

Internet Service Agreement

This Agreement is entered into by and between you the subscriber ("Subscriber") and Sycure Corporation, dba Columbia Basin Information Technology ("Provider") for the purpose of establishing the terms and conditions under which Provider will furnish Internet Access Service.

1. **SERVICE TO BE PROVIDED.** Provider, under the terms of this Agreement, will furnish to Subscriber the selected package of Internet Access Service as stated on the Service Order.
2. **TERM OF THE AGREEMENT.** This Agreement shall be in effect for the term stated on the Service Order. The term will commence with service inception. Provider owns all equipment installed by Provider or its partners. Any unreturned equipment at the end of term or upon cancellation will be billed to the Subscriber in an amount equal to the then-current list-price for equipment fees. The effective date of this Agreement shall be the date set forth in the Service Order. If any term of the Service Order, this Agreement, or any exhibit or attachment thereto conflicts with a term of this Agreement, the provisions of this Agreement shall prevail unless the term in the Service Order, exhibit or other attachment specifically states that it supersedes a specific term of this Agreement.
3. **CHANGES TO SERVICE.** Subscriber may choose to increase their Internet Access bandwidth without violating the terms of this Agreement. A change fee may be required to implement the change. Early termination charges apply according to the Service Order.
4. **PAYMENT SCHEDULE.** Subscriber will be billed a non-recurring charge for installation, as well a monthly recurring charge for Internet Access as stated on the Service Order. Charges are billed the 1st of every month in advance of that month's service (Invoice on March 1st is for services to be provided from March 1st - March 31st). Invoices are due within 30-days of date on invoice. Failure to pay monthly service charges by the 30th day of the month, shall give Provider the right, without liability, to disconnect Internet Access Service until payment in full is received. The Provider is not liable for any loss of business, loss of phone service, or any style of Internet services from a deactivated Internet account. Subscriber remains responsible for all monthly payments for the full-length of service as stated on the Service Order regardless of a temporary disconnect by Provider. Restoration of service may require payment of any unpaid balance and a reconnect charge of \$50 may be applied. Restoration of service will be handled on a case-by-case basis.
Late Payment Fees – A late payment fee of 1.% per month may be added on accounts not paid within thirty (30) days of billing (12% annum). Returned Check Charge – A \$50.00 processing fee will be charged on all returned checks, in addition to applicable late payment fees.
Provider reserves the right to change the monthly recurring charges for such services at any time, after the initial term hereof upon 15 days prior written notice to Subscriber. The monthly recurring charges do not include any governmental taxes or tax-related charges, fees, surcharges or other amounts assessed by any government, which may be incurred in connection with services to be provided hereunder, all of which shall be paid by Subscriber. Any installation charges or other non-refundable Non-Recurring Charge ("NRC") to be billed one time will appear on the first monthly invoice. Provider reserves the right to recover any additional installation charges accrued during installation.
5. **SUBSCRIBER INSTALLATION.** The installation date and time will be determined by Provider and communicated to Subscriber as early as possible. Subscriber agrees to make every effort to accommodate the Provider for installation at Subscriber's service location.
6. **SERVICE DELIVERY.** Internet Access connection speed is measured between Subscriber's location and the Provider upstream connection. Actual data transmission or throughput may be lower than the connection speed due to Internet congestion, remote server speeds, protocol overhead, and other factors which cannot be controlled by Provider.
7. **USE OF SERVICE.** Internal business purposes. Not for resale. Service may not be used for illegal activities. Subscriber agrees to be bound by Provider's acceptable use policy, if and as adopted and amended from time to time upon advance written notice to Subscriber.
8. **INTERNET PROTOCOL ADDRESSES.** One IPv4 or IPv6 address will be provided at no additional charge. Additional IP addresses will require a justification form and may incur additional charges.
9. **Voice Over IP (VOIP).** Provider does support, but does not guarantee, Voice Over IP Protocol. Any number of factors can compromise, disable or otherwise degrade a Voice Over IP telephone line.
10. **TV Over IP (IPTV).** Provider does support, but does not guarantee, TV Over IP Protocol. Any number of factors can compromise, disable or otherwise degrade a TV Over IP television line.
11. **TERM, TERMINATION AND SUSPENSION.**

