

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2024-32

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR MASTER SERVICES AGREEMENT WITH GCI COMMUNICATION CORP. FOR DEDICATED INTERNET SERVICES

WHEREAS, the City of Unalaska is in need of dedicated internet services and issued a Request for Quote for such services; and

WHEREAS, pursuant to UCO 6.04.020, a contract requiring the payment of funds from the appropriations of later fiscal years shall be approved by City Council; and


WHEREAS, GCI has offered fiber optic internet service at the lowest cost for such services; and

WHEREAS, GCI is the most qualified and capable vendor to provide such services to the City; and

WHEREAS, it is in the best interest of the City of Unalaska to award a five-year agreement to GCI Communication Corp. for the provision of dedicated internet services.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into the attached five year Master Services Agreement with GCI Communication Corp. for the provision of dedicated internet services.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 2, 2024.


Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:



Estkarlen P. Magdaong
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Jacob Whitaker, IT Manager
Through: Patricia Soule, Finance Director
Through: Marjie Veeder, Acting City Manager
Date: July 2, 2024
Re: Resolution 2024-32: Authorizing the City Manager to enter into a five-year Master Services Agreement with GCI Communication Corp. for Dedicated Internet Services

SUMMARY: Following evaluation of quotes received, Staff recommends that the City enter into a five year contract with GCI for dedicated internet service. Resolution 2024-33 will accomplish this objective.

PREVIOUS COUNCIL ACTION: There has been no previous Council action related to the proposed agreement.

BACKGROUND: We currently have a 1-year dedicated fiber optic internet service contract with GCI for 45Mbps that will expire after September 30th, 2024.

DISCUSSION: A Request for Quote – Internet Service (RFQ) was issued on May 17th, 2024. A copy of the RFQ is attached. The deadline to submit quotes was June 21st, 2024. Quotes were submitted by OptimERA and GCI. The quotes were carefully reviewed, evaluated, and scored based on the criteria set forth in the RFQ.

Both OptimeERA and GCI provided quotes meeting the requirements of the RFQ, including dedicated fiber optic internet service with redundant backbone connectivity. When comparing the cost per 1Mbps over a 5 year contract period the fiber optic internet service offered by GCI confers a 15% savings compared to the same service offered by OptimERA.

We're recommending a five-year contract with GCI for dedicated internet service in order to purchase an 80Mbps service at a discounted rate, allowing the City to afford significantly more bandwidth than what's offered under a shorter contract term. This would provide the City with the most bandwidth at the lowest price, while continuing to conform to the FY25 budgeted amount for internet service.

The increased bandwidth and service quality will allow the City to accommodate the increasing demands both internally and externally for services that rely on quality, high speed internet access, including remote access, online collaboration, cloud hosting, and a multitude of other online services.

ALTERNATIVES: Alternatives include opting for a shorter 3-year service contract with GCI at 65Mbps at a similar price.

FINANCIAL IMPLICATIONS: The five-year agreement for an 80Mbps service will cost the City \$18,920 per month or \$227,040 annually which accords with the existing FY25 budgeted amount for internet service.

LEGAL: The City Attorney has reviewed and approved the proposed agreement.

STAFF RECOMMENDATION: We recommend that the City enter into a five-year contract with GCI for dedicated internet service beginning in FY25, based on the results of the bidding process that concluded June 21st, 2024. We believe GCI is offering the best service option for the City.

PROPOSED MOTION: I move to adopt Resolution 2024-32.

CITY MANAGER COMMENTS: I concur with the Staff Recommendation.

ATTACHMENTS:

- Proposed Master Services Agreement
- Memo to City Manager
- Request for Quote, Internet Service
- Bid Matrix
- Bid Evaluations
- Bids submitted



MASTER SERVICES AGREEMENT

MSA-P-XXXX

This Master Services Agreement (the "Agreement") is made and entered into as of the date of the last signature below ("Effective Date") by and between GCI Communication Corp. ("GCI"), an Alaska corporation, on its own behalf and on behalf of its affiliates and subsidiaries, having its principal place of business at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503 and CUSTOMER ("Customer"), having its principal place of business at ADDRESS (each a "Party" and collectively, "the Parties").

1. SERVICE ORDERS AND STATEMENTS OF WORK

- 1.1 Customer wishes to engage GCI to provide services as identified in one or more Service Orders and/or Statements of Work. Managed services and Telecom services are provided via Service Orders. Professional services are provided via Statement(s) of Work (SOW).
- 1.2 The specific terms and conditions applicable to the services ("Services") to be provided by GCI pursuant to this Agreement, including the description of the Services and the obligations of each Party in connection therewith, applicable rates, fees, commissions and charges, termination rights, performance obligations, and service parameters are or will be set forth in the Services Summary and attached Service Order(s) and Statement(s) of Work. The Services Summary, Service Orders and Statements of Work entered into between the Parties are incorporated into the Agreement by reference and are governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the Service Order(s), the terms of the Service Order will prevail. In the event of a conflict between the terms of this Agreement and a Statement(s) of Work, the terms of this Agreement will prevail. All references to the "Agreement" will be deemed to include this document and its attachments, together with any and all Change Orders and SOW Revision Orders. All requests for Service additions, deletions or changes to existing Service(s) on Service Order(s) requires a Change Order to be executed by the authorized Customer representative and GCI. Change Orders will include the addition or deletion of Service(s) or the modifications to existing Service(s) and will also include a new services and pricing page, Attachment A to reflect the charges. Changes to the Statement of Work (SOW