



## NON-EXCLUSIVE LICENSE AND RIGHT OF ENTRY AGREEMENT

This License and Right of Entry Agreement (“Agreement”) is entered into on the last date of signature below (“Effective Date”), by and between Kootenai County, a political subdivision of the State of Idaho, 451 N. Government Way, P.O. Box 9000, Coeur d’Alene, Idaho 83816 (“Licensor”), and Newmax, LLC dba Intermax Networks, an Idaho limited liability company, 7400 N. Mineral Drive, Suite 110, Coeur d’Alene, Idaho 83815 (“Intermax”). The Licensor and Intermax may be referred to individually as “Party” or collectively as “Parties”.

### RECITALS

WHEREAS, Intermax is the recipient of a Capital Projects Fund project from the Idaho Broadband Advisory Board to construct fiber-to-the-premises in Kootenai County, Idaho; and

WHEREAS, Licensor is the owner Kootenai County Parcel Numbers 53N03W116600 and 53N03W126600 (the “Parcels”) located within Intermax’s Capital Projects Fund project area; and

WHEREAS, Intermax desires to place fiber optic cable and related equipment within the boundaries of the Parcels to provide enhanced telecommunications services; and

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

#### **1. LICENSE AND RIGHT OF ENTRY:**

- a. In consideration of the mutual benefits and obligations set forth herein, Licensor hereby grants to Intermax a non-exclusive License for the installation, attachment, maintenance, modification, inspection, relocation, repair, upgrade, replacement or removal of any fiber optic cable, equipment and facilities and other communications accessories, equipment, apparatus, fixtures, hardware, appliances, and appurtenances and any other associated equipment (collectively, “Equipment”), as well as a non-exclusive right of entry to the Parcels for the Equipment, on, over, under, along, and across the Parcels.
- b. The Equipment shall be installed pursuant to the Construction Plans identified on Exhibit “A” attached hereto and incorporated herein by reference.
- c. All of the above grants and authorizations given by Licensor are to the extent necessary or desirable for Intermax to provide telecommunications services within its Capital Projects Fund project area and shall extend to Intermax’s authorized contractors and agents.
- d. The Equipment is not, and shall not be deemed to be, affixed to or a fixture of the Parcels. The Equipment installed by Intermax shall remain the exclusive property of Intermax.
- e. Intermax shall, at its sole cost, install the Equipment in accordance with generally accepted industry standards, applicable laws and regulations.
- f. As may be required, Intermax will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water,



electric, phone and sewer lines) that are located in areas in which Intermax intends to install the Equipment. Licensor shall not interfere with the markings designating such locations until installation is complete. Intermax shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Intermax installs any Equipment, to the extent such damage arises from Intermax's installation activities.

g. The Equipment shall not adversely affect recreational use of, or public access to, the Parcels.

h. Intermax shall, at its sole expense, repair and restore all material physical damage to portions of the Parcels damaged by Intermax to its condition existing immediately prior to such damage, regardless of whether such damage occurred during installation, operation, maintenance, or removal activities, normal wear and tear excepted.

i. Intermax shall mark the fiber with dome route markers to indicate location of installation on the Parcels.

2. **ACCESS:** Licensor shall provide access to the Parcels upon reasonable notice from Intermax during normal business hours, and only with Licensor's permission outside of those hours. Licensor shall not unreasonably withhold permission to access the Parcels.

3. **TERM:** This License shall be effective for so long as Intermax provides fiber optic cable internet and related services to the Parcels and utilizes the fiber installed therein.

4. **RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES:** If Licensor has private underground lines on the Parcels that could impact Intermax's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively "Impacted Private Lines") then both Parties shall, in advance of any underground construction performed by Intermax or its contractors, work together, to the best of their abilities, to research the existence of all Impacted Private Lines. In order to facilitate the existence of all Impacted Private Lines, Licensor provides the name and contact information for its authorized representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

After researching the existence of all Impacted Private Lines, the Parties agree to the following: (i) Intermax will determine the need to locate and mark Impacted Private Lines including, but not limited to, the methods and arrangements for same, and (ii) If deemed by Intermax necessary to do so, a qualified Intermax contractor shall locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Intermax.



