

FIBER LEASE AGREEMENT

THIS FIBER LEASE AGREEMENT ("Agreement") is made effective as of July 31, 2023 (the "Effective Date"), by and between Fall River Rural Electric Cooperative, Inc., an Idaho company with primary offices at 1150 N 3400 E, Ashton, Idaho ("Lessor") and Teton County School District #401, located in Driggs, Idaho with a mailing address of PO Box 775, Driggs, ID 83422 (Lessee").

WHEREAS, Lessor has constructed and/or has obtained the right to use a fiber optic communications system, including but not limited to the fiber, conduit, handholes, manholes, regeneration sites and other appurtenances and components thereto (the "Fiber System"); and

WHEREAS, Lessee wishes to access and use specific fibers along various portions of the Fiber System subject to the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Certain Definitions.

- a. "Business Day" means any day other than a Saturday, Sunday, or legal holiday under the laws of the state of applicable jurisdiction. Unless otherwise specifically indicated as a "Business Day", the word "days" as used in this Agreement will mean and refer to calendar days.
- b. "Demarcation Point" means the end points identified in the applicable Order.
- c. "Monthly Recurring Charge" or "MRC" means the monthly payment obligation for each set of Leased Fiber as set forth in the applicable Order.
- d. "Non-Recurring Charge" or "NRC" means a one-time fee for installation or other preparation work to deliver the Leased Fiber.
- e. "Outage" is a condition during which Lessee's use of the Leased Fibers is interrupted in a manner which affects Lessee's provision of services to its customers or if Lessee is otherwise unable to carry traffic on the Leased Fibers due from conforming to the Specifications. The length of an Outage shall be determined by when the Outage is first detected by Lessor or Lessor is otherwise made aware of the Outage to the time when the problem(s) causing the Outage is satisfactorily resolved.
- f. "Segment" is a segment of Leased Fiber between the Demarcation Points as specified in an Order.

2. Lease.

- a. Lessor hereby leases to Lessee ("Lease") for exclusive access to and use of specific fibers ("Leased Fiber") along a specified route ("Route") as identified in one or more Orders in the form attached hereto as Exhibit A signed by the parties. Upon execution of any Order, such Order shall be incorporated here in and subject to the terms and conditions of this Agreement. Lessee may from time-to-time place orders for Leased Fiber from Lessor as follows:
 - I. To place an order, Lessee will complete an Order with all relevant details for the requirements and submit the completed Order to Lessor.
 - II. Within five (5) Business Days of receipt of the Order from Lessee, Lessor will determine if Lessor is able to fulfill Lessee's request and respond in writing to Lessee as follows:
 1. If Lessor has unused dark fiber between the Demarcation Points and along the Route set forth in the Order in sufficient quantity to fulfill Lessee's request, Lessor shall (a) set forth the NRC and MRC for the Order, (b) set the committed Delivery Date, and (c) accept, sign, and return the signed Order to the Lessee.
 2. If Lessor does not have unused dark fiber between the Demarcation Points and along the route set forth in the Order in sufficient quantity to fulfill Lessee's request, Lessor shall inform Lessee that Lessor rejects the Order, in which case no further action is required by either Party and the Order will lapse and have no effect.
- m. If Lessee wishes to proceed with the Order on the basis of the fiber Route, fiber quantity, NRC, MRC, Committed Delivery Date, and other terms set forth in the Order, Lessee shall confirm this to Lessor by counter-signing the Order and returning it to Lessor. If Lessee does not wish to proceed with the Order, Lessee shall provide notice of that decision to Lessor, in which case no further action is required by either Party and the Order will lapse and have no effect.
- iv. On receipt by Lessor of an Order which has been signed by Lessor and counter-signed by Lessee, such Order shall become binding on both parties and shall be subject to the terms and conditions of this Agreement.