- A. Initial Term.** The initial term of each Service Order begins on the Service Commencement Date for that Service Order and continues for the period stated in the Service Order. Upon expiration of the initial term of each Service Order, that Service Order's term will automatically renew for successive one year terms unless either party notifies the other in writing, 90 days in advance of expiration of the then-current term, that it will not renew the Service Order. The Agreement will remain in effect as long as any Service Order remains in effect.
- B. Termination for Breach.** Subscriber may terminate a Service Order for breach if: (i) Provider materially breaches its obligations under the Agreement and does not remedy that failure within 30 days of Subscriber's written notice describing the failure in detail or with 90 days written notice to Provider of early termination, subject to section 11.F, and payment of services during the 90 day transition period. Provider may immediately terminate a Service Order or all the Service Orders and the Agreement for breach if: (i) Provider discovers that the information Subscriber provided to Provider for the purpose of establishing the Services is materially inaccurate or incomplete; (ii) The individual signing the Agreement or a Service Order did not have the legal right or authority to enter into the Agreement or Service Order on behalf of the person represented to be the Subscriber; (iii) Subscriber's payment of any invoiced amount is overdue and Subscriber does not pay the overdue amount within 10 days of Provider's written notice; (iv) Subscriber breaches any obligation relating to Provider's or its supplier's intellectual property rights; or (v) Subscriber materially fails to comply with any other provision of the Agreement and does not remedy that failure within 30 days of Provider's notice to Subscriber describing the failure in reasonable detail. Provider may also terminate a Service Order, or all the Service Orders and the Agreement for breach if Subscriber violates the AUP more than once even if Subscriber cures each violation.
- C. Other Termination.** Provider may terminate this Agreement immediately upon written notice to Subscriber if Subscriber: (i) is not paying its debts as its debts generally become due, (ii) Subscriber's credit rating materially changes, (iii) becomes insolvent, (iv) files or has filed against it a petition (or other document) under any bankruptcy law or similar law that is not dismissed within 60 days of the filing of the petition (or document); (v) proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (vi) makes a general assignment or trust mortgage for the benefit of creditors; or (vi) has a receiver, trustee, custodian or similar agent appointed or takes possession of any of its property or business.
- D. Effect of Termination.** Provider will not be liable to Subscriber for any claims or damages of any kind arising out of termination of this Agreement in accordance with this Section 11. Upon termination or expiration of this Agreement, Subscriber will immediately cease: (i) use of the Services; and (ii) use of other materials provided by Provider. Subscriber will return all of Provider's confidential information. Upon termination of this Agreement, each party will remain obligated to pay the other any amounts owed to the party that accrued prior to termination of this Agreement. Those provisions of the Agreement which by their nature survive termination, and Sections 2, 4 and 11 through 24 will survive any termination or expiration of this Agreement. In the event of early termination by either Party, Subscriber shall not be entitled to reimbursement of fees already paid to Provider and shall not be entitled to receive services from Provider as specified in the Agreement.
- E. Suspension.** Subscriber agrees that Provider may immediately suspend Services without liability pursuant to Section 11.B or if: (i) Provider reasonably believes that the Services are being used in violation of law or the Agreement; (ii) Subscriber does not cooperate with Provider's reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on the Subscriber's server(s), Subscriber's server is accessed or manipulated by a third party without Subscriber's consent, or there is another event for which Provider reasonably believe that the suspension of Services is necessary to protect the Provider network or Provider's other Subscribers; (iv) if Subscriber's use of the Services interferes with the normal operations of the System or other Subscriber's use of the Services; or (v) if required by law. Provider will give Subscriber advance notice of a suspension under this Section of at least twelve hours unless Provider determines in Provider's reasonable commercial judgment that a suspension on no or shorter notice is necessary to protect Provider, its Subscribers, or others.
- F. Early Termination Fee.** If Subscriber terminates a Service Order or the Agreement for convenience or if the Agreement or a Service Order is terminated other than for Provider's uncured material breach, in addition to other amounts Subscriber may owe, Subscriber will pay (i) an early termination fee equal to three months recurring fees, plus (ii) an amount equal to 75% of the monthly recurring charges for the then current term and any pro rata portion thereof for any partial term current term) remaining in the unexpired portion of the then current term being terminated, plus (iii) a pro rata portion of any and all credits received by Subscriber.
- G. Transition.** If either party terminates this Agreement, for a period of 30 days, if Subscriber is not in breach of this Agreement, Provider will assist Subscriber in the orderly termination of Services. Subscriber will pay Provider the costs of rendering such assistance at Provider's then-current rates.
- 12. JURISDICTION/DISPUTES.** This Agreement shall be governed in accordance with the laws of the State of Washington, without reference to its principles of conflicts of laws. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Washington including the federal and state courts therein and the Parties all consent to the

jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it. If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

13. FORCE MAJEURE. Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. Subscriber's invocation of this clause shall not relieve Subscriber of its obligation to pay for any services actually received. In the event such failure continues for 60 days, the other party may terminate the affected portion of the Services.

14. EXPORT COMPLIANCE. The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. Government. Subscriber agrees not to export or re-export (including by way of electronic transmission) any technology transmitted through Provider without first obtaining any required export license or governmental approval. Subscriber agrees it will not directly or indirectly export or re-export such technology to Iran, Iraq, the Federal Republic of Yugoslavia (Serbia and Montenegro), the People's Republic of China, Sudan, Syria or any of those countries listed from time-to-time in supplements to Part 770 to Title 15 of the Code of Federal Regulations in Country Groups Q, S, W, Y or Z. The parties acknowledge that the foregoing lists are subject to regulatory change from time to time and agree to update the lists as appropriate.

15. IDEMNIFICATION

A. Indemnification by Provider. Provider will defend, indemnify and hold Subscriber harmless from and against any claim or demand asserted by any third party that any hardware or software provided to Subscriber hereunder infringes any U.S. copyright, patent, trade secret or other intellectual property right.

B. Indemnification by Subscriber. Subscriber agrees to defend, indemnify and hold Provider harmless from and against any claim or demand asserted by any third party due to or arising out of use by Subscriber of any services provided hereunder.

C. Conditions. The indemnification obligations set forth above are contingent upon compliance with the following conditions by the party seeking indemnification:

1. Providing prompt written notice of a claim;
2. Providing all information and evidence within its control which is necessary for the indemnifying party to conduct a defense; and
3. Providing the indemnifying party with sole control of the defense and all related settlement obligations.

16. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

A. Provider provides services hereunder strictly on an "AS IS" and "AS AVAILABLE" basis without any express guarantee or assurance of quality, reliability or functionality. Except as expressly set forth herein, Subscriber accepts all risk, including all risk with respect to suitability, use and performance of Internet Connection Service. PROVIDER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In any instance involving performance or nonperformance by Provider with respect to services provided hereunder, Subscriber's sole remedy shall be refund of a pro rata portion of the price paid for Internet Connection Service which was not provided, not to exceed one (1) month of Internet Connection Service. Refunds will be provided only for periods of lost service greater than 72 hours.

B. IN NO EVENT WILL PROVIDER BE LIABLE TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOST PROFITS IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. PROVIDER WILL NOT BE LIABLE FOR ANY LOSS OF USE, DATA, OR OTHER ECONOMIC ADVANTAGE, WHETHER OR NOT IT HAS BEEN ADVISED OF THAT POSSIBILITY, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF PROVIDER'S NEGLIGENCE. EXCEPT FOR INTENTIONAL ACTS BY PROVIDER PERSONNEL, PROVIDER WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO SUBSCRIBER'S TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF SUBSCRIBER'S OR SUBSCRIBERS' DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF PROVIDER'S NEGLIGENCE. PROVIDER SHALL NOT BE LIABLE FOR ANY LOST PROPERTY OR DATA OF SUBSCRIBER OR SUBSCRIBER'S USERS. PROVIDER WILL HAVE NO LIABILITY TO SUBSCRIBER ARISING FROM OR RELATED TO (A) SUBSCRIBER'S FAILURE TO PERFORM ANY ACT REASONABLY REQUESTED OR RECOMMENDED BY SUBSCRIBER, INCLUDING FAILURE TO OBTAIN ANY RECOMMENDED UPGRADES FOR SUBSCRIBER-SUPPLIED EQUIPMENT OR SOFTWARE; (B) ANY THIRD PARTY HARDWARE, SOFTWARE, INFORMATION OR MATERIALS USED BY SUBSCRIBER, OR (C) ANY MODIFICATIONS TO THE SERVICES, PERFORMED BY ANYONE OTHER THAN PROVIDER. IN NO EVENT WILL PROVIDER'S LIABILITY TO SUBSCRIBER EXCEED THE ACTUAL AMOUNTS RECEIVED BY PROVIDER FROM SUBSCRIBER FOR THE ONE (1) MONTH PERIOD PRIOR TO THE EVENT THAT GIVES RISE TO THAT LIABILITY, REGARDLESS OF THE FORM OF ACTION. TERMINATION OF THE AGREEMENT IS SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY FOR PROVIDER'S FAILURE TO MEET ITS OBLIGATIONS.

17. **AMENDMENTS.** This Agreement may only be amended by a formal written agreement signed by both parties.
18. **PUBLICITY.** Subscriber agrees that Provider may publicly disclose that Provider is providing services to Subscriber and may include Subscriber's name on its website. Neither party may publicly use the other party's logo or other trade or service mark without permission.
19. **NOTICES.** Notice under this Agreement will be deemed to be sufficiently given, effective on the date received, when delivered personally or by overnight express, or nationally recognized courier services, or when sent by certified or registered mail, postage prepaid, addressed to a party at its address set forth on the signature page below. In addition to the foregoing means, Provider may give any notice under this Agreement by sending that notice to Subscriber's Service Email Address registered with Provider. Any notice to Provider must be set to: Sycure Corporation, dba Columbia Basin Information Technology, Attn: CEO, P.O. Box 5570, West Richland, WA 99353.
20. **CONFIDENTIALITY.** Subscriber shall treat all information made available or disclosed to, or developed or obtained by, Subscriber as the result of or related to this Agreement ("Confidential Information") as confidential, and shall not disclose or use Confidential Information for the benefit of any person other than Provider; provided however, that Subscriber shall have no obligation with respect to that portion of Confidential Information which is disclosed by Provider to others without any restriction on use or disclosure, or which must be disclosed to others under law. If Subscriber receives a request for Confidential Information from a third party, Subscriber shall promptly notify Provider in writing of such request, and if Subscriber in good faith believes it is obligated to disclose the requested Confidential Information, Provider shall be given the opportunity to seek judicial or other protection of such Confidential Information, with the cooperation of Subscriber.
21. **ASSIGNMENT.** Subscriber may not assign this Agreement or any of its rights under this Agreement, (including by way of merger or acquisition) without Provider's prior written consent. Any attempted assignment in violation of this provision will be void. Provider may assign the Agreement in whole or in part as part of a corporate reorganization or a sale of some or all of Provider's business.
22. **SEVERABILITY, WAIVER, NO AGENCY, CAPTIONS.** If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect. The waiver by a party of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or any other, obligation. The parties' relationship is that of independent contractors and not business partners. Neither party is the agent for the other, nor does either party have the right to bind the other to any agreement with a third party. The captions in the Agreement are for convenience only and are not part of the Agreement.
23. **COUNTERPARTS.** The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures will be deemed to be original signatures.
24. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and supersedes all previous communications between the parties relating to this Agreement and to the subject matter herein.