In the event Intermax damages any clearly marked Impacted Private Lines along the routes or in the location in which Intermax installs any Equipment, and only to the extent such damage(s) arise from Intermax's Equipment installation activities on the Parcels, then Intermax shall promptly, within a reasonable period of time, repair said damage(s) to Licensor's reasonable satisfaction, after receipt of written notice from Licensor describing the scope and extent of such damage(s), which written notice, shall be provided to Intermax no later than thirty (30) days after Intermax's initial installation of Equipment

5. **REMOVAL AND ABANDONMENT OF EQUIPMENT:** Intermax may, within 90 days after the expiration or termination of this Agreement, elect to remove Intermax's Equipment or abandon in-place all or certain portions of Intermax's Equipment on the Parcels which, upon abandonment, shall be deemed the property of the Licensor, with clear title thereto passing immediately to Licensor at no cost to Licensor.

6. **LIMITATION OF LIABILITY:** INTERMAX MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE EQUIPMENT OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL INTERMAX OR LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

7. **HOLD HARMLESS; INDEMNIFICATION:** Intermax shall indemnify and hold harmless Licensor, its employees, and agents from damage to property and personal injury to the extent caused by Intermax's negligence or willful misconduct in the exercise of its rights herein, provided that Intermax shall not be liable for property damage or personal injury that is caused by the acts or omissions of Licensor, its employees, agents, or any other person.

8. **INSURANCE:** Intermax shall, during the term of the Agreement, maintain, at its sole cost and expense, (i) Commercial General Liability insurance in the amount of \$1,000,000 each occurrence covering (a) to the extent caused by acts of Intermax, damages to the Development and (b) the operations of Intermax on the Parcels; (ii) Auto Liability in the amount of \$1,000,000 each accident; and (iii) Worker's Compensation insurance in the amount of \$1,000,000 each accident.

9. **NOTICE:** All notices, requests and other communications under this Agreement shall be in writing, and shall be (a) delivered personally; (b) sent via FedEx or similar private express mail service (hereinafter "FedEx"); (c) sent via facsimile; (d) sent via e-mail, or (e) mailed, postage prepaid, and addressed as follows:

Intermax Networks



Attn: Michael R. Kennedy, President & CEO  
7400 Mineral Drive, Suite 110  
Coeur d'Alene, Idaho 83815  
[corporate@intermaxteam.com](mailto:corporate@intermaxteam.com)

Licensor:  
Attn:  
Address:

10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

11. **MERGER; AMENDMENTS:** This Agreement constitutes the final agreement between the Parties and replaces all prior-to or contemporaneous oral and written agreements. This Agreement may only be amended in writing signed by the Parties.

12. **SUCCESSORS OR ASSIGNS:** The terms, conditions, and covenants of this Agreement extend to and are binding upon Licensor, Intermax, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Development by operation of law or otherwise.

13. **COUNTERPARTS:** This Agreement may be executed in counterparts and each counterpart constitutes an original document. The Parties agree that fully executed electronic copies or facsimile copies of this Agreement are legally binding and shall act as originals for the purpose thereof. Signatures to this Agreement may be transmitted by electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.

14. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Agreement, and the remaining provisions shall be enforceable in accordance with their terms.

15. **NO WAIVER:** Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

16. **AUTHORITY:** Each Party represents to the other that this Agreement has been duly authorized, executed, and delivered by and on behalf of such Party and constitutes the valid, binding, and enforceable agreement.



IN WITNESS WHEREOF, the Parties have signed this Agreement as of the dates set forth below.

**KOOTENAI COUNTY  
BOARD OF COMMISSIONERS**

**NEWMAX, LLC  
DBA INTERMAX NETWORKS**

By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Printed Name: MICHAEL R. KENNEDY