- b. If any portion of the NRC or MRC is calculated by multiplying a unit price specified in the Order by the length of the Route for a Leased Fiber Segment, the length used in the calculation shall be the estimated length of the Route along the leased Fiber Segment as measured on a map. This length is less than the optical distance for the Segment because this length does not account for cable slack, helical fiber twist and similar factors.
- c. This Agreement, and each Lease executed pursuant hereto, is for the use of the Leased Fiber only, subject to the terms and conditions herein. As between the parties, the Leased Fiber will remain the sole and exclusive property of Lessor, and nothing contained herein shall be interpreted to give or convey Lessee any property right, title, or interest in such Leased Fiber, which will at all times be and remain Lessor's personal property.
- d. Following the installation of the Leased Fibers, Lessor shall conduct acceptance testing ("Acceptance Testing") in accordance with the procedures in Exhibit C to verify that the Leased Fiber are installed and operational in accordance with the specification listed therein (the "Specifications"). Lessor shall provide Lessee with prior notice (at least 2 Business Days in advance) of the date and time of Acceptance Testing, and Lessee shall have the right to have representatives present to observe the Acceptance Testing. At the time when Lessor notifies Lessee that the Leased Fibers have been installed and are performing in all respects in accordance with the Specifications, Lessor shall deliver the acceptance testing results ("Testing Results") to Lessee.
- e. If Lessee reasonably determines that any of the Leased Fibers are not installed and operational in accordance with the Specifications and/or that the Leased Fibers are not functioning within the operating standards for those Leased Fibers *i.e.*, the connectivity performance is not what the Lessee may reasonably expect), then within ten (10) Business Days of its receipt of the Testing Results (the "Evaluation Period"), Lessee shall notify Lessor that such results are unacceptable and shall specify in reasonable detail the portion of the Leased Fibers that are out of compliance with the Specifications and/or operating standards. Lessor shall promptly take such action as shall be reasonably necessary with respect to such portion of the Leased Fiber and complete corrective action as promptly as possible to bring the installation and operating standards of such Leased Fibers within the Specifications. After taking corrective action, Lessor shall notify Lessee of the completion of the corrective action and shall provide Lessee with prior notice (at least 2 Business Days in advance) of a new round of Acceptance Testing, and Lessee shall have the right to have representatives present to observe the Acceptance Testing. The cycle described above of testing, taking corrective action, and re-testing shall take place as necessary to ensure that the Leased Fibers operate within the parameters of the Specifications. If the

Leased Fibers fail at any time after two (2) repair attempts, Lessee, in its sole discretion, may terminate the applicable Order without liability. On the date that Lessee either, (i) provides written notice of its acceptance of the Leased Fiber, or (ii) fail to reject the Testing Results within the Evaluation Period, the Testing Results shall be deemed accepted by Lessee and Lessor shall have no further liability to Lessee related to Acceptance Testing (the "Acceptance Date"). The foregoing notwithstanding, no acceptance or deemed acceptance shall constitute a waiver by Lessee of Lessor's obligation of maintenance and repair of the Leased Fibers.

- f Lessor shall grant Lessee access to the Leased Fiber at all splice points along designated fiber route as outlined in the attached Order. Except with respect to Lessor's obligations to obtain any rights-of-way, easements, or other rights of access necessary for the installation, maintenance, and provision of the Fiber System (as further described in section 6), it is the responsibility of Lessee to obtain any governmental or other authority necessary to access and use the Leased Fiber.

- g If the date Lessor delivers the Leased Fiber in conformance with the Specifications set forth on Exhibit C (the "Completion Date") has not occurred by the Committed Delivery Date set forth on the Order, Lessee shall be entitled to a credit following the Completion Date of one (1) day's pro rata portion of the MRC for each day following the Committed Delivery Date that the Completion Date has not occurred. If the Completion Date has not occurred within thirty (30) days following Committed Delivery Date, Lessee shall have the right to terminate the applicable Order without liability upon notice to Lessor.

3. Term.

- a The term of this Agreement shall begin on the Effective Date and will continue for a period of five (5) years, and, when applicable, shall remain effective throughout the Lease Term last to expire or terminate (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically extend for up to three (3) additional terms of five (5) years (each, a "Renewal Term") unless: (a) this Agreement is earlier terminated pursuant to the conditions of the Agreement; or (b) written notice is given by Lessee at least thirty (30) days before the expiration of the Initial Term or any Renewal Term that it does not consent to such extension. For the purpose of this Agreement, the "Term" of this Agreement shall be defined collectively as the Initial Term and any Renewal Term, if applicable.

- b The term of each Lease granted hereunder shall begin on the Acceptance Date for the applicable Leased Fibers and shall continue through the term, identified in the applicable Order ("Initial Lease Term"), subject to earlier termination in accordance with the terms of this Agreement. By providing

written notice to Lessor at least thirty (30) days prior to the expiration of the initial Lease Term, Lessee may renew the Order under the same pricing, terms, and conditions for up to five (5) years or such other duration as agreed by the parties (each, a "Renewal Lease Term"). If Lessee fails to provide such notice, then upon expiration of the Initial Lease Term, the applicable Order automatically renews under the same pricing, terms, and conditions on a month-to-month basis until terminated by either Party on ninety (90) days prior written notice. In the event that the Initial Lease Term or Renewal Lease Term extends beyond the Term of this Agreement, the Order shall be governed by the terms and conditions of this Agreement as if the Agreement was still in full force and effect. For purposes of this Agreement, the "Lease Term" of any Lease hereunder shall be defined collectively as the Initial Lease Term and any Renewal Lease Term, if applicable.

- c. This Agreement may be terminated at any time, without cause, by either Lessee or Lessor upon 60 days written notice to the other party.

