

**Coeur d'Alene Tribe
Red Spectrum Communications**

INTERCONNECTION AGREEMENT # RSC 052017-0007 WITH NATIVE NETWORK

This Interconnection Agreement ("ICA") is entered into between the Coeur d'Alene Tribe, 850 A Street, ("Tribe"), by and through its company, Red Spectrum Communications, LLC ("Red Spectrum") and Native Network, Inc. ("Native Network"), located at 250 East Penny Road, Suite 200 Wenatchee, WA 9880. Red Spectrum and Native Network are collectively referred to herein as "Parties" and individually as a "Party."

Recitals

- A. The Coeur d'Alene Tribe is a sovereign nation, recognized by treaty, with its own government, unique culture and history, and
- B. Red Spectrum Communications, LLC is a wholly owned limited liability company of the Coeur d'Alene Tribe, and
- C. Red Spectrum retains the Coeur d'Alene Tribe's inherent sovereign immunity from suit, and
- D. Red Spectrum wishes to contract with an organization that possesses the skills and capabilities to provide services associated with establishing and maintaining a telecommunications infrastructure, and
- E. Native Network is a Competitive Local Exchange Carrier ("CLEC") as defined by 47 C.F.R. § 61.26 (a)(1).
- F. Native Network shall adhere to all duties and obligations as set forth by the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996 ("the Act").
- G. The foregoing Recitals are hereby incorporated into and made an integral part of this ICA.

1.0 Procedures to Request or Terminate Services.

1.1 Telecommunications Service Order Process.

- 1.1.1 Red Spectrum shall submit requests for services on the forms provided by Native Network or through Native Network's electronic order processing system ("Service Orders"). Red Spectrum shall submit a Service Order to Native Network for each service requested. Initial Service Orders agreed to by the parties are attached to this ICA. Additional Service Orders for services provided under this ICA shall be submitted to Native Network and shall reference the ICA Number RSC 052017-0007. All Service Orders are subject to the terms and conditions of the Master Service Agreement ("MSA"), applicable tariffs and this ICA.
- 1.1.2 Points of demarcation or interconnection for all services provided under this ICA, Service Orders or applicable tariffs must be mutually agreed upon in writing by the Parties.

1.2 Internet Service Order Process.

- 1.2.1 To order a service, Red Spectrum must execute the Service Order Form ("SOF") provided by Native Network. Red Spectrum may

- order additional services from time to time by executing additional SOFs. Red Spectrum shall attach its Internet Service Level Agreement ("SLA"), if applicable, to the SOF (typically as Exhibit A), and incorporated by reference herein and therein.
- 1.2.2 Upon receipt of a completed SOF from Red Spectrum, Native Network will email an order acknowledgment to Red Spectrum.
 - 1.2.3 Within five (5) business days following the issuance of the order acknowledgement, Native Network will:
 - a) accept the SOF by emailing a Firm Order Commitment ("FOC") date to Red Spectrum;
 - b) request clarification of information on the SOF, or
 - c) reject the SOF.
 - 1.2.4 Native Network is under no obligation to accept an SOF, and Red Spectrum may cancel a SOF upon written notice before Native Network issues a FOC date without penalty, fee or other obligation.
 - 1.2.5 After installing a service, Native Network will email an order completion letter to Red Spectrum.
 - 1.2.6 If the service does not conform to Native Network's specifications, Red Spectrum shall notify Native Network in writing within forty eight (48) hours of receipt of the order completion letter with evidence of such non-conformance included in the notice.
 - 1.2.7 If Native Network has not performed the installation by the Firm Order Confirmation (FOC) date due to Red Spectrum's failure to satisfy any of its obligations under the MSA related to installation, or if Red Spectrum begins using the service for any purpose other than acceptance testing, the service shall be deemed accepted and such date shall constitute the "Service Activation Date."

2.0 Rate Modification.

- 2.1 Native Network may modify rates in the form of new rates, charges, surcharges or through modification of existing rate elements which are used to determine rates and charges.
- 2.2 Native Network shall submit notice to Red Spectrum of all rate modifications under this ICA. Native Network, in accordance with this ICA and the MSA, shall submit invoices to Red Spectrum that reflect accurate charges according to the effective date provided in such notice.
- 2.3 Rate decreases and the offering of additional services may be effective immediately upon notice to Red Spectrum.
- 2.4 In the event Native Network increases Red Spectrum's rates, Red Spectrum may terminate the Service Order affected by such rate increase without penalty by giving Native Network written notice on or before the effective date of the rate increase.
- 2.5 Red Spectrum shall submit a completed Service Disconnect Request Form to Native Network for each service Red Spectrum wishes to terminate. Service Disconnect Request Forms are available upon request from Native Network.

- 2.6 Native Network shall discontinue services no later than forty-five (45) days after its receipt and acknowledgement of a completed Service Disconnect Request Form.

3.0 Network Modification and Maintenance.

- 3.1 Native Network reserves the right to modify its network, system configurations or routing configurations. Native Network may, at its sole discretion and without liability, change or modify the features and functionalities of a service or modify or replace any hardware or software in the Network or in equipment used to deliver any Service provided that this does not have a material adverse effect on the committed Service. Native Network may perform scheduled or emergency maintenance (including temporary suspension of Service as necessary) to maintain or modify the Network, Network Terminating Equipment or the Services. Native Network will give Red Spectrum such notice of the maintenance as is reasonably practicable in the circumstances, provided that, in the event of scheduled maintenance, Native Network will give Red Spectrum at least five (5) days' notice.

4.0 Compliance with Laws.

- 4.1 Native Network, upon reasonable notice to Red Spectrum, may cancel or suspend the provision of the whole or any part of any service which is determined to be a violation of, or no longer permitted under, any applicable law or regulation or of Native Network license in the jurisdiction.
- 4.2 Red Spectrum represents and warrants that to the best of its knowledge, Red Spectrum's services, products, materials, data, and information used by Red Spectrum in connection with this ICA as well as Red Spectrum's or other authorized third party end users of Red Spectrum, does not, and will not during the term of this ICA operate in any manner that would violate any applicable international, federal, state, or local law or regulation (including, without limitation, infringement of copyright or trademark, misappropriation of trade secrets, wire fraud, telemarketing sales rules, invasion of privacy, or obscenity).
- 4.3 Red Spectrum shall obtain all required licenses and permits, and shall comply with any laws that may be applicable to the provision and use of the Services by such authorized third party end users of Red Spectrum.
- 4.4 Further, Red Spectrum shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the FCC, a state Public Utility or Service Commission, or any other governmental body or agency having jurisdiction over its business ("Authorizations"). Upon the request of a Party, which request shall be no more frequent than once every six (6) months (unless based on a request or order of a government body or agency having jurisdiction over either Party), the other Party will provide copies of the requested Authorizations.
- 4.5 The Parties shall comply with their licenses and all laws applicable to this ICA and to their respective businesses.
- 4.6 Red Spectrum shall only resell or otherwise allow third party use of a service in accordance with all requisite approvals or authorizations to resell from governments or regulators in the jurisdictions where Red Spectrum resells.

- 4.7 Subject to the foregoing and except as set out in a Services Order, resale and third party use of a service for the purpose for which it was designed and provided is not prohibited by this ICA, provided that Native Network's performance obligations under this ICA are solely to Red Spectrum, and not to any third party.

5.0 Use of Services and Software.

- 5.1 Red Spectrum shall make a good faith effort to ensure that, to the best of its knowledge, neither it nor its customers or other authorized third party end users interfere with or disrupt other users of the services or of Native Network.
- 5.2 Red Spectrum shall use a service only for the purposes for which it is designed and provided.
- 5.3 Native Network hereby grants to Red Spectrum a personal, non-exclusive, non-transferable license during the term of this ICA to use, in object code form, all software and related documentation owned by Native Network ("Licensed Material") which may be furnished to Red Spectrum under this ICA solely for use with the service ordered. Red Spectrum shall not reproduce or copy any Licensed Material furnished under this ICA, in whole or in part.
- 5.4 Red Spectrum shall return any Licensed Material furnished under this ICA to Native Network at the conclusion of the term (or earlier termination) of this ICA.
- 5.5 Red Spectrum is solely responsible for (a) content of information and communications transmitted using the services, and (b) use and publication of communications and/or information using the services. Red Spectrum understands and agrees that Native Network is only an intermediary for the transmission of Red Spectrum and third party information, that Native Network plays a passive role as a conduit of information for Red Spectrum and third parties, and that Native Network neither initiates the transmission of information, selects the receivers of the transmission, nor selects nor modifies the information contained in the transmission.

6.0 Short Duration Traffic.

- 6.1 Short Duration ("SD") traffic refers to calls that are six (6) seconds or less in duration. Red Spectrum shall notify Native Network if it intends to exchange SD traffic.
- 6.2 Red Spectrum shall monitor its traffic for SD traffic. If SD traffic is sent to Native Network, certain call parameters apply as specified in the applicable Service Order. Absent a Service Order with SD parameters, all per minute rates (interstate long distance, intrastate long distance and local if applicable) assume at least 85% of calls terminating will be a duration of no less than six (6) seconds in length. If 15% or more of Red Spectrum's completed calls are equal to or less than six (6) seconds in length during any billing cycle, then Native Network may, in its sole discretion: (i) charge and Red Spectrum, in addition to Red Spectrum's current rates, a \$0.01 SD surcharge per call; and (ii) take curative action that may result in the modification, suspension or cancellation of Red Spectrum's Services.

7.0 Auto Dialing and Call Blasting.

- 7.1 Red Spectrum is prohibited from using auto-dialers, continuous call session connectivity, fax broadcasting, fax blasting, mass calling or any other blasting activities without written authorization from Native Network.
- 7.2 If Native Network has reasonable suspicion that Red Spectrum may be in violation of the foregoing prohibitions, Native Network, in its sole discretion, may take curative action that may result in the modification, suspension or cancellation of Red Spectrum's Services.

8.0 Notice.


Any notice under this ICA, unless otherwise specified herein, shall be made as specified in the MSA.

11.0 Amendments.

This ICA may be amended at any time by mutual consent of the Parties if such amendments are in writing and signed by each of them.

IN WITNESS WHEREOF, the Parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

**Coeur d'Alene Tribe
Red Spectrum Communications, LLC**

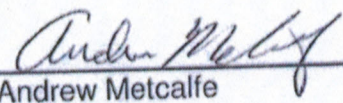


Valerie Fast Horse
Director, IT Department

9.14.17

Date

Native Network, Inc.



Andrew Metcalfe
CEO, President

9/12/17

Date