of customers to whom they provide services operating on the GEOLINKS IP Network. GEOLINKS will address and attempt to resolve complaints about the actions of customers of Down Stream Providers with the Down Stream Provider.

In addition, this policy applies to any e-mail or content transmitted by Customer or on Customer's behalf which uses a GEOLINKS account as a mailbox for responses or promotes content hosted or transmitted using GEOLINKS facilities, or which indicates in any way that GEOLINKS was involved in the transmission of such e-mail or content. Services may not be used for abusive purposes, as determined by GEOLINKS. Abusive purposes include, without limitation, effecting or participating in any of the following activities via Services provided by GEOLINKS:

- Posting five (5) or more messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;
- Posting to any Usenet or other newsgroups, listservs, forums, e-mailing lists or other similar groups or lists articles which are off-topic according to the charter or other owner-published FAQs, rules, policies or descriptions of the group or list;
- Sending unsolicited e-mailings (including, without limitation, commercial advertising and informational announcements) to more than five (5) e-mail addresses within a forty-eight (48) hour period, if such unsolicited e-mailings could reasonably be expected to or do in fact provoke complaints;
- Falsifying User information provided to GEOLINKS or to other Users of Services;
- Engaging in any of the foregoing activities by using the services of another provider but channeling such activities through an account provided by GEOLINKS, re-mailer or otherwise through Services or using an account provided by GEOLINKS as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the provider of Services or its supplier.
- Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer, or with whom the customer does not have an existing business relationship (e.g., e-mail "spam").
- Harassment, whether through language, frequency or size of messages.
- Unauthorized use or forging of mail header information.
- Solicitations of mail or any other e-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
- Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
- Use of unsolicited e-mail originating from within the GEOLINKS network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by GEOLINKS or connected via the GEOLINKS network.

- Conducting or forwarding surveys, contests, pyramid schemes, charity requests, or chain letters;
- Relaying e-mail in an anonymous fashion or forging any TCP-IP packet header; or
- Mail-bombing, flooding, overloading, attacking or otherwise interfering with a system or network.

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect. Upon notification of the existence of an abusable resource (e.g., open news server, unsecured mail relay, or smurf amplifier), the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.

GEOLINKS may immediately suspend and/or terminate the customer's service for violation of any provision of this policy upon verbal or written notice, which notice may be provided by voice mail or e-mail. Prior to suspension or termination, GEOLINKS attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence. GEOLINKS reserves the right to suspend or terminate based on a first offense. Refunds or credits are not issued in connection with actions taken for violations of this Policy. GEOLINKS may, in addition to any remedy that it may have at law or in equity, terminate permission for the User to use Services and charge User any applicable cancellation or termination fee. Violators may also be subject to civil or criminal liability under applicable law and GEOLINKS may involve and cooperate with law enforcement if criminal activity is suspected. In addition, GEOLINKS may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to GEOLINKS stating that they have been harmed by a User's failure to abide by this Policy or the policies listed above. GEOLINKS' failure to enforce this policy in every instance in which it might have application does not amount to a waiver of GEOLINKS' rights.

Any complaints regarding violations of this Policy by a GEOLINKS customer should be directed to abuse@geolinks.com. Where possible, include details that would assist GEOLINKS in investigating and resolving the complaint (i.e., expanded headers and a copy of the offending transmission). GEOLINKS makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon GEOLINKS technology and makes no guarantee that any other entity or group of users will be included or excluded from GEOLINKS' network. In addition, GEOLINKS may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") sets forth specific terms related to California Internet, L.P. DBA GeoLinks ("GEOLINKS") Internet services (referred to herein as the "Services"), as set forth in the Service Quote. This Policy along with the Terms and Conditions, Voice over Internet Protocol Services Policy (for VoIP Services), Acceptable Use Policy (AUP), Privacy Policy, 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 is committed to providing reliable, responsive and personalized service. To ensure our business priorities are aligned with our Customers' need for reliable service, GEOLINKS provides the following Service Level Agreement (SLA) to our valued customers.

