

SETTLEMENT AND RELEASE AGREEMENT

This Settlement Agreement and Release (this “*Settlement Agreement*”) is entered into by and between Comcast Cable Communications Management, LLC for and on behalf of itself and its Affiliates (hereinafter collectively “*Comcast*”) and the Washington State Military Department (“*Department*”). Comcast and the Department shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.” “Affiliate” means an entity that (directly or indirectly) controls, is controlled by, or is under common control with, another entity. For purposes of the “Affiliate” definition, the terms “controls”, “controlled by” or “under common control with” shall mean the possession, direct or indirect, of the power to control the management of an entity, whether through the ownership of voting securities, by contract or otherwise.

RECITALS

Whereas, Comcast alleges that the Parties entered into two Master Services Agreements, #WA-22676663-BAren (dated 11/18/2020) and WA-22708076-SSt. (dated 1/18/2021) (the “*Agreements*”), against which the Department allegedly purchased certain Ethernet circuits from Comcast;

Whereas, the Department disputes that it had the legal authority to enter into the Agreements;

Whereas, in connection with the provision of the Ethernet circuits that Comcast alleges the Department ordered under the Agreement, Comcast incurred costs in connection with installing the same; and

Whereas, the Parties now desire to compromise and settle the dispute that exists between them regarding the Agreement and the provision of the Ethernet circuits thereunder (the “*Dispute*”).

Now Therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Settlement Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Comcast shall transmit an invoice to the Department in the amount of \$203,000.00. The invoice shall be sent to the following address:

Building 1, 1 Militia Drive
Camp Murray, WA 98430-500
Attn: Finance c/o Regan Hesse.

An electronic copy shall also be sent to regan.hesse@mil.wa.gov.

2. Within 30 days of its receipt of the invoice, the Department shall pay \$203,000.00 to Comcast.

3. The Parties acknowledge and agree that, as of the Effective Date (as defined below), (i) the Agreements and any Ethernet circuits (or other services) delivered or ordered thereunder shall be deemed terminated as the Effective Date, (ii) any active Ethernet circuits being provisioned under the Agreement shall be disconnected by Comcast at no charge to the Department, and (iii) except as set forth in this

Settlement Agreement, neither party shall have any further obligation under the Agreements or with respect to the services provisioned and/or ordered thereunder.

4. In consideration of the above, each Party hereby releases and discharges the other Party from any and all claims, demands, causes of action, damages, losses, expenses (including but not limited to attorney's fees), and liabilities whatsoever, known or unknown, whether in contract, tort, or by statute, arising out of or relating in any way to the Dispute.

5. It is understood and agreed that the Parties have entered into this Settlement Agreement voluntarily and with full knowledge and understanding of its terms. This Settlement Agreement is a compromise of the Dispute, and this Settlement Agreement must not, and shall not, be construed as, or deemed to be, evidence of an admission or concession of any fault or liability for any damages whatsoever on the part of either of the Parties. The Parties expressly deny any such fault or liability. The provisions of this paragraph shall not apply, however, to or in connection with any dispute or claims involving a breach or alleged breach of this Settlement Agreement.

6. It is further agreed that the Dispute, this Settlement Agreement and the terms of this Settlement Agreement ("***Confidential Information***") shall be confidential and disclosed to no one by either Party; provided, that, the terms of this Settlement Agreement may be disclosed in the following limited situations: (i) as required by law or a court of competent jurisdiction, including, but not limited to, as may be required under Washington's Public Records Act, Chapter 42.56 TCW; (ii) to the Parties and their respective partners, employees, consultants, attorneys and auditors as may be necessary to enforce the terms of this Settlement Agreement; and (iii) with the prior written consent of the Parties.

7. This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement described herein and all prior agreements and understandings related thereto are superseded, whether written or oral. It is further understood and agreed that this Settlement Agreement is intended to cover all actions, causes of action, claims or demands for, upon, or by reason of any damage, loss or injury, known or unknown, which may be traced either directly or indirectly to the Dispute. No alterations, modifications, supplements, changes, amendments, waivers, or termination of this Settlement Agreement shall be valid unless in writing and executed by the Parties. No waiver of any of the provisions of this Settlement Agreement shall constitute a waiver of any other provisions. The Parties agree and stipulate that in entering into this Settlement Agreement, they have not relied on any promises or representations other than those set forth in this Settlement Agreement.

8. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Settlement Agreement shall be judged invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalidity or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Settlement Agreement.

9. The Parties hereto expressly agree that this Settlement Agreement shall be binding on and inure to the benefit of themselves and their respective agents, representatives, officers, employees, successors, and assigns.

10. This Settlement Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to the conflict of law rules thereof.

11. This Settlement Agreement may be executed in counterparts as if each signatory hereto had signed the same document. A photocopied, faxed, or electronically scanned duplicate of a party's signature on this Settlement Agreement shall be given the same force and effect as an original signature.

12. The Effective Date of this Settlement Agreement is the date of the last signature of a Party to the Settlement Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the parties each have executed this Settlement Agreement as of the Effective Date.

WASHINGTON STATE MILITARY DEPARTMENT

By: _____

Name: _____

Title: _____

Date: _____

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By: _____
DocuSigned by:
CB Shawn Adamson
172084D281BA448...

Name: CB Shawn Adamson

Title: Vice President of Sales Operations

Date: 5/8/2023