



City Of Lynden
Jon Hutchings
323 Front Street
Lynden, WA 98264

This is **Schedule 20053518** by and between City Of Lynden ("Customer") and Ziplly Fiber Northwest, LLC; and Ziplly Fiber Pacific, LLC; on behalf of itself and its affiliates ("Ziplly Fiber"). Customer orders and Ziplly Fiber agrees to provide the Services and Equipment identified in the Schedule below. This Schedule incorporates the Ziplly Fiber Services Agreement referenced below, as well as any Ziplly Fiber policy, terms and conditions, or tariffs referenced in the text below.

Type/Purpose: Order for New Services

Term Length: 36 Months

Monthly Recurring Service Detail:

Product	Term	Qty	Price	Total	Loc A	Loc Z
EIA - Dedicated 100 Mbps (36 Mo)	36	1	\$ 650.00	\$ 650.00	524 RIVERVIEW ROAD; LYNDEN, WA 98264	

Terms and Conditions. Customer shall comply and shall cause all Service users to comply with terms and conditions as per the Ziplly Fiber Services Agreement ("ZFSA"), which Ziplly Fiber may modify at any time. The current T&C's are available for review at the following address, subject to change: <https://zipllyfiber.com/zfsa>. Customer is responsible for maintaining awareness of the current ZFSA and adhering to the ZFSA as it may be amended from time to time.

Prior to, during and after the installation of requested services, Customer may choose to request that Ziplly Fiber augment the original Service Order to provide additional services or remove services from the Service Order. Depending on the scope of the requested changes, verbal requests from the Customer will be acceptable in which case Ziplly Fiber shall notify Customer of its acceptance of the requested changes via email. In some instances Ziplly Fiber may require additional written authorization. All applicable charges resulting from changes requested by the Customer, whether written or verbal are the responsibility of the Customer and shall be deemed to be part of the Service Order and subject to its Terms and Conditions.

Service Level Agreement. The Service Level Agreement for Business Services is available for review at: <https://zipllyfiber.com/sla>

Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Ziplly Fiber's Acceptable Use Policy ("AUP"), which Ziplly Fiber may modify at any time. The current AUP is available for review at the following address, subject to change: https://zipllyfiber.com/policies/commercial_aup. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Ziplly Fiber Internet Service, notwithstanding any notice requirement provisions of the ZFSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted and/or allowed by Customer may result in suspension of Customer's accounts or Internet access by Ziplly Fiber. Customer will defend and indemnify Ziplly Fiber and its affiliates with respect to claims arising from Customer's or third parties' usage of Ziplly Fiber Internet access through Customer's hardware or software.

Privacy Policy. The Privacy policy for Business Services is available for review at: <https://zipllyfiber.com/corporate/privacy-policy>.

Cancellation and Early Termination Charges. Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Ziplly Fiber subject to the terms and conditions of service termination policies at: <https://zipllyfiber.com/zfsa>.

Dispute Resolution. All disputes arising in connection with this ZFSA shall first be resolved through good faith negotiation pursuant to the language at: <https://zipllyfiber.com/zfsa>.

This Schedule is not effective, and pricing, dates and terms are subject to change until signed by both parties and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the ZFSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

This Schedule must be signed by August 28, 2024 unless otherwise agreed to in writing.

Ziplay Fiber

City Of Lynden

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:
