

CITY OF LYNDEN Nic Miener 323 FRONT ST LYNDEN, Washington 98264-1918

This is **Schedule 20017393** by and between CITY OF LYNDEN ("Customer") and Northwest Fiber, LLC. on behalf of itself and its affiliates ("Ziply Fiber"). Customer orders and Ziply Fiber agrees to provide the Services and Equipment identified in the Schedule below. This Schedule incorporates the Ziply Fiber Services Agreement referenced below, as well as any Ziply Fiber policy, terms and conditions, or tariffs referenced in the text below.

Type/Purpose:	Date:	Term:
Order for New Services	April 04, 2022	12 Months

## Service Detail:

Product	Term	Qty	Туре	Price	Total	Loc A	Loc Z
EIA - Dedicated 500 Mbps (12 Mo)	12	1	MRC	\$ 795.90	\$ 795.90	300 4TH ST; LYNDEN, WA 98264-DUP	

Terms and Conditions. Customer shall comply and shall cause all Service users to comply with terms and conditions as per the Ziply Fiber Services Agreement ("ZFSA"), which Ziply Fiber may modify at any time. The current T&C is available for review at the following address, subject to change: https://ziplyfiber.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.

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

Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Ziply Fiber's Acceptable Use Policy ("AUP"), which Ziply Fiber may modify at any time. The current AUP is available for review at the following address, subject to change: <a href="https://ziplyfiber.com/policies/commercial\_aup">https://ziplyfiber.com/policies/commercial\_aup</a>. 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 Ziply 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 by Customer may result in suspension of Customer's or third parties' usage of Ziply Fiber. Customer will defend and indemnify Ziply Fiber and its affiliates with respect to claims arising from Customer's or third parties' usage of Ziply Fiber Internet access through Customer's hardware.

Privacy Policy. The Privacy policy for Business Services is available for review at: https://ziplyfiber.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 Ziply Fiber subject to the terms and conditions of service termination policies at: https://ziplyfiber.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://ziplyfiber.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 <u>not</u> 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.

Ziply Fiber	CITY OF LYNDEN		
Signature:	 Signature:		
Printed Name:	 Printed Name:		
Title:	 Title:		
Date:	 Date:		