4. Considerations.

- a. Lease Fee. Lessee shall pay to Lessor a fee in exchange for use of the Leased Fiber in the amount, and in accordance with the payment terms identified in the applicable Order ("Lease Fee"). The Lease Fee shall consist of a non-recurring charge ("NRC") for installation or other preparation work to deliver the Leased Fiber and a monthly recurring charge ("MRC") for the service(s).
- b. Invoicing. Lessor will invoice Lessee only for Leased Fibers only upon or after the applicable Acceptance Date. Lessor will invoice Lessee for MRCs in advance on a monthly basis and will invoice Lessee for NRCs in arrears. Lessor shall deliver invoices to Lessee at the following address:

Teton County School District #401
PO Box 775
Driggs, ID 83422
Telephone Number (208) 228-5923

- c. Due Date. Unless otherwise specifically stated, Lessee will tender payment of all Lease Fees within thirty (30) days of the date of Lessee's receipt of each invoice ("Due Date").
- d. Non-Payment. If Lessee does not make payment of all fees by the Due Date, Lessor may suspend this agreement and Lessee's use of the Leased Fiber after written notice to Lessee and the provision of thirty (30) days to cure all unpaid and undisputed amounts. If Lessee fails to timely cure the nonpayment within the notice period Lessee will be deemed in default of this Agreement and this Agreement shall be subject to termination in accordance

with Section 14(d). When the Acceptance Date occurs on a day other than the first day of the month, or the lease terminates on a day other than the last day of the month, the MRC will be prorated to reflect the partial month.

- e. Payment Disputes. In the event Lessee in good faith disputes any billings by Lessor, Lessee will (a) pay all charges not disputed, and (b) notify Lessor of the dispute in writing, providing the invoice number and an explanation of the issue in dispute, no later than thirty (30) days following the Due Date of such billing. Payment will not prejudice Lessee's right to dispute charges. The parties will cooperate in good faith to resolve any such disputes within a thirty (30) day period after the dispute is submitted to Lessor. If the dispute is not resolved during this period, then either party may seek dispute resolution in accordance with section 15. If both parties agree that a disputed amount is a legitimate charge, Lessee will pay such amount within ten (10) Business Days of such determination.

5. Taxes, Fees, Surcharges, and Other Governmental Impositions.

- a. Any and all properly invoiced and applicable federal, state, county, and local taxes, fees, surcharges, and all other related charges (including, without limitation, sales, excise taxes, universal service fee, any other FCC or state PUC fee, and any rate or local utility or telecommunication taxes), together with any penalties, fines, or interest resulting from Lessee's failure to pay any Taxes hereunder after being invoiced for such by any U.S. federal, state, or local government, public authority, including its agencies, commissions and tribunals, or their designated agent that maybe imposed or levied on Lessee or Lessor by an appropriate statute or regulation that provides the authority for the imposition of taxes, fees, surcharges, and all other charges (collectively "Taxes") with respect to the provision, or use of the Leased Fiber will be paid by Lessee in addition to all other fees and charges as set forth elsewhere in this Agreement. Notwithstanding the foregoing, Lessee is not responsible for the payment of any type of tax levied on Lessor based upon Lessor's net profit, payroll, or income.
- b. When applicable, Lessee shall furnish Lessor with a valid and properly executed tax exemption/resale certificate(s) for any request of exemption from Taxes. Lessor shall not bill Lessee for any Taxes covered by a Lessor-approved exemption resale certificate or a Lessor-approved statement of indemnification.
- c. Lessee and Lessor agree to cooperate with each other and coordinate their mutual efforts concerning audits, or other such inquiries, filings, reports, etc., as may relate solely to the provision, sale, or use of purchases, activities, or transactions arising from or under this Agreement, which may be required or

initiated from or by Lessee, Lessor, or any duly authorized governmental authority relating to Taxes.

- d. To the extent that any payment of Taxes by Lessee is deemed by any taxing authority to constitute additional revenue that is also subject to the Tax imposed by that authority, Lessor shall "gross-up" the Tax reimbursement. The "gross-up" payment shall be an additional Lease Fee paid to Lessor in order for Lessor to receive the full agreed Lease Fee on an after-tax basis.

6. Rights-of-Way.

Lessor represents and warrants that it has secured (or will have secured by the Committed Delivery Date) and will maintain any right-of-way, easement, or other rights of access necessary for the installation and maintenance of the Fiber System.

7. Access and Use of Leased Fiber.

- a. Lessee represents and warrants that its use of the Leased Fiber shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, codes, and ordinances and all applicable franchises, rights of way, leases, licenses, contracts, and other material obligations to third parties with respect to or relating to the Fiber System and in full compliance with the terms and conditions of this Agreement.
- b. Lessor shall not use the Fiber System in a way that interferes in any way with or adversely affects the use of the Leased Fiber by Lessee. Lessee shall not use the Leased Fiber in a way that interferes with or adversely affects the operation of Lessor's Fiber System. In the event of interference caused by the Leased Fiber or any Lessee equipment, Lessor will deliver written notice to Lessee, and provide a reasonable amount of time to Lessee to end the interference. If Lessee is unsuccessful in doing so, Lessor may take reasonable steps necessary to end the interference. If Lessee is experiencing interference from the Fiber System or any party connected to the Fiber System, Lessee **will** notify Lessor through a request for Non-Routine Maintenance, and Lessor **will** take reasonable steps to end the interference as soon as possible. The parties will promptly cooperate to reestablish operations as soon as possible.
- c. The parties agree to cooperate with and support each other in complying with any requirements applicable to the Fiber System by any governmental or regulatory agency or authority. The parties agree to execute such further instruments as may be necessary or appropriate to carry out the intent of this Agreement.
- d. Lessee shall not cause or permit any part of the Fiber System to become subject to any mechanic's, materialman's, or vendor's lien, or any similar lien.

Lessor shall not cause or permit any of Lessee's rights under this Agreement to become subject to any mechanic's, material man's or vendor's lien, or any similar lien. If a party breaches its obligations under this section, it shall immediately notify the other party in writing and shall promptly take all steps necessary to cause such lien to be discharged and released of record without cost to the other party.

8. Maintenance.

- a. Lessor shall construct the Fiber System in compliance with all applicable regulations and in accordance with industry standards. During the Term, Lessor shall maintain the structural aspects of Leased Fiber in good operating condition, utilizing sound engineering practices, and in accordance with the maintenance and operation specification set forth in Exhibit B. In the event the Leased Fiber fails at any time to meet these specifications, Lessor shall immediately restore the Leased Fiber to meet the Specifications standards.
- b. Lessor may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical service it is obligated to provide hereunder, or it may have the underlying facility owner, or its contractor perform such obligations, at lessor's sole discretion.
- c. Each party shall notify the other party as soon as reasonably practicable of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber System that are known to it and that could reasonably be expected to adversely affect the Fiber System.
- d. If one or more Outages on Leased Fiber in any Order cumulatively exceed four (4) hours during the course of any calendar month, Lessor shall provide a credit to Lessee in the amount of one percent (1%) of the MRC for the affected segment for each full hour of Outage. For any single Order, in the event that more than (i) twenty-four (24) hours of Outage occur during a calendar month; or (ii) eight (8) hours of Outage occur during any three (3) months of a given six (6) month period during the Term, Lessee shall have a right to terminate the affected Order and shall have no additional financial obligation to Lessor for the Leased Fiber described in the affected Order beyond any unpaid amounts through the date of termination.

9. Relocation.

- a. Lessor shall give Lessee ninety (90) days' prior written notice of any necessary relocation. Lessee will cooperate in good faith with Lessor to facilitate such relocation, but Lessor shall be solely responsible for any cost and expense incurred by Lessor and Lessee in connection with any such relocation including, but not limited to. Any cost incurred by Lessor or Lessee to re-

establish dark fiber connections in a quantity and quality materially equivalent to those connections obtained by Lessee before the relocation, providing, to the extent commercially practicable, alternative fiber routes to the location served by the Leased Fibers or reimbursing Lessee for costs It incurs in obtaining alternative routes through another provider. Lessor will use best effort to minimize and avoid any disruption to Lessee as a result of such relocation. If, in the reasonable discretion of Lessee, a fiber relocation is expected to materially impact Lessee's network or systems, Lessee has the right to terminate the affected Order by providing written notice within thirty (30) days of receipt of Lessor's notice of the planned relocation. Lessor agrees not to relocate Lessee's equipment without Lessee's prior consent, which may be withheld in its sole discretion.

- b. If Lessor relocates Leased Fiber or any span of the Fiber System at the request of Lessee, Lessee shall pay for all reasonable costs and expenses incurred by Lessor related to such requested relocations; provided, that any such request was not due to or caused by problems or issues with the Leased Fibers.

10. Warranty.

- a. Lessor represents and warrants that its provision of the Leased Fiber shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, codes, and ordinances and all applicable franchises, rights of way, leases, licenses, and contracts, and other material obligations to third parties with respect to or relating to the Fiber System and in full compliance with the terms and conditions of this Agreement.
- b. Lessor shall maintain the Fiber System in good operating condition for normal use and in accordance with the Specifications outlined in Exhibit B.
- c. OTHER THAN AS SET FORTH IN THIS AGREEMENT, LESSOR MAKES NO WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEES IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER OR THE LEASED FIBER OR FIBER SYSTEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Indemnification.

- a. Each party shall indemnify, defend, and hold harmless the other party, its employees, officers, directors, subcontractors, and agents (each, and "Indemnitee") from and against all liability, loss, cost, damage, or expense (including reasonable attorney's fees) incurred by any Indemnitee that arises from or relates to the infringement of any third-party intellectual property

rights, any violation of federal, state, or local laws, rules regulations, ordinances, or orders, or any personal injury or property damage (including theft) caused by or resulting from the acts or omissions of such party, its employees, subcontractor, or agents.

- b. In connection with such indemnification, the Indemnitees will (a) promptly notify the indemnifying party in writing of any such claim and grant the indemnifying party control of the defense, and (b) cooperate with the indemnifying party, at the indemnifying party's expense, in defending or settling such claim; provided that if any settlement results in any ongoing liability to, or prejudices or detrimentally impacts the Indemnitees, and such obligation, liability, prejudice, or impact can reasonably be expected to be material, then such settlement shall require the Indemnitees' written consent. In connection with any such claim, the Indemnitees may have its own counsel in attendance at all public interactions and substantive negotiations at its own cost and expense.

12. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STRICT LIABILITY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOST BUSINESS DAMAGES IN THE NATURE OF LOST REVENUES, PROFITS, AND/OR GOODWILL REGARDLESS OF THE FORESEEABILITY THEREOF. NOTWITHSTANDING THE FOREGOING, THIS SECTION 12 SHALL NOT APPLY TO BREACHES OF SECTION 11 (INDEMNIFICATION), SECTION 22 (CONFIDENTIALITY), OR FOR ACTS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

13. Insurance.

During the Term, Lessor shall maintain no less than the following insurance:

Type of Coverage	Amount of Coverage
Worker's Compensation Insurance	Statutory Amount
Commercial General Liability Insurance, combined single limit personal injury and property damage on an occurrence policy form	With limits of at least \$2,000,000 combined single limit for each occurrence
Automobile Liability Insurance for owned, hired, and non-owned autos	With limit of at least \$2,000,000 combined single limit bodily injury/property damage

The limits set forth above are minimum limits and shall not be construed to limit liability. The Lessor shall provide proof of the insurance coverage set forth above

promptly following the Effective Date and thereafter upon reasonable request by Lessee. All such insurance coverage shall be with companies with a minimum Best's Rating of A-. Lessor shall add Lessee as an additional insured and provide a waiver of subrogation for such coverage. Any cancellation or termination of any coverage or any material adverse change in any coverage shall require thirty (30) days prior written notice to Lessee. Nothing in this Agreement shall be construed to prevent Lessor from satisfying its insurance obligations pursuant to this Agreement under a blanket policy or policies of insurance that meet or exceed the requirements of this Section 13.

14. Default and Termination.

- a. Unless otherwise provided herein, a party shall be in default of this Agreement if: (i) a petition under any of the bankruptcy laws is filed by or against such party and, if involuntary, is not dismissed within sixty (60) days after it is filed; (ii) such party becomes insolvent or ceases to operate as a going concern; (iii) such party breaches any term or provision of this Agreement; (iv) such party makes a general assignment for the benefit of creditors; (v) Lessee fails to make payments in accordance with Section 4; or (vi) a receiver, whether temporary or permanent, is appointed for the property of such party or any party thereof.
- b. In the event of a default, the non-defaulting party must provide written notice of such default including reasonable detail, and an opportunity to cure the default, if such default is reasonably curable, within thirty (30) days after receipt of such notice.
- c. Upon the failure by the defaulting party to cure any default in accordance with Section 14(b), the non-defaulting party may: (i) take such action as it determines in its sole discretion to be necessary to correct the default, at the expense of the defaulting party and (ii) pursue any legal remedies it may have under applicable law or principles of equity relating to such breach.
- d. Notwithstanding the foregoing, no termination of this Agreement shall affect the rights or obligations of any party hereto with respect to any payment hereunder for service rendered prior to the date of termination.
- e. Upon termination, Lessee will promptly disconnect and remove any network equipment and other equipment placed by Lessee in connection with this Agreement or any Order in a neat and orderly manner.
- f. Notwithstanding the provisions of this Section, the expiration or termination of this Agreement shall not affect the right or obligation of either party hereto with respect to the Sections of this Agreement entitled Indemnification,

Limitation of Liability, Insurance, Taxes, and Confidentiality with respect to matters or claims arising or accruing prior to expiration or termination hereof, or pursuant to any other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

g. Either party may terminate Service and/or this Agreement in the case of an uncured material breach of this Agreement by the other party. Lessee will remain liable for charges accrued but unpaid as of the termination date in the event of a breach by Lessee. Prior to the conclusion of the Initial Term, if Service and/or this Agreement is terminated either by Lessor for material breach by Lessee or by Lessee for any reason other than for cause, then Lessee will also be liable for a termination charge ("Termination Charge") of:

1. If termination occurs during the first twelve (12) months of Service, Lessee will pay (i) all undisputed accrued and unpaid charges for Service provided through the effective date of such termination, plus a Termination Charge of (ii) (A) one hundred percent (100%) of the MRCs for the terminated Service (or any fraction thereof), multiplied by the number of months, or portion thereof, remaining in the first twelve (12) months of Service, plus (B) fifty percent (50%) of the MRCs for the terminated Service (or any fraction thereof), multiplied by the number of months after the first twelve (12) months through the end of the thirty-sixth (36th) month of remaining Initial Term, plus (C) twenty-five percent (25%) of the MRCs for the terminated service (or any fraction thereof), multiplied by the number of months after the first thirty-six (36) months through the end of the Initial Term.
- n. If termination occurs after the first twelve (12) months, Lessee will pay (i) all undisputed accrued and unpaid charges for Service provided through the effective date of such termination, plus a Termination Charge of (A) fifty percent (50%) of the MRC for the terminated Service (or a fraction thereof), multiplied by the number of months after the first twelve (12) months through the end of the thirty-sixth (36th) month of remaining Initial Term, plus (B) twenty-five percent (25%) of the MRCs for the terminated Service or any fraction thereof), multiplied by the number of months after the first thirty-six (36) months through the end of the Initial Term.
- m. A Termination Charge will be waived when all of the following conditions are met: (a) Lessee discontinues Services and signs a new Form of Order(s) for any other Lessor-provided service(s); and (b) the new Form of Order(s) have a total value equal to or greater than 100% of the remaining prorated value of the existing Form of Order(s) (excluding any special construction charges or applicable nonrecurring charges).

15. Dispute Resolution.

- a. Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of thirty (30) days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek resolution by exercising any rights or remedies available to either party at law or in equity.

16. Governing Law.

The term of this Agreement shall be governed by the laws of the State of Idaho without regard to the conflicts of law provisions thereof.

17. Relationship of the Parties.

The relationship between the parties shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purpose, including, but not limited to a federal income tax purpose. In performing any of their obligations hereunder, the parties shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18. Notices.

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by first class mail (or its equivalent), postage prepaid, registered, or certified, return receipt requested, transmitted by facsimile (with the original to immediately follow), or by hand delivery (including by means of a professional messenger service or overnight mail) to each party at the notice address set forth below. Any such notice shall be deemed to have been duly given or served: (i) when delivered in person, (ii) one (1) business day after a deposit with an overnight delivery service for next day delivery, or (iii) three (3) Business Days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested; or (iv) on the date shown on the confirmation receipt, if faxed. Either party may, by similar notice given, change the notice address to which future notices or other communications shall be sent.

To Lessee:

Teton County School District #401
PO Box 775
Driggs, ID 83422
Telephone Number: (208) 228-5923

To Lessor:

Fall River Rural Electric Cooperative, Inc.
Attention: Bryan Case
1150 North 3400 East
Ashton, ID 83420
Telephone Number: (208) 652-7431

19. Waiver.

No failure, forbearance, neglect, or delay by either party in regard to enforcing this Agreement or exercising any rights contained in this Agreement shall affect or limit such party's right to strictly enforce same and shall not constitute or be implied as a waiver of any right to enforce same in the future.

20. Assignment.

This Agreement is not assignable by either party without the prior consent of the other party, not to be unreasonably withheld; provided, however, that either party may, upon written notice to the other party, assign this Agreement and all of its right and obligation under this Agreement to any Affiliate, "Affiliate" means any entity that now or in the future, purchases all or substantially all of the capital stock, asset, or business of Lessor or its parent entities or that otherwise directly or indirectly controls, is controlled with or by or is under common control with Lessor or its parent entities. For purposes of the foregoing, "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof or, (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other entity, fifty percent (50%) or more ownership interest in said entity; or the power to direct the management of such entity.

21. Force Majeure.

Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storm, earthquakes, or other natural occurrences, strikes or other labor unrest, power failure, terrorist activity, nuclear or other civil or military emergencies, act of legislative, judicial, executive, or administrative authorities, or any other circumstances that are not within its reasonable control and ability to prevent (a "Force Majeure" event): provided that the affected party make best commercial effort to remedy such violations as soon as reasonably practicable following such Force Majeure event. In the event of a Force Majeure event, the party who first becomes aware of the event shall promptly give written notice to the other party of such event.

22. Confidentiality.

The parties understand and agree that the existence, terms, and condition of this Agreement and all documents referenced herein, communications between the parties regarding this Agreement or the subject of this Agreement, as well as any financial or business information of either party are confidential ("Confidential Information"). Such Confidential Information shall not be disclosed by either party to any individual other than the directors, officers, employees, and attorneys of such party or agent of such party who have a need-to-know and who have specifically agreed to nondisclosure of the terms and conditions hereof. However, neither party shall be required to keep confidential any information that (i) becomes publicly available other than through the receiving party; (ii) is required to be disclosed pursuant to a governmental or judicial rule, order, or regulation; (iii) the recipient of the confidential Information independently develops without access to or use of the Confidential Information, or (iv) become rightfully available to the disclosing party without restriction from the third party. If either party is required by law or similar process to disclose any Confidential Information, it will provide the other party with prompt prior written notice of such request or requirement so that such party may seek an appropriate protective order and/or waive compliance with this section 22. The party whose consent to disclose information is requested shall respond to such request in writing, within five (5) Business Days of the request, by either authorizing the disclosure or advising of its election to seek a protective order, or if such party fails to respond within the prescribed period the disclosure shall be deemed approved. If a party chooses to seek an appropriate protective order, the other party shall refrain from disclosing such information (unless legally compelled to do so until the request for a protective order is resolved and shall then comply with any validly issued protective order).