SERVICE TARGETS

- Response Priority: Critical: 4hrs or less
- Network Quality of Service
- Network Availability: Target of at least 99.999% uptime
- Round Trip Latency Under 40ms
- Jitter under 10ms
- Packet loss target < 0.1%

SERVICE LEVEL COVERAGE BOUNDARY. This SLA covers the infrastructure and/or facilities that are under GEOLINKS' direct control with respect to GEOLINKS' Internet services (the "GEOLINKS Network"). All circuits provided by telephone companies or other common carriers, as well as equipment owned by the Customer and not managed by GEOLINKS, are excluded from the GEOLINKS network. Any internal wiring within the Customer premises is excluded from the GEOLINKS Network. To facilitate service level monitoring and verification, GEOLINKS maintains a Test Server at the outer boundary of each regional network. All performance measurements and references to Test Server shall refer to GEOLINKS' server equipment located at the boundary of each regional network.

PERFORMANCE VERIFICATION. Performance verification, including verification of providing contracted throughput levels, may be tested upon request. To ensure accurate testing, GEOLINKS will measure all performance verifications from the Customer Network Interface to the GEOLINKS Test Server. With prior notification, the Customer LAN may be disconnected during the test to ensure that Customer traffic does not affect the results. All efforts will be made to perform the test at a time that is convenient for the Customer.

SERVICE PROCEDURES. If Customer has a service issue, it must notify GEOLINKS at the following email address: support@geolinks.com. GEOLINKS will then open up a "trouble ticket" and seek to remedy the situation as soon as possible.

CHRONIC OUTAGES. A Chronic Outage is considered to have occurred if the GEOLINKS Services are unavailable for more than 48 consecutive hours, or if more than five (5) confirmed outages, each consisting of at least one hour of unavailability occur within a 30-day period. Upon GEOLINKS' verification of the Chronic Outage condition, and within 30 days of GEOLINKS' notice of such verification to Customer, Customer may cancel service without early termination fees or other penalty by providing GEOLINKS written/email notice of its desire to cancel. GEOLINKS will then cancel the service immediately, or on the timetable Customer requests, and will credit Customer with any unused monthly fees for which the Customer has previously paid.

MOVING SERVICES DURING CONTRACT TERM. Customers may move their Clear Fiber™ service to a new location during their contract term as long as they are within GEOLINKS' Clear Fiber™ footprint (line of sight and distance to GEOLINKS access point), for a \$1,000 (one thousand dollar) fee for a standard installation. Additional fees may apply if the move requires a non-standard installation.

LIMITED LIABILITY FOR SERVICES INTERRUPTIONS. Under no circumstances, due to emergency or any other factor, will GEOLINKS be responsible for any loss of life, property or other damages relating to an outage of an alarm, phone service or error in 911 service processing. GEOLINKS' only duties are to maintain the best uptime possible and repair in the fastest service period possible when an outage or issue is reported to GEOLINKS by the Customer. GEOLINKS is not responsible for any damages financial or otherwise resulting from loss of alarm, phone or internet service which includes loss of customers, clientele, revenue, sales or other sources of income. GEOLINKS' liability is limited to the single monthly cost of the service connection. GEOLINKS is not liable for any financial refunds for the entire contract length if the Customer opts to end the contract early due to GEOLINKS' non-performance in conformity with this SLA. All other limitations on liability set forth in the Terms and Conditions are hereby incorporated by reference.

SLA NOT APPLICABLE TO DELINQUENT ACCOUNTS. This SLA applies only to Customers in good standing (paid current). Customers with delinquent accounts or past due balances do not qualify for service credits or priority response. Customers may not short pay invoices in expectation of receiving service credits.

DISCLAIMER. This SLA excludes performance deficiencies resulting from:

- 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

- Acts of God, acts of nature, acts of civil or military authority, governmental actions, fires, civil disturbances, terrorism, and interruptions of power or transportation problems.
- Any delay or performance failure caused by Customer's failure to perform any of its obligations under this Agreement.