Title: \_\_\_\_\_

Title: PRESIDENT + CEO

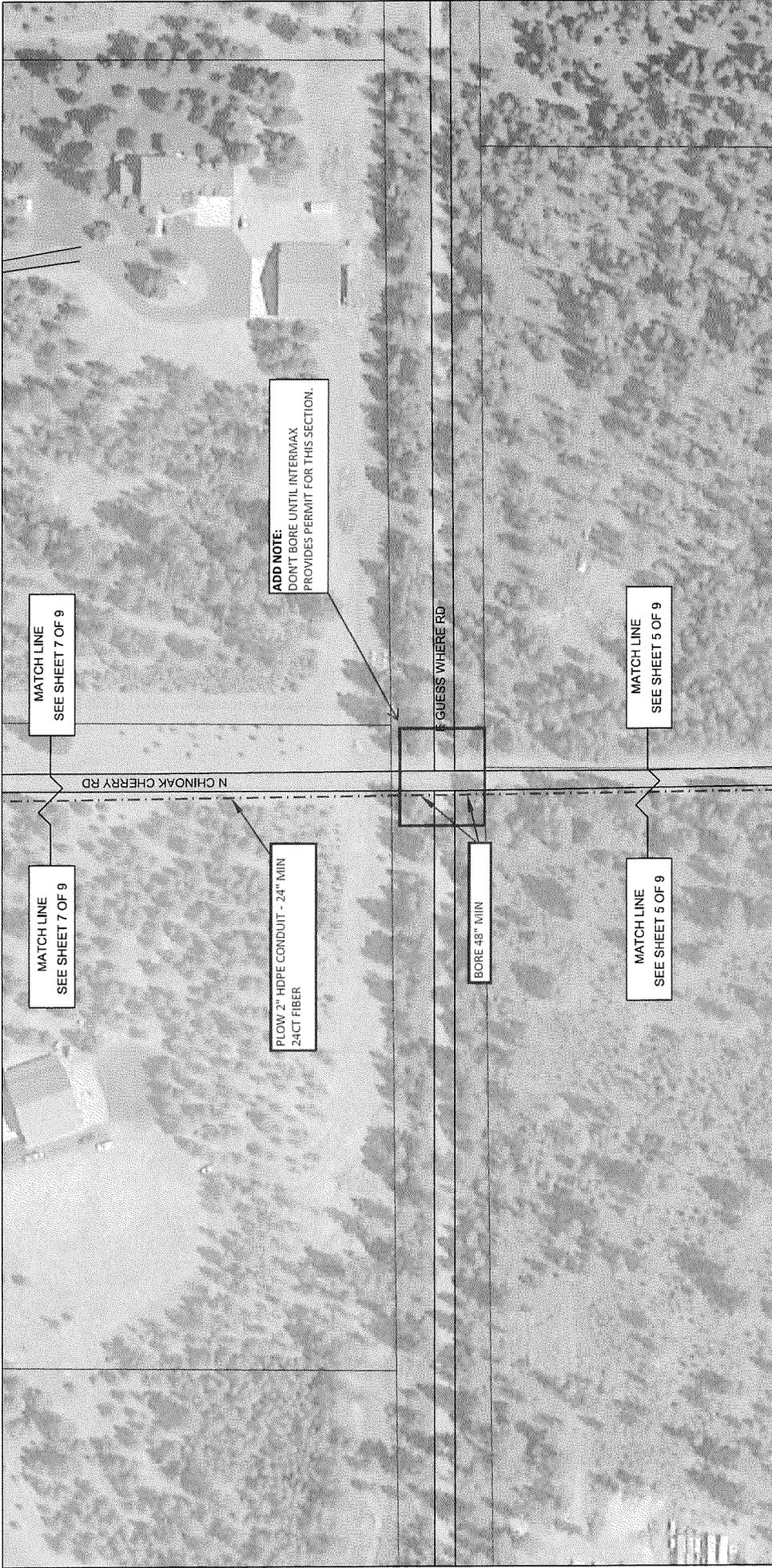
Date: \_\_\_\_\_

Date: SEP. 4, 2025

**ATTEST:**

\_\_\_\_\_  
Jennifer Locke, Clerk

Ex. A



**ADD NOTE:**  
 DON'T BORE UNTIL INTERMAX  
 PROVIDES PERMIT FOR THIS SECTION.

MATCH LINE  
 SEE SHEET 7 OF 9

MATCH LINE  
 SEE SHEET 7 OF 9

PLOW 2" HDPE CONDUIT - 24" MIN  
 24CT FIBER

BORE 48" MIN

MATCH LINE  
 SEE SHEET 5 OF 9

MATCH LINE  
 SEE SHEET 5 OF 9

GUESS WHERE RD

N CHINOAK CHERRY RD

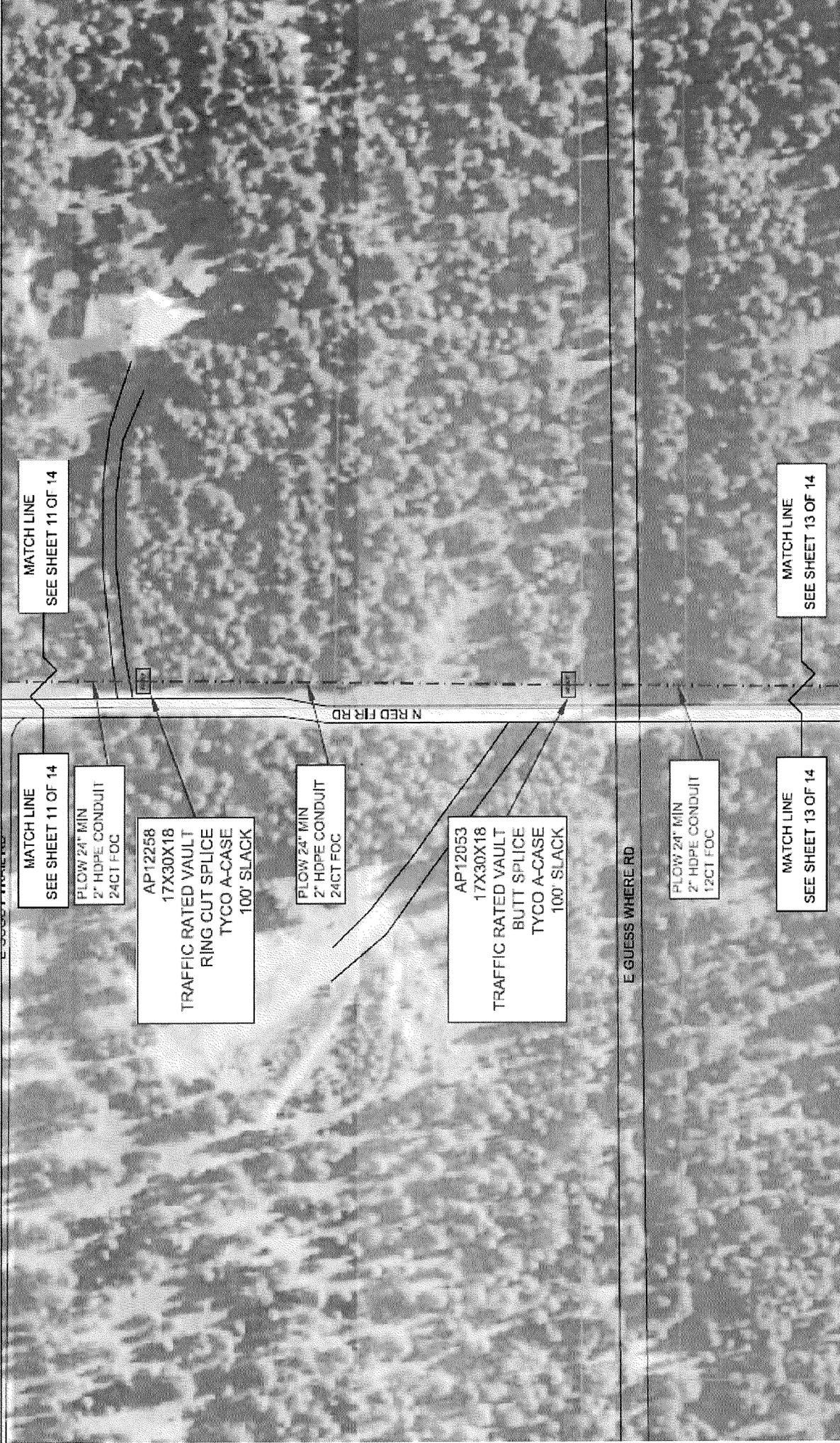
DATE		DATE	DRAWING REVISIONS
7-01-24			
SHEET			
6 OF 9			

7400 N Mineral Dr Ste 300,  
 Coeur D Alene, ID 83815  
 www.intermaxnetworks.com

**intermax**  
 NETWORKS

WALKING HORSE  
 N LONE MOOSE TRAIL

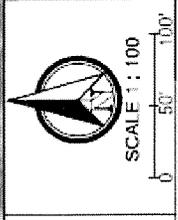
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DATE	DRAWING REVISIONS

**WALKING HORSE AIRPORT**

**intermax NETWORKS**



Mineral Dr Ste 300,  
 Alene, ID 83815  
 ermaxnetworks.com



September 4, 2025

Kootenai County Board of Commissioners  
P.O. Box 9000  
Coeur d'Alene, ID 83816

Re: Non-exclusive License and Right of Entry Agreement

Dear Board of Commissioners,

This letter is to confirm that, pursuant to Idaho Code § 67-2359, Newmax, LLC dba Intermax Networks is an Idaho limited liability company in good standing and is not owned by the Chinese government.

Sincerely,

A handwritten signature in black ink that reads "Caitlin D. Kling". The signature is written in a cursive, flowing style.

Caitlin D. Kling  
General Counsel  
Intermax Networks  
ISB 9565