23. Miscellaneous.

- a. The covenants, undertakings, and agreement set forth in this Agreement are solely for the benefit of and enforceable by the parties or their respective successors or permitted assignees.
- b. Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other right and remedies at law or in equity.
- c. The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions, or conditions hereof.
- d. In the event any term of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected. The parties shall cooperate in trying to replace the invalid, illegal, or unenforceable term with a valid term that attempts to achieve the same result.

- e. This Agreement may be amended only by a written instrument executed by the parties.
- f. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument.
- g. If any conflict or contradiction exists between the Agreement and an Order, the terms of the Order shall control.

24. No Publicity.

Neither party shall issue any press release or announcements, or any marketing advertising, or other promotional material, related to this Agreement or referencing or implying the other party or its trade names, trademarks, or service marks without the prior written approval of the other party.

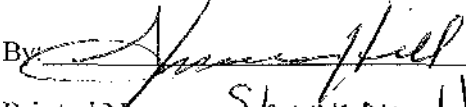
25. Entire Agreement.

This Agreement, including all Orders, Exhibits, and addenda hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, and agreements, whether oral or written.

[Signature page follows]

IN WITNESS **WHEREOF**, each party has caused this Fiber Lease Agreement to be executed by its duly authorized representative.

Fall River Rural Electric Cooperative, Inc.

By:  _____
Printed Name: Shannon Hill
Title: Manager of Information Technology
Date: July 31, 2023

Teton County School District #401

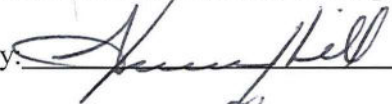
By:  _____
Printed Name: Van Johnson
Title: Chief Technology Officer
Date: 9/15/2023

EXHIBIT A

Segment	Demarcation A	Demarcation B	Route Miles	Fiber Quantity	Total Miles	Monthly Rate	One-Time Charge	Monthly Charge
*	Fall River Fiber Trunk	Construction to Teton School Dist. Three Sites					\$95,000.00	
1	Fall River Ashton Office	Teton School Dist. Driggs Data Center	42	4	168			
2	Teton School Dist. Driggs Data	Tetonia Elementary	12	4	48			
3	Teton School Dist. Driggs Data	Victor Elementary	16	4	64			
		First 200 miles of fiber at regular rate	200		280	\$20.83		\$4,166.00
		After first 200 miles at discounted rate	80		80	\$10.41		\$832.80
	Total One-Time Charge						Not Over \$95,000.00	
	Total Monthly Charge							\$4,998.80

* In order to begin this project Fall River Rural Electric will need a payment from Teton County School District that covers the actual material cost of the project. This amount will be determined at the time of placing the material order. This amount is part of the "One-Time Charge" above.

Fall River Rural Electric Cooperative, Inc.

By: 
 Printed Name: Shannon Hill
 Title: Manager of Information Technology
 Date: July 31, 2023

Teton County School District #401

By: 
 Printed Name: Van Johnson
 Title: Chief Technolgy Officer
 Date: 9/15/2023

EXHIBIT B
MAINTENANCE AND OPERATIONS
SPECIFICATIONS AND PROCEDURES

1. Defined Terms.

- a. "Routine Maintenance" is all preventative maintenance activities, upgrades, and repairs, including but not limited to those activities outlined in this Exhibit B.
- b. "Non-Routine Maintenance" is all effort and activities in response to an emergency circumstance that requires restoration.

2. General.

- a. Lessor's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Lessor shall have its first maintenance employee at the site requiring an emergency maintenance activity within two (2) hours from the time of the alarm identified by Lessor's NOC or notification by Lessee, whichever occurs first.
- b. Lessee shall utilize the Operations Escalation List provided by Lessor to report and seek immediate initial redress of exceptions noted in the performance of Lessor in meeting maintenance service objectives. Lessor may update the Operations Escalation List from time to time.
- c. Lessor shall perform all maintenance service and operations in a good, professional, and workmanlike manner and in accordance with all standards and specifications set forth in the Agreement and any Exhibit thereto. Lessor shall further perform all maintenance services and operations consistent with all applicable manufacturer's specifications, industry standards, building, construction, and safety codes, as well as any and all other applicable governmental laws, statutes, rules, regulations, codes, and ordinances. Lessor shall take all steps reasonably necessary to prevent impairment to the signal continuity and performance of the Leased Fiber. The precautions to be

taken by Lessor shall include notification to Lessee. In addition, Lessor shall reasonably cooperate with Lessee in sharing information and analyzing the disturbances regarding the Leased Fiber and/or Fiber System.

- d. Lessor shall notify Lessee at least seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a Lessor-planned activity is canceled or delayed for any reason as previously notified, Lessor shall notify Lessee as soon as reasonably practicable and shall comply with the provisions of the previous sentence to reschedule any delayed activity.
- e. Non-emergency work that is reasonably expected to produce any signal discontinuity must be coordinated between the parties and performed in accordance with Scheduled Maintenance Procedures. "Scheduled Maintenance Procedures" or "SMP" means a pre-arranged period of time reserved for performing certain work on Lessor's Fiber System work such as fiber rolls and hot cuts will also be scheduled utilizing SMP.
- f. Lessor may send email correspondence to Lessee regarding Routine Maintenance and Non-Routine Maintenance at an email address to be provided to Lessor by Lessee.

3. Fiber System.

- a. Lessor shall maintain the Fiber System in good and operable condition during the Term and to repair the fiber in a prompt and workmanlike manner.
- b. Lessor shall patrol the Fiber System and shall perform all required locates. Lessor shall have qualified representatives on site at any time another company is crossing the Fiber System or digging within four (4) feet of the fiber or, if aerial, use the attached escalation list to notify the utility provider. Lessor shall maintain all signposts along the Route with the number of the "call before you dig" organization.
- c. Lessor shall perform appropriate Routine Maintenance on the Fiber System in accordance with Lessor's then current preventative maintenance procedures. Lessor's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration.

- a. When restoring a cut fiber, the parties agree to work together to restore all traffic as quickly as possible. Lessor, immediately upon arriving on the site of the cut, shall determine the best course of action to be taken to restore the fiber and shall immediately begin restoration efforts.
- b. It will be the responsibility of Lessor and Lessee to report to one another any known environmental hazards that would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operations.
- c. Upon notification of interruption of fiber service, disrepair, impairment, or other need for repair or restoration of the Leased Fiber and the location of the damaged Leased Fiber, Lessor shall mobilize technicians to achieve necessary repair or restoration, including but without limitation, to have maintenance personnel at the affected site within two (2) hours after receipt of such notice with the required restoration material and equipment. If Lessee's use of the Leased Fiber is interrupted due to the occurrence of a Force Majeure event, the non-performing party will contact the other party and repairs and restoration will be made as expeditiously as practicable.
- d. The requirement for detection of the fault location is "as exact as possible" utilizing test records, fiber documentation, GPS coordinates, and OTDR test results of the affected Leased Fiber.
- e. Lessor's maintenance employees shall be responsible for correcting or repairing fiber discontinuity or damage, including, but not limited to, the emergency repair of the Leased Fibers. Lessor shall repair the Leased Fiber's traffic-affecting discontinuity as soon as reasonably practicable after learning of the discontinuity or the service affecting situation.

{End of Exhibit B}

EXHIBIT C
FIBER SPLICING AND TESTING
STANDARDS, SPECIFICATIONS, AND PROCEDURES

Lessor will perform all tests and meet the standards identified in this Exhibit C.

1. Fiber and Connector Standards.

1.1 Connector Standards.

Lessor shall use connectors with a UPC polish. The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameter will not exceed 0.5 dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

1.2 Field Splice Standards.

All splices shall be fusion splices. The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, Lessor shall restore the Fibers to this standard as soon as reasonably practicable. If after three (3) restoration splicing attempts, Lessor is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then the 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS).

1.3 Span Loss.

It is Lessor's responsibility to ensure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by Lessor. The attenuation as measured by a light source and power meter shall not exceed the following:

Maximum Allowable Attenuation per Fiber Span- $(A * L) + (0.1 * N) + (0.5 * C)$

A = 0.3 dB per kilometer (at 1550nm)

L = Optical length of cable measured in kilometers from OTDR trace

N = Number of splices in the span

C = Number of mated connector pairs in the span. The connector loss will not exceed 0.5 dB per mated pair.

14. Reflectance.

The maximum reflectance per event, as measured by an OTDR, shall not exceed 40dB.

2. Naming of Traces.

OTDR traces taken for bi-directional testing and the OTDR traces of the pigtail splice must be recorded and provided to Lessee. To name the traces, each party will provide alpha abbreviations for the sites. The 8-character file name plus 3-character file extension name should follow this example:

First four letters = source point

Numbers 5,6,7 = destination point

8th letter = wavelength

Extension = fiber number

Examples:

Springfield to Lebanon at 1550 nm, fiber 96 = sgfdlbn50.96

Springfield to Monett pigtail trace on fiber 1 = sgfdmntp.001

>NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED:

{End of Exhibit C}