



Board of Trustees Special Meeting
Thursday, March 2, 2023 6:00pm
Port Angeles Main Library

REMOTE ACCESS

If unable to join in person, members of the public may participate in the meeting via internet or phone using the instructions available prior to the meeting at www.nols.org/board-administration.

PUBLIC COMMENTS

Any person or group desiring to bring an item to the attention of the Library Board may do so by addressing the Board at meetings. Individuals having comments specifically related to agenda topics should raise their hand at the appropriate point on the agenda to indicate a wish to speak. Public comments on items not on the agenda, but within the jurisdiction of the North Olympic Library System Board of Trustees, are heard at the beginning of the meeting and at the end; individuals may choose to speak at either point. When time constraints require, the Chair may limit public remarks during meetings to less than three minutes. The Board will not discuss or take action on items raised during Public Comment, but may choose to add items to a future meeting agenda. Public comments may also be sent to: Library Board of Trustees, North Olympic Library System, 2210 South Peabody Street, Port Angeles, WA 98362 or LibraryBoard@nols.org.

LAND ACKNOWLEDGEMENT

The North Olympic Library System acknowledges that the lands on which we live and gather are the appropriated homelands of Indigenous Peoples. We want to express our deepest respect to those peoples past and present, including the [Hoh Tribe](#), [Jamestown S'Klallam Tribe](#), [Lower Elwha Klallam Tribe](#), [Makah Indian Tribe](#), [Quileute Tribe](#), [Quinault Indian Nation](#), [Port Gamble S'Klallam Tribe](#) and the [Skokomish Tribe](#), for their care of these lands throughout the generations. Let us learn more about the histories, cultures, and traditions of Indigenous Peoples. Let us strengthen relationships with sovereign tribal nations to provide an inclusive space fostering innovation and collaboration at the Library.

AMENDED AGENDA

1. Call to order, roll call and introductions
2. Approval of Agenda
3. Public Comments
4. New Business
 - N.1. Approval of contract between NOLS and Fatbeam LLC for network services
 - N.2. Approval of Resolution 23-03-03: Signature authority for safe deposit box
5. Adjournment

“Nurturing imagination, connection, and understanding,
to improve lives and strengthen community.”

NOLS Mission Statement
Adopted 11/22/16

Upcoming Board meetings

Date	Time		Location
Thursday, March 23, 2023	5:30pm	Regular meeting	Port Angeles
Thursday, April 27, 2023	5:30pm	Regular meeting	Port Angeles
Thursday, May 25, 2023	5:30pm	Regular meeting	Port Angeles
Thursday, June 22, 2023	5:30pm	Regular meeting	Forks
Thursday, August 24, 2023	5:30pm	Regular meeting	Clallam Bay
Thursday, September 28, 2023	5:30pm	Regular meeting	Port Angeles
Thursday, October 26, 2023	5:30pm	Regular meeting	Port Angeles
Thursday, November 16 , 2023	5:30pm	Regular meeting	Port Angeles

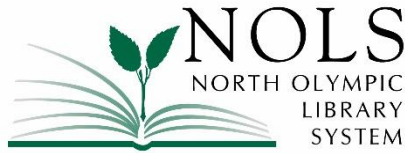
Note: no regular Board meetings scheduled in July or December.

North Olympic Library Foundation meetings generally occur on the same dates as NOLS Board meetings, usually at 2pm in the Administrative conference room of the Port Angeles Main Library.

Friends of the Library meetings

Clallam Bay Friends of the Library	Second Tuesday of March, June, September, and December at 1:30pm at Clallam Bay Branch Library
Friends of the Forks Library	Varies. Check with the Forks Branch for the next date.
Port Angeles Friends of the Library	Second Tuesday of month at 10am at Port Angeles Main Library
Friends of Sequim Library	Third Tuesday in July, 9:30am at the Sequim Branch Library. Annual Meeting is held in January, date/location usually announced in December.

Note: Foundation and Friends meeting schedules can vary; please check with Library to confirm before attending.



Staff Report

Meeting Date: March 2, 2023
To: Library Board of Trustees
From: Shane Miller, IT Manager
Subject: Approval of Contract between NOLS and Fatbeam LLC

Attachments: Fatbeam_North Olympic Library System Lit Fiber WAN Service Agreement
Fatbeam_North Olympic Library System Master Service Agreement (MSA)

Topic/Issue: Approval of Contract for Category I E-Rate Lit Fiber WAN Service provided to NOLS by Fatbeam, LLC

Background: NOLS currently has existing contracts for network services with Astound (formerly Wave) and Lumen (formerly CenturyLink). The Astound contract expires on June 30, 2023. This date coincides with the USAC E-Rate funding year. The contract with Lumen expires on December 18, 2023. NOLS has a pressing need for faster network service to both West End branches, especially the Forks Branch Library. On November 18, 2022, NOLS published a 2023 NOLS Cat I Internet and WAN Request for Proposals (RFP). NOLS extended the response deadline to January 13, 2023 after receiving only one response. After the extension, three responses were received. The respondents were Fatbeam; Lumen; and Astound.

Discussion: It is advantageous to synchronize the contract terms with the USA E-Rate billing year, which is July 1 to June 30 of every year. Furthermore, Fatbeam is able to offer much faster network speed to our West End branches. The Forks Branch Library is egregiously underserved; neither incumbent provider is able to offer significantly faster connectivity. These considerations notwithstanding, it is advantageous to aggregate service to each branch with a single vendor. This simplifies and streamlines operations, minimizing risk of disruptions. Therefore Fatbeam was selected as the winning bidder.

NOLS legal counsel has reviewed the contract as presented. NOLS' E-Rate consultant has also participated extensively in this process, including review of the contract as presented.

Policy Considerations: NOLS [Policy: 5.5 Purchasing Policy](#) states that approval of all contracts valued at \$25,000 or more must be approved by the Library Board of Trustees.

Fiscal Considerations: The Library Board approved the 2023 Operating Budget that includes \$99,880 for network costs. The budget assumes continuous service with the

incumbent providers. We did not anticipate changing providers, as we had no prior knowledge that significantly greater speeds would be available through a different provider. One current provider, Astound, is willing to go month-to-month if there should be any unexpected delay in the implementation of service by Fatbeam. The other current provider, Lumen, however, has a 50% penalty clause for early termination before the December 18, 2023, end date; and, E-Rate rules do not allow duplicate service. Approval of the Board is requested to implement the new service with Fatbeam on July 1 despite the probability of a cost overrun exceeding the currently-budgeted amount for 2023, due to the Lumen penalty.

Changes between service providers can be very disruptive. In addition, we don't know the offering from Fatbeam will be held indefinitely. Securing the service at the earliest possible date greatly increases the chances of a smooth transition with minimal downtime. Finally, the Forks Branch Library is so egregiously underserved that bringing faster service several months earlier may be sufficient justification on its own to merit the additional expense. The estimated final cost for network services for the year should not to exceed \$110,380, which is \$10,500 more than currently budgeted for 2023. It's anticipated that other cost savings during the course of the year will cover this extra cost in the 2023 Operating Budget, but additional funds would need to be transferred from the Operating Reserve if not.

Recommendation/Alternatives for Consideration: That the Library Board approves the Contract for Category I E-Rate Lit Fiber WAN Service provided to NOLS by Fatbeam, LLC, as presented.



February 21, 2023

Prepared for : North Olympic Library System

Billing Address: 2210 S. Peabody St. Port Angeles, WA 98362



2065 W. Riverstone Dr. Suite 105
Coeur d'Alene, ID 83814
T (509) 344-1008
F (509) 344-1009
www.fatbeam.com

Service Order

This Service Order #1 ("Service Order") is for the installation and utilization of high-speed, high capacity, lit fiber WAN connections, as more fully described below, pursuant to the terms and conditions of the Terms, and Master Service Agreement entered into by and between Fatbeam, LLC ("Fatbeam") and North Olympic Library System ("Customer") on February 21st 2023 ("Agreement"), and is effective as of February 21st 2023 ("Effective Date"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

Service: Fatbeam grants Customer a license to use 2 GIG's of bandwidth for the duration of the Service Term to connect the following demarcation points (below).

Billing address: Port Angeles Main Library – 2210 South Peabody Street Port Angeles, WA 98362

Demarcation Point(s): (Location(s) where Service will be delivered)

a) HUB -Port Angeles Main Library – 2210 South Peabody S. Port Angeles, WA 98362 – 2 GIG - \$2,295.00 MRC

z) Forks Branch Library – 171 Forks Avenue South Forks, WA 98331 – 2 GIG – \$3,295.00 MRC

z) Clallam Bay Branch Library – 16990 Highway 112 Clallam Bay, WA 98326 – 2 GIG – \$2,295.00 MRC

z) Sequim Branch Library – 630 North Sequim Avenue Sequim, WA 98382 – 2 GIG - \$2,895.00 MRC

Total NRC: \$0.00

Total MRC: \$10,780.00

Service Term: Service Term: 36 months from July 1, 2023 – June 30, 2026, with the option for three 12-month extensions at the same price, or at the lowest price available at that time, with a final expiration date of June 30, 2029. Provided that customer is not in breach of the agreement, customer will notify Fatbeam in writing of their intent to renew at least 30 days prior to the expiration of the Service Term and the renewal will be finalized by an amendment to the original contract.

Estimated due date: (Estimated date Fatbeam will install Service) – June 15th 2023

Customer Responsibility: It is Customer's responsibility to ensure all the work on its side of the Demarcation Points is completed prior to the desired due date. This includes, but is not limited to Customer securing its own rights and related costs to access, occupy, and conduct typical telecommunication operations, which may include the need to secure construction permits and underlying rights, access agreements, access fees, lateral fees, riser fees, cross-connects, coordination at any third party owned location, and, where applicable, necessary space for Fatbeam's fiber termination panel.

Service Changes as Amendments: Within the scope of this RFP, the Library may seek to increase speeds, change circuit types, add lines, or add service to an existing or new branch through change orders/contract amendments with the selected vendor to meet future system needs and to ensure cost effectiveness of the service. These changes may be the result of the need for greater capacity, greater cost effectiveness, expiration of existing contracts, new branch openings or other circumstances. If unforeseen market forces (i.e. resulting from the pandemic) affect the price of quotes from the winning bid, amendments can be made to update the pricing. If different services are phased in over time, the original contract termination date will remain the same. As specifically stated below ; Customer may elect to change this Service Order to add lines, demarcation points or add service to an existing or a new demarcation point through a change order (amendment), which may include an increase in MRC or NRC. Such change does not constitute a new contract, only an amendment to the existing terms. ("Change Order or Amendment to the contract") The service term for any Change Order shall be coterminous with this service order between parties.

Secure Networks Act: Fatbeam confirms that it is compliant with the Secure Networks Act.

Ratification: This Service Order is requested by Customer and accurately describes the Service(s) being order and the terms and conditions which govern the Service Order. Except as specifically set forth in this Service Order, the Agreement is hereby ratified and affirmed in all respects and all other terms, covenants, and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. In case of an inconsistency or conflict between this Service Order and the Agreement, this Service Order shall govern. All Exhibits are attached hereto and are incorporated herein by reference and made a part of this Service Order.

IN WITNESS WHEREOF, the Parties have executed this document as of the date and year first above written.

Fatbeam, LLC

By: _____

Name: _____

Title: _____

Date: _____

North Olympic Library System

By: _____

Name: _____

Title: _____

Date: _____

2023 North Olympic Library System Category 1 Bid Format

IMPORTANT: SEE RFP FOR DETAILED INSTRUCTIONS ON FILLING OUT THIS SPREADSHEET

VENDOR NAME & SPIN #: Fatbeam, 143034664
Are you current with annual USAC SPAC/Form 473 for 2023? Yes.
Years of E-rate experience: 12

Contract Term: 36 Months

All Fatbeam proposed solutions are dedicated Fiber optic connections
Fatbeam will work with NOLS to determine access for the new Sequim Library in the future

For branch locations, see <https://www.nols.org/locations-hours/>
Please fill in the costs for your company's equivalent speeds as noted below.

* All 2G / 5G options are convertible to 10G at no additional cost at any point during the contract term

Branch	Current Type of Circuits & Service	Current Qty & Speed of Circuits (minimum requirement)	Proposed Circuit Type	Vendor's Current Max Speed Avail	Cost for 30 Mb & Download/Upload Speed		Cost for 100 Mb & Download/Upload Speed		Cost for 1G & Download/Upload Speed		Cost for 2G & Download/Upload Speed		Cost for 5G/10G & Download/Upload Speed		NRC Set-up/ Installation	Taxes & Fees	GUARANTEED Date Service Available
Port Angeles	Fiber WAN	2 G	Fiber WAN	10 GIG	n/a	n/a	n/a	n/a	n/a	1095		2295		2295	\$0	Up to 5%	7/1/2023
Forks	Fiber WAN	30 Mb	Fiber WAN	10 GIG	n/a	n/a	n/a	n/a		2495		3295		3295	\$0	Up to 5%	7/1/2023
Sequim	Fiber WAN	1 G	Fiber WAN	10 GIG	n/a	n/a	n/a	n/a		1495		2895		2895	\$0	Up to 5%	7/1/2023
Clallam Bay (via Port Angeles)	Fiber WAN	100 Mb	Fiber WAN	10 GIG	n/a	n/a	n/a	n/a		1095		2295		2295	\$0	Up to 5%	7/1/2023
Total		4															

Have the lines been built? If your bid requires construction, provide a description of the scope of the project, the required timeline, and guaranteed start date. Include financial compensation policy for any late service starts.

Yes, the lines have been built, there is a build in Forks, WA to provide service. Fatbeam is committed to ensuring the services are delivered on time and by June of 2023 for NOLS.

Do you own the lines? If not, indicate company that owns the lines and the length of time you have worked together.

Yes, Fatbeam owns the lines and also works with both Lumen and Wave for last mile to our network.

Is speed burstable during peak usage periods? No

Is static IP available? If yes, list the cost.

IP Address:		
CIDR	# of IP Addresses	MRC
/31	2	\$-
/29	7	\$15
/28	15	\$35
/27	31	\$70
/26	63	\$135
/25	127	\$275
/24	255	\$550

North Olympic Library System

E-RATE BEN 145263

REQUEST FOR PROPOSALS (RFP)

Title	Quote Due Date
Category 1 Internet and/or WAN	28 Days from posting of 470 Form

Submit bids and direct questions to:

Contact: Claire O’Flaherty, Consultant, E-Rate Expertise, Inc.
Phone: (253) 320-0664
Email: claire@erateexpertise.com

SCOPE:

North Olympic Library System seeks Internet Access and/or WAN connectivity between its headquarters branch in Port Angeles and the other 3 branches within the library system. The Library’s current WAN service is provided by two different vendors with fiber connections. Internet service is provided for NOLS separately through the K20 Network consortium.

One of the current vendor contracts expires in December 2023. Since the goal is to synch all contract terms with the E-rate program year, there is a possibility that the contract/service at this branch will start later in the program year, but it will end in June in the final year of the contract term. The other vendor contract does have optional extensions available, but the Library would like to explore the possibility of consolidating service to all branches with one vendor.

NOLS will consider other architectures, such as direct connections to each branch that may or may not include Internet Service with the WAN connections. In order to broaden the connection options, the Library will evaluate all proposals whether or not the circuits include a Service Level Agreement (SLA) or synchronous upload and download speeds.

The current circuit speeds for the Library branches can be found on the accompanying bid format spreadsheet. The Library would prefer minimum speeds of at least 100 Mb, depending on cost and availability, but the potential speed range for the various branches over the term of the contract could be 30 Mb – 10 Gb. No branch speeds would be reduced from the current speeds.

The Library may choose to upgrade circuit speeds as needed during the contract period and may add additional locations in the event of branch openings, relocations, or other circumstances. Upgrades would

be made via service/change orders or amendments to the contract. A multi-year contract with extensions is preferred, but month-to-month arrangements would also be acceptable as needed.

Note that NOLS will be either remodeling or re-locating the Sequim branch during this program year and service will need to be moved between locations. Since the plan is still being determined, the Library will work with the winning vendor to estimate the set-up fees for inclusion in the contract and 471 application.

Generic/auto-generated bids that are not specifically created as a response to this RFP will be disqualified and will not be evaluated.

BID REQUIREMENTS:

1. Bids must be submitted in the format outlined in the uploaded bid format spreadsheet on the 470 form. See 2023 NOLS Cat 1 Bid Format.xls spreadsheet for details.
2. Please provide separate bid sheets with costs for BOTH 3-year and 5-year contracts.
3. The Bid Format spreadsheet indicates the current circuit types, but bids with other proposed equivalent circuit types will also be evaluated for affordability and cost-effectiveness to meet Library system demands.
4. Submit a copy of your standard contract with terms for service, including a Service Order. This RFP, and the completed bid spreadsheet with vendor's costs become addendums to the contract. If all terms and conditions of the vendor's standard contract and service order are acceptable to the Library, the contract may be signed by the Library for E-rate submittal purposes.
5. Bids should include an example of the monthly billing statement that includes all estimated costs, taxes and fees for different levels of service at each location. Billing shall be monthly, net 30 days.
6. Non-recurring charges, set-up or installation fees (if any) should be included.
7. If your bid requires construction, please provide a description of the scope of the project, the required timeline, and the guaranteed start date. Include your financial compensation policy for any late service starts. The E-Rate definition of Special Construction is as follows: "For the purposes of the E-Rate program, special construction charges are the upfront, non-recurring costs of deploying new or upgraded network facilities to E-Rate eligible entities. Special construction consists of three components: (1) Construction of network facilities, (2) Design and engineering and (3) Project management. Special construction does not include charges for Network Equipment, i.e., modulating electronics and other equipment necessary to make a Category One service functional."
8. Provide qualifications and experience of the dedicated project manager for implementation and customer service.
9. If a proposal includes an SLA, it should contain a description of the services provided and how these services will be measured. At a minimum, an SLA should describe that the vendor will make all reasonable efforts to ensure 99.99% network availability of each circuit, and it should provide frame/packet loss, network latency, and network jitter commitments. Additionally, the SLA should describe 24x7x365 trouble-reporting procedures, offer commitments with regard to the time to repair outages, and describe provisions offered in the event of chronic trouble. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the

contract, and the selected vendor shall remediate any deficiencies at no cost to the Library. Additional features, such as DDoS protection, should also be described.

10. Bids should include up to three (3) reference sites where your company has performed a similar service, including business name, contact name and contact information. It is preferable that at least one reference should be for a library/school district of similar size within 200 miles of Library.
11. All bidders must have a current SPIN number and be eligible and certified by USAC to deliver telecommunications services and/or Internet Access during the life of the contract. Failure to maintain this status could result in contract termination. Vendor must be willing to do either SPI or BEAR methods of reimbursement.

Instructions for filling out the bid format spreadsheet:

1. List your company name and SPIN number. Enter the Contract Term length. Are you current on your 2023 SPAC/473 requirements? How many years of experience do you have working with the E-rate program?
2. Fill in the circuit type you are proposing. Indicate your current maximum speed for your circuit types since the Library may require capacity beyond the listed speeds in the bid format over the life of the contract.
3. The Library seeks quotes for speeds from 30 Mb to 5 G. Please fill in the cost for each speed. Do not submit costs in boxes marked N/A. A complete listing of available speeds and costs within the range in the scope of this RFP will be included in the contract with the selected vendor. If all prices are not available at this time, prices for higher speeds may be added via an amendment to the contract.
4. Itemize any nonrecurring set-up and/or installation fees.
5. List any applicable taxes and fees (including network access fees, regulatory fees, surcharges, etc.) for these services (% of MRC estimate is acceptable).
6. Indicate if the lines have already been built and give the GUARANTEED service availability date. If your bid requires construction, please provide a description of the scope of the project and the required timeline. Include your financial compensation policy for any late service starts.
7. Indicate if your company owns the lines for the service you are proposing. If not, then provide the name of company that owns the lines and the length of time you have worked with this other company.
8. Indicate if speeds can be burstable during peak usage periods. Indicate if Static IP is available and the cost/line.

VENDOR CONTRACT ISSUES:

The new contract for these services will include a copy of the vendor's submitted proposal/quote, the terms outlined below and elsewhere in this RFP, and additional terms provided by the vendor and agreed upon by Library.

1. **Start Date:** Library seeks a guaranteed start date of July 1, 2023 for all service, unless transition needs to happen later due to expiration of existing contracts.

2. **Term:** Library seeks either a 1-year, 3-year or a 5-year initial contract term, with the option to automatically extend for annual renewal periods at the same rate until a total contract term of 6 years is reached. The contract would revert to a Month-to-Month arrangement at the same prices after the completion of the original term and extension. Library would consider other contract periods if they resulted in lower pricing. If the market supports a price reduction after the initial term, the library will exercise price reduction options, if any are available, as an amendment to the original contract.
3. **Non-Appropriation of Funds:** The contract may be canceled or not renewed in the event of loss of federal E-rate, State or Library funds.
4. **Service Changes as Amendments:** Within the scope of this RFP and the signed contract, the Library may seek to increase speeds, change circuit types, add lines, or add service to an existing or new branch through change orders/contract amendments with the selected vendor to meet future system needs and to ensure cost effectiveness of the service. These changes may be the result of the need for greater capacity, greater cost effectiveness, expiration of existing contracts, new branch openings or other circumstances. If unforeseen market forces (i.e. resulting from the pandemic) affect the price of quotes from the winning bid, amendments can be made to update the pricing. If different services are phased in over time, the original contract termination date will remain the same.
5. **Activation:** Vendors shall notify Library in writing upon completion of installation of all required circuits. Library shall have up to two weeks to reconfigure their systems and test that the services are functioning properly and will notify vendor in writing of their acceptance of the service. Billing may commence upon the Library's acceptance of the service.
6. **Service Level Agreement:** A mutually agreed upon Service Level Agreement (SLA) may be included in the contract.
7. **Secure Networks Act:** Library will not accept any equipment or services produced, provided by or containing parts, from any company, including parents, affiliates, or subsidiaries thereof, that the FCC has designated as a national security threat to the integrity of communications networks or the communications supply chain pursuant to 47 CFR 54.9(a). A list of covered communications equipment and services can be found on the FCC's website at <https://www.fcc.gov/supplychain/coveredlist>. The list will be updated as necessary, and proposers have the responsibility to check for updates and ensuring that all products and services in quotes and final contracts are compliant.

BID PROCESS, EVALUATION & CONTACT INFORMATION:

Bidding Process Information:

1. Bids are due 28 days after the posting of the 470 form. Bidding period may be extended at the library's discretion if necessary to conduct a competitive bidding process.
2. The Library reserves the right to request additional information and/or a Best And Final Offer (BAFO) during this bidding process as responses are compared and evaluated.
3. The Library reserves the right to reject all proposals and to not pursue this project at this time.

4. Responders are required to read and understand all information contained within this entire RFP package. Submitting a bid constitutes complete understanding and compliance with the terms and conditions in this RFP.

Evaluation Criteria for Selecting the Winning Bid:

Proposals will be judged on the following criteria:

1. 30 Points Price - Least cost for the capacity and reliability that meets the Library's needs (most heavily weighted criteria)
2. 25 Points Capacity and reliability of proposed service meets library's needs
3. 20 Points Ability to serve the most locations while providing the most comprehensive and cost-effective services that meet the Library's needs
4. 10 Points Completeness, quality, and reliability of the proposal
5. 15 Points Local, in-state or regional vendor; Prior positive experience with the vendor/positive reports from references

Disqualifying Factors:

Generic/auto-generated bids that are not specifically created as a response to this RFP will be disqualified and will not be evaluated.

Contact, Submittal & Misc. Information:

1. Interested bidders should provide their contact information to claire@erateexpertise.com in order to receive notifications, updates and Q&A regarding this RFP.
2. Questions regarding the RFP should be submitted in writing to Claire O'Flaherty at claire@erateexpertise.com no later than 7 days before the bid deadline to ensure that information can be disseminated to all interested bidders.
3. Bids should be submitted electronically to Claire O'Flaherty, claire@erateexpertise.com and copied to Shane Miller, smiller@nols.org by 5 p.m. Pacific Time on the due date which is 28 days after the posting of the 470 form.
4. All RFP documents, including instructions, bid formats, Q&A, updates, etc. will be uploaded to the original E-Rate 470 form and will also be posted on the Library's website at <https://www.nols.org/bids-requests/>
5. For Library branch addresses, please see <https://www.nols.org/locations-hours/>

Master Service Agreement

This Master Service Agreement (“**MSA**”) is made effective as of February 21st, 2023 (“**Effective Date**”) by and between Fatbeam, LLC, a Washington limited liability company, with its principal offices located at 2065 W. Riverstone Drive, Suite 105, Coeur d’Alene, ID 83814 (“**Fatbeam**”) and North Olympic Library System, a public library system in the state of Washington, with an address of 2210 S. Peabody St. Port Angeles, WA 98362 (“**Customer**”). Each may be referred to herein as a “**Party**” and collectively as the “**Parties**.” This MSA includes and incorporates herein Service Order(s) (defined below), Fatbeam’s Acceptable Use Policy (found on Fatbeam’s website, www.fatbeam.com), and any forms or authorizations executed by the Parties associated with this MSA (collectively referred to as the “**Agreement**”). This MSA will survive for as long as there are working Service(s) (defined below) associated with it.

1. **Order of Precedence.** In the event, there is a conflict between any term(s) agreed to by the Parties, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service(s) covered by that Service Order; (b) this MSA; and (c) the Request for Proposal (“**RFP**”) provided by the Customer.
2. **Services.** “**Service(s)**” mean those certain communications services, rights of use and/or associated space ordered by Customer from time to time under a Service Order pursuant to this Agreement. Service Order(s) further describe the Service(s) purchased by Customer and set forth any additional terms and conditions for such.
3. **Service Orders.** Customer may, from time to time, request Fatbeam provide it with Service(s) as further delineated, and agreed to, in an order (“**Service Order**”). Customer is solely responsible for the accuracy of the information provided in the Service Order(s). Each Service Order shall clearly set forth the Service Term, type of Service(s), location(s), Demarcation Points (defined below), monthly recurring charge (“**MRC**”), non-recurring charge (“**NRC**”), as well as any additional specific terms for the Service(s). Unlike most contracts, the Service Order is not binding on the Customer until the Customer receives E-rate funding approval and provides Fatbeam with written approval to proceed with construction, provisioning, and/or providing the Service(s) (“**Notice to Proceed**”). Customer understands and agrees that the MRC and NRC, if applicable, are Customer’s firm contractual obligation for the duration of the Service Term once the Notice to Proceed has been executed. For the avoidance of doubt, Customer’s financial responsibility under the Service Order begins once either: i) Customer receives E-rate funding approval; or ii) Customer signs the Notice to Proceed. Once either event occurs, Customer may not terminate the applicable Service Order without owing Fatbeam 100% of the MRC and NRC delineated in such Service Order, except as otherwise provided in Section 14 and Section 21.
4. **Term.** This MSA shall be in effect until the termination or expiration of the last active Service Order.
5. **Service Term.** The Service(s) ordered in a Service Order may be installed and delivered to Customer on different dates. The Service Term, stated in each Service Order, will commence once all Service(s) ordered under such are delivered to the Demarcation Point (defined below). Upon the expiration of the Service Term, Customer may have the option to extend the Service Term as provided in the Service Order.
6. **Installation of Service(s).** Fatbeam will use reasonable efforts to install Service(s) on Customer’s desired due date; however, Fatbeam does not guarantee that Service will be installed and provisioned on such

date. Customer will provide all reasonable information, authorizations, and access required by Fatbeam for the purpose of performing installation, maintenance and repair of the Service(s) or Fatbeam's network. This includes, but is not limited to, obtaining any necessary license(s) granting Fatbeam access to the Facility (defined below) for the duration of the Service Term.

7. **Demarcation Point.** Every Service Order will specify the location where Fatbeam's facilities interconnect with Customer's or any third party's facilities ("**Demarcation Point**"). Any facilities, fiber, equipment, or rights located on Fatbeam's side of the Demarcation Point will be maintained, repaired, operated, controlled, and at all times remain the sole and exclusive property of Fatbeam ("**Fatbeam's Fiber**"). Any facilities, fiber, equipment, or rights located on Customer's side of the Demarcation Point will be maintained, repaired, operated, controlled, and at all times remain the sole and exclusive property of Customer ("**Customer Equipment**"). Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service(s) delivered and Fatbeam's Fiber.
8. **Billing Commencement.** Fatbeam reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Service(s) that does not affect the quality, cost or type of Service(s) contracted for. The "**Service Activation Date**" is the date Fatbeam delivers the Service to the Demarcation Point and occurs per Service, per location, when Fatbeam completes its installation of each Service. Upon the occurrence of the Service Activation Date, Fatbeam may commence billing and Customer shall be liable for payment for those Services installed. For sake of clarity, this means that some of the Services ordered under the same Service Order may commence billing prior to other Services in the same Service Order, thus resulting in Customer paying a proportionate share of the MRC quoted in the applicable Service Order.
9. **Multiple Locations.** In the event a Service Order contains multiple different Service addresses (location) or multiple points of demarcation, whether at the same address or multiple addresses, once Fatbeam has provided connectivity between any two (2) Demarcation Points, Fatbeam shall commence billing upon each segment based on its Service Activation Date. Each Service and Service address (location/segment) under the same Service Order shall have the same commencement and expiration of the Service Term, unless otherwise provided in the Service Order. Additionally, Fatbeam may allow Customer to add a new Service address (location) to an existing Service Order under the same terms and conditions present in such Service Order. For the avoidance of doubt, such addition would allow Customer to have all its Services at multiple locations on the same Service Term, but different billing commencement dates.
10. **Invoicing.** Fatbeam will provide Customer with a monthly itemized invoice, in advance, for the Services together with all other charges due. All amounts due are payable in full within thirty (30) days from date of invoice ("**Due Date**"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Fatbeam reserves the right to increase the MRC annually by a percentage equal to the percentage change in the Consumer Price Index (CPI) statistics published by the United States of Bureau of Labor. Unless otherwise stated in the Service Order, Fatbeam shall invoice Customer for any NRC upon the Service Activation Date of the applicable Service Order.
11. **Invoice Disputes.** To the extent that Customer disputes any portion of an invoice, Customer shall notify Fatbeam in writing and provide detailed documentation supporting its dispute within ninety (90) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer,

Customer shall pay such amounts due plus interest at one and one-half percent (1.5%) from the original Due Date for the payment.

- 12. Taxes and Fees.** Every charge quoted for the use of Fatbeam's Service(s), are exclusive of any applicable taxes, surcharges, or other fees imposed or governed by federal, state, local or regulatory agencies ("Taxes"). All such Taxes will be clearly delineated on Customer's invoice. In the event Customer is exempt from any or all Taxes, Customer shall provide Fatbeam with timely proof of such exemption. Fatbeam will provide Customer with an estimate of its tax liability on each applicable Service Order. It is Customer's responsibility to verify its tax liability and add such to its E-Rate filings; Customer's failure to do so will not reduce Customer's obligation to reimburse Fatbeam for such assessment.
- 13. Customer Default.** Customer is in default of the Agreement if Customer: (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Fatbeam; (b) becomes insolvent; (c) accesses, interferes with, or tampers with Fatbeam's Fiber; or (d) fails to cure any non-monetary breach within thirty (30) days of receiving notice of the breach from Fatbeam. In the event of such a default, Fatbeam may elect, in its sole discretion, to: (i) immediately suspend or terminate the Services and impacted Service Order(s) without liability for any violation of the Agreement; or (ii) cure the non-monetary breach at Customer's sole expense. If Service(s) are terminated due to Customer's uncured default, then commencing on the effective date of such termination, Customer will be subject to an early termination fee equal to one hundred percent (100%) of the remaining value of the applicable Service Order(s) ("**Early Termination Charge**"). These remedies are in addition to and not a substitute for all other remedies contained in the Agreement or available to Fatbeam at law or in equity.
- 14. Fatbeam Default.** Fatbeam is in default of the Agreement if Fatbeam fails to cure any breach of any material term of such Agreement within thirty (30) days of receiving written notice of the breach from Customer. If Fatbeam fails to cure such default, Customer may terminate the impacted Service(s) without payment of the Early Termination Charge, but Customer shall not be relieved of any of its obligations to pay all charges incurred prior to such termination
- 15. Special Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, COST OF SUBSTITUTE PERFORMANCE, INCURRED OR SUFFERED BY EITHER PARTY, WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICE(S), THE AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE FORESEEABILITY THEREOF EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 16. Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, FATBEAM MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF ANY SERVICE, FATBEAM'S NETWORK, OR ANY WORK TO BE PERFORMED UNDER THE AGREEMENT, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SATISFACTORY QUALITY OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, STATUTORY, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED. FATBEAM ALSO SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE OR ANY EQUIPMENT WILL BE ERROR FREE, SECURE OR UNINTERRUPTED EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW. THE WARRANTIES SET FORTH IN THE AGREEMENT CONSTITUTE THE ONLY

WARRANTIES MADE BY FATBEAM TO CUSTOMER WITH RESPECT TO THE SERVICE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES.

- 17. Use.** Customer shall be solely responsible for all the security and confidentiality of information it transmits using a Service. Fatbeam exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer's equipment, and use of any such Service is at Customer's own risk. Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences. Customer shall be solely responsible for its improper use of the Service and/or Customer's end-users' or third parties' improper use of the Service, resale, or sharing of the Service in violation of any applicable law or in violation of any provision of the Agreement. Customer does not have the right to maintain, repair, relocate, splice or touch Fatbeam's Fiber, and Customer will be solely liable for any loss or damage suffered by Fatbeam due to Customer's actions. Fatbeam is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any Services; Customer will be responsible for providing all 911/E-911 functionality as required by applicable law. Furthermore, unless specifically stated in Customer's Service Order, no Service offered by Fatbeam includes back-up power to Fatbeam's equipment located at or near the Demarcation Point(s).
- 18. Cancellation for Denial of E-Rate Funding.** Customer represents it is a public entity and that the Services provided under this MSA are subject to public funding sources, including E-Rate funding. Customer shall seek funding through E-Rate for some or all of the Services purchased under this MSA. In the event that Customer's good faith application for E-Rate funding to purchase Services is either: (a) denied in its entirety by the Universal Service Administrative Company ("**USAC**"), for any reason, other than Customer's failure to follow the USAC's filing requirements ("**Customer's Filing Negligence**") or (b) partially granted and Customer is unable to make up the difference with its own funding, then the Parties agree to enter into good faith negotiations to amend the applicable Service Order(s) to allow for Customer's purchase of less Services. Notwithstanding the foregoing, Customer expressly acknowledges and agrees that Fatbeam shall not be obligated to perform any work or to incur any costs to provide the Services to Customer prior to USAC approval of Customer's E-Rate funding and Customer agrees to reimburse Fatbeam for any such costs incurred by Fatbeam for any work related to a cancelled Service Order(s) for E-Rate Services prior to the date of Customer's cancellation.
- 19. Termination for Non-Appropriation of Funds.** Customer represents and warrants that, subject to USAC approval of Customer's application for E-Rate funding, all other necessary funds have been appropriated to satisfy the Customer's obligations for the underlying Service(s) through the first anniversary of the Service Activation Date for the applicable Service Order (the "**1st Anniversary**"). If, for any year of the term following the 1st Anniversary: (a) no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed in any applicable Service Order, (b) the Customer has no alternative but to discontinue all Service to such locations for that funding year, and (c) Fatbeam has received prior written notice from Customer confirming the occurrence of items (a) and (b) of this Section (the "**Non-Appropriation Notice**"), then, on the following terms, Customer, may terminate the affected Service Order(s). The "**Effective Date of Termination**" for this Service Order shall be the later of (a) the 1st Anniversary; (b) the first day of the funding year for which no funds are appropriated for any of the Customer's Services for any of the locations listed in the affected Service Order; or (c) thirty (30) days from the date the Non-Appropriation Notice is received by Fatbeam. In the event of such a termination, the Parties agree that Customer shall pay for all Services rendered under the affected Service Order(s) through the Effective Date of Termination; but Customer

shall not incur any further termination liability of any sort for such termination. Customer agrees to act in good faith in invoking its right to terminate all or a portion of any Service, and upon exercising such right, Customer will not place an order for the same or comparable service with another supplier within twelve (12) months of the Non-Appropriation Notice.

- 20. Non-Appropriation of Funds due to Customer's Filing Negligence.** In the event Customer loses or is no longer granted E-Rate funding due to Customer's Filing Negligence or failure to adhere to the terms and conditions necessary to receive E-Rate funding, Customer's right to terminate, without liability, will be revoked and Customer will owe the full MRC for the duration Customer lost funding.
- 21. Confidentiality.** Each Party shall use the highest degree of care in safeguarding the other's confidential information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality. Customer Proprietary Network Information ("CPNI") shall only be disclosed, by Fatbeam, in accordance with applicable federal, state, or local laws, regulations, rulings, orders or other actions of governmental agencies. Fatbeam may work with a third party or third parties to deliver Customer's Service(s), at which time it may become necessary to disclose Customer's CPNI. Fatbeam is committed to protecting Customer's CPNI and does not sell or allow any third party to use Customer's CPNI for marketing purposes. If Customer would like to discuss its CPNI or change its CPNI election, please contact us at info@Fatbeam.com.
- 22. Force Majeure.** Neither Party shall be responsible for any failure of performance due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, terrorist act, riot, war, strike, lockout, or work stoppage. The Party claiming failure to perform due to a force majeure event, shall provide notice of such to the other Party.
- 23. Subject to Laws.** The Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency.
- 24. Prevailing Party.** If suit is brought, by either Party, to enforce the Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy, the reimbursement of reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred.
- 25. Relationship of Parties.** This Agreement does not create a partnership, joint venture or agency relationship between Fatbeam and Customer. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.
- 26. Assignment.** Customer may assign this Agreement upon written notice: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an affiliate. Except as specifically provided in the proceeding sentence, Customer may not assign, encumber or otherwise transfer this Agreement to any other person without the prior written consent of Fatbeam.

- 27. Insurance.** During the Service Term, each Party shall obtain and maintain not less than the insurance coverage as required by statute or as standard within the Party's industry. Such insurance coverage will not limit the liability of either Party.
- 28. Limitation of Liability.** FATBEAM'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO FATBEAM DURING THE MONTH OF THE OCCURANCE OF ANY CLAIM.
- 29. Customer Indemnification.** Customer will indemnify, hold harmless, and defend Fatbeam, its affiliates, officers, directors, parent companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorneys' fees) arising out of or in connection with Customer's use and/or Customer's end-users' use or sharing of the Services. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death if solely caused by Fatbeam's gross negligence or willful misconduct.
- 30. Fatbeam Indemnification.** Fatbeam will indemnify, hold harmless, and defend Customer and its affiliates, and their respective officers, directors, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorneys' fees) arising out of or in connection with: (a) any liens placed on Customer's equipment due to Fatbeam's action or inaction, (b) claims by third parties for damage to real or tangible personal property or for bodily injury or death which is caused by Fatbeam and is directly due to Fatbeam's negligence or willful misconduct or which is solely caused by hazards created by Fatbeam's equipment or facilities, and (c) claims that the Services infringe a third party's intellectual property or proprietary rights, violate applicable law or are in violation of any provision of the Agreement. Fatbeam's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death if solely caused by Customer's gross negligence or willful misconduct.
- 31. Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws for the state where the Service(s) are to be provided.
- 32. Notices.** All notices to Customer under the Agreement shall be in writing and will be made by one or more of the following methods: bill message or insert incorporated in or with the Customer's invoice by its normal means of transmission, first class mail, certified mail, or overnight delivery. In the case of a notice to Fatbeam, all notices will be in writing and will be made by personal delivery, overnight delivery, or certified mail. Notices will be sent to the addresses below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party.

If to Fatbeam:	If to Customer:
Fatbeam, LLC	North Olympic Library System
Attn: CEO	Attn: Shane Miller
2065 W. Riverstone Dr., Suite 105	2210 S. Peabody St.
Coeur d'Alene, ID 83814	Port Angeles, WA 98362
With a copy to (not official notice): legal@fatbeam.com	

33. Addition/Modification. This Agreement and all attachments may only be modified, amended or waived through an amendment signed by an authorized employee of each Party.

34. Counterparts/Facsimile Signatures. This MSA 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 instrument. This MSA and any Service Order(s) may be executed via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to Fatbeam, and any such signatures shall be treated as original signatures for all applicable purposes. The representative signing this MSA on behalf of Customer warrants that he/she has the legal right and ability to enter into the Agreement and is authorized to act on behalf of the Customer.

35. Severability. In the event that any provision of this MSA shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect. In the event that any provision of the Contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

Each of the undersigned hereby state that he/she has full authority to enter into this MSA, has read and agrees to the Terms and hereby accepts these agreements on behalf of the companies identified below as of the Effective Date provided above.

FATBEAM, LLC

Signature:

Name:

Title:

North Olympic Library System

Signature:

Name:

Title:

Exhibit A

Ethernet, Internet, Cloudbeam, Lit Fiber, and Wavelength Services

This Exhibit A provides the specifications for Ethernet, Internet, Cloudbeam, Lit Fiber, and Wavelength Service(s) ordered by Customer in a Service Order. Each Service will be provided to Customer at a specified Demarcation Point for which the bandwidth ordered will be guaranteed by Fatbeam up to such point. Fatbeam is not responsible for, nor can it guarantee, the bandwidth speed beyond the Demarcation Point.

1. **Ethernet Service.** Fatbeam provides Ethernet Services, all of which meet the Metro Ethernet Forum (“MEF”) specifications for the particular configuration and are transport based services. The Service Order containing the Ethernet Service(s) will delineate the Demarcation Point(s) and the bandwidth.
2. **Dedicated Internet (“DIA”) Service.** Fatbeam provides fiber-based Internet connection with no data caps, bursting fees, local loop charges, nor port costs. The Service Order containing the Internet Service(s) will delineate the Demarcation Point(s) and the bandwidth.
3. **Cloudbeam Service.** Cloudbeam is a Service which Customer may elect to add-on to its DIA Service provided by Fatbeam. “**Cloudbeam**” is a point-to-point transport circuit that traverses from the Demarcation Point located at Customer’s premises to that certain Demarcation Point (delineated in the Service Order) within the data center selected by Customer. The bandwidth of Cloudbeam will be deducted from Customer’s DIA Service as specifically provided in the Service Order. Cloudbeam, does not include: i) cloud service; ii) a cross-connect from the Demarcation Point within the data center to Customer’s cloud service provider; nor iii) assistance with any configuration of or to the cloud service(s). For clarity, Cloudbeam is a Service that allows Customer to deduct a certain amount of bandwidth from its DIA Service to be used to connect Customer to the data center where Customer’s cloud provider has a server. The Service Term for the Cloudbeam Service is coterminous with Customer’s associated DIA Service. FATBEAM IS NOT LIABLE FOR ANY OUTAGE, DEGRADATION, ERROR, TROUBLE, OR FAILURE OF CUSTOMER’S CLOUD SERVICE.
4. **Lit Fiber Service.** Fatbeam provides bandwidth starting at 1 Gigabit. The Service Order containing the Lit Fiber Service(s) will delineate the Demarcation Points and the bandwidth.
5. **Wavelength Service.** Fatbeam provides bandwidth starting at 10 Gigabit via Dense Wavelength Division Multiplexing (DWDM) technology, which provides an easy upgrade to wavelength speeds in excess of 10 Gigabit.

Exhibit B

Service Level Agreement

This Exhibit B provides the specific service level guarantees Fatbeam will provide for its DIA, Lit Fiber, and Wavelength Services and remedy or damages available to Customer in the event Fatbeam were to fail to meet these objectives due to a Service Outage (“SLA”).

1. **Fatbeam’s Network.** “Fatbeam’s Network” is defined as Fatbeam’s side of the Demarcation Point for which Fatbeam is responsible for maintaining, repairing and operating. Customer’s access port (the port on the Fatbeam aggregation router upon which the Customer’s circuit terminates) is considered the Customer’s Demarcation Point.
2. **Service Outage.** Service Outage shall mean a complete interruption, severe degradation, or failure of communication on the Customer’s Service between Demarcation Points, not caused by Force Majeure (defined below), Routine Maintenance, or Customer’s acts, omissions, or Customer’s Equipment. The duration of a Service Outage is measured from the time the interruption is reported to or detected by Fatbeam, whichever occurs first, and terminates at the time the Service(s) can pass traffic. If Customer requests that Fatbeam assist Customer in investigating any Service Outage and Fatbeam determines that the Service Outage was not a result of Fatbeam’s network or facilities, Fatbeam may invoice Customer for an additional charge for on-site Customer assistance at Fatbeam’s then-current rates.
3. **Service Outage Credits.** FATBEAM MAKES NO GUARANTEE THAT ANY SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. As such, Customer’s sole and exclusive remedy for any Service Outage shall be the “Service Outage Credits” provided in the applicable exhibit attached to and incorporated in the MSA. The Service Outage Credits outlined in the MSA are not compounding, Customer may not claim more than one credit for an impacted Service, and in no event, will the Service Outage Credit(s) in any one (1) month exceed 100% of the MRC for such Service. To receive Service Outage Credits, Customer must be in good standing with Fatbeam, current in all its obligations, and notify Fatbeam that it is exercising its right to receive a Service Outage Credit within thirty (30) days of the Service Outage.
4. **Network Availability Guarantee – 99.99%.** Fatbeam’s Network is guaranteed to be available and capable of forwarding packets 99.99% of the time, as averaged over a calendar month (“Network Availability Guarantee”). If the Network Availability Guarantee is not met in a calendar month, Customer will receive a Service Outage Credit equal to 1/30th of the MRC of the impacted month for each full hour of a Service Outage in excess of the Network Availability Guarantee.
5. **Latency Guarantee – 55 milliseconds (ms).** Latency is the one-way delay of packets from the source to the destination, occurring in Fatbeam’s Network. Fatbeam’s Network is guaranteed to have an average round trip packet transit time within its network of an averaged maximum of 55ms over a calendar month (“Latency Guarantee”). If the Latency Guarantee is not met in a calendar month, Customer will receive a Service Outage Credit equal to 1/30th of the MRC of the impacted month for each full 1ms above the 55ms average maximum guarantee.
6. **Packet Loss – Less than 1%.** Packet Loss is the percentage of packets that were not sent nor received successfully from the source to the destination, occurring in Fatbeam’s Network. Fatbeam’s Network is guaranteed to have a maximum average packet loss of less than 1% as averaged over a calendar month

(“**Packet Loss Guarantee**”). The packet loss is measured as the average of 15-minute samples across Fatbeam’s Network taken throughout the calendar month. If the Packet Loss Guarantee is not met in a calendar month, Customer will receive a Service Outage Credit equal to 1/30th of the MRC of the impacted month for each full 1% above the Packet Loss Guarantee.

7. **Network Jitter Guarantee – 2 milliseconds (ms).** Jitter is the variation in the Latency on a packet flow between two systems, when some packets take longer to travel from one system to the other. Fatbeam’s Network is guaranteed not to exceed an average jitter delay of 2ms as averaged over a calendar month (“**Network Jitter Guarantee**”). If Network Jitter Guarantee is not met in a calendar month, Customer will receive a Service Outage Credit equal to 1/30th of the MRC of the impacted month for each full millisecond (1ms) exceeding the 2ms average.
8. **Fatbeam Provided Customer Premise Equipment.** Fatbeam may provide equipment at the Customer premise to terminate Service delivered over Fatbeam’s Network. It is Customer’s responsibility to provide adequate space, power, temperature, and humidity controls for the operation of this equipment.
9. **Chronic Service Outage.** A “**Chronic Service Outage**” will be deemed to have occurred only if Customer experiences four (4) or more related Service Outages resulting in loss of Service for at least one (1) hour each within any calendar month period and only when the Service Outage is not the result of (i) the fault or negligence of Customer; (ii) the failure of interconnecting facilities or other equipment not part of the Service or facilities or not within Fatbeam’s or its supplier’s reasonable control; (iii) Routine Maintenance; and/or (iv) DoS attack or DDoS attack. In the event that there is a Chronic Service Outage, Customer may upon written notice to Fatbeam, immediately terminate the affected on-net Services only if (i) Customer notifies in writing Fatbeam through Fatbeam’s NOC trouble ticket system; and (ii) Customer provides written notice with respect to such termination to Fatbeam within thirty (30) days following the eligible Service Outage entitling Customer to terminate in accordance with this Section. In case of such termination, Customer will not be liable for any Early Termination Charge, but will be responsible for all amounts due up to the date of termination. For off-net services, Fatbeam will have thirty (30) days following receipt of Customer’s written notification of the Chronic Service Outage through Fatbeam’s NOC trouble ticket system to evaluate and implement resolution (“Cure Period”). If Fatbeam is unable to resolve the Chronic Service Outage within the Cure Period, Early Termination Charge shall have the right to terminate the affected Service if Customer provides written notice with respect to such termination to Fatbeam within thirty (30) days following the Cure Period. In case of such termination, Customer will not be liable for any Early Termination Charge, but will be responsible for all amounts due up to the date of termination. Fatbeam shall obtain and pass-through any cancellation rights to which it is entitled from its underlying vendor for any off-net Chronic Service Outage.

Exhibit C

Dark Fiber Lease

This Exhibit C provides the specifications for Dark Fiber ordered as a short-term Lease (defined below) in a Service Order and is attached to and incorporated into the MSA and applicable Service Order.

1. **Dark Fiber Lease.** As of the Service Activation Date (defined below), Fatbeam will grant Customer a license to use the number of fiber optic strands of the cable ("**Dark Fibers**") and associated facilities and underlying rights for the duration of the Service Term, as further delineated in the Service Order, ("**Dark Fiber Lease**"). Upon the expiration or termination of the Dark Fiber Lease, all rights granted to Customer will cease and revert to Fatbeam.
2. **Service Activation Date.** Fatbeam will provide Customer with advance notice of the date and time that Fatbeam will be onsite testing the Dark Fibers, in accordance with the Fiber Specifications, providing Customer the opportunity to have personnel present to observe. Once Fatbeam has determined that the Dark Fibers meet the Fiber Specifications, Fatbeam will provide Customer with a completion notice and Customer will have five (5) business days to accept or reject delivery. If Customer rejects delivery, Customer must provide a written detailed account of the defect or failure detected and the Parties will work together in good faith to prove the Fiber Specifications are met. The "**Service Activation Date**" for Dark Fiber Services, is the date Customer provides written acceptance of the Dark Fibers or if Customer fails to provide acceptance or rejection, the Service Activation Date shall be the expiry of five (5) business days after Fatbeam delivers notice of completion. The Service Activation Date is specific to each pair of Dark Fiber. Customer shall be responsible for the timely designation of its space and power requirements and completion of any work or installation required for it to place the Dark Fibers into operation (and Customer's failure to designate its space and power requirements or complete such work shall not be grounds for rejection of the Dark Fibers).
3. **Installation of Fiber.** Depending on the Services ordered, Fatbeam may deliver the Service(s) over its fiber optic cable network to the Demarcation Points at Customer's locations specified in the applicable Service Order. Prior to the Service Activation Date, the Parties will agree on the specific location of each Demarcation Point. Customer shall be solely responsible for granting to or assisting Fatbeam in obtaining from the owner of the building or property where the Demarcation Points reside ("**Facility**" or "**Facilities**"), as the case may be, all easements, rights-of-way, or licenses necessary for Fatbeam to bring fiber from the property boundary of each Facility to that Facility's Demarcation Point for the duration of the Service Term. If Fatbeam is required by a third party to pay to obtain and maintain any such easement, right-of-way or license to access the Facility, Customer agrees to reimburse Fatbeam for its costs related to obtaining and maintaining such easements, rights-of-way or licenses during the Service Term. Fatbeam shall provide reasonable notice under the circumstances to Customer prior to entering Customer's Facilities to install, maintain or repair any of the fiber and/or Fatbeam's equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions at the Customer's locations. All installation of fiber will conform to the Fiber Specifications (defined below).
4. **Fiber Specifications.** Prior to the Service Activation Date for all Services delivered over fiber, Fatbeam will complete end-to-end connectivity testing, bi-directional span testing, and a power loss

measurement. The results of these test will be provided to Customer upon its written request. The power loss measurements and OTDR traces shall be made at 1310 nm and 1550 nm and performed bi-directionally. Spans that do not include field splices will receive power meter testing only. The end-to-end loss value, of single mode fiber, as measured with an industry-accepted laser source and power meter shall have an attenuation rating of less than or equal to the following: (i) at 1310nm: (0.40 dB/km x km of cable) + (number of connectors x 0.5 dB) + (0.10 dB x number of splices); and (ii) at 1550nm: (0.30 dB/km x km of cable) + (number of connectors x 0.5 dB) + (0.10 dB x number of splices) ("**Fiber Specifications**").

5. **Relocation.** If Fatbeam receives notice to relocate the fiber used to deliver Customer's Service(s), Fatbeam will promptly provide notice to Customer and work in good faith with Customer to limit the impact. Fatbeam will ensure that any new fiber path meets the Fiber Specifications. The cost of any relocation will be paid by Fatbeam.
6. **Routine Maintenance.** At no additional charge, Fatbeam will maintain its facilities and equipment to ensure it adheres to the Fiber Specifications ("**Routine Maintenance**"). If, however, maintenance or repair of Fatbeam's network is caused by or a result of Customer's improper use or operation of Customer's facilities, Fatbeam may charge Customer for such repair or maintenance. Fatbeam will provide Customer with notice of Routine Maintenance and schedule all Routine Maintenance to occur between the hours of 0000 and 0600 local time, unless the Parties agree to a different time.
7. **Non-Routine Maintenance.** In the case of a fiber cut, or any other event which causes complete loss of use of Customer's Service(s), Fatbeam will use commercially reasonable efforts to: (a) respond to the reported outage within two (2) hours after the time of notification by Customer, and (b) repair the outage within ten (10) hours.
8. **Service Outage Credits.** If Customer's Dark Fibers experience a Service Outage lasting more than twelve (12) hours, Fatbeam will provide a Service Outage Credit in the amount of ten percent (10%) of the daily charge (MRC/30) for the affected Dark Fibers for each hour in excess of twelve (12) hours, not to exceed 100% of the daily charge in any calendar month.
9. **Resell.** In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, condo, swap, exchange, lease, sublease, license, sublicense, resell or grant indefeasible or other rights of use in or to all or any part of the Dark Fibers or Customer's interest therein, or enter into any other arrangement with any entity for such entity's use of all or any part of the Dark Fibers. Customer agrees and acknowledges that it has no right to use any of the conduit, manholes, handholes, or other equipment or facilities that may be attached to or used for Fatbeam's delivery of the Dark Fibers. Customer shall keep any and all of Fatbeam's Network free from any liens, rights or claims of any third-party attributable to Customer. Any transfer, assignment or other action in violation of this Section shall constitute a material breach of this Agreement and shall, in addition to any other remedies available to it, entitle Fatbeam to terminate this Agreement without any liability to Customer. Nothing in this Section prohibits Customers ability to light the Dark Fibers to provide service(s) to its users or customers.



Staff Report

To: Library Board of Trustees
From: Noah Glaude, Executive Director
Date: March 23, 2023
Subject: Approval of Resolution 23-03-03: Signature authority for safe deposit box

Discussion: The safe deposit box contains such items as the Library's real estate deeds, master keys for the branches, easements, agreements, and vehicle titles. Approving this resolution establishes the members of the Library staff who will be authorized to access the safe deposit box. It is necessary to update these signatures to reflect changes in Administrative staff.

Policy Considerations: None. This action is consistent with Board policy and past practice.

Financial Implications: None.

Recommendation: That the authorized signatories who will have access to the Library's safe deposit box at First Federal be updated as documented in Resolution 23-03-03.

Attachment: Resolution 23-03-03



Resolution 23-03-03
Library Board of Trustees
North Olympic Library System

**A RESOLUTION BY THE BOARD OF TRUSTEES OF
THE NORTH OLYMPIC LIBRARY SYSTEM
AUTHORIZING SIGNATURES FOR SAFE DEPOSIT BOX**

WHEREAS, the Board of Trustees of the North Olympic Library System has certain documents and items of value that must be kept off-site and away from the library premises; and

WHEREAS, the daily operation of the Library System requires that certain staff members have access to these materials as necessary to conduct the business of the Library System;

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees authorizes the following individuals to access the Library safe deposit box at First Federal.

_____	Noah Glaude, Executive Director
_____	Meghan Sullivan, Public Services Director
_____	Shaina Rajala, HR & Business Manager

And be it further resolved, that Resolution 16-05-09, dated May 26, 2016, is now void.

PASSED BY THE BOARD OF TRUSTEES OF THE NORTH OLYMPIC LIBRARY SYSTEM at the regular meeting held this 2nd day of March 2023.

_____ Chair	_____ Trustee
_____ Trustee	_____ Trustee
_____ Trustee	

ATTESTED BY:

Secretary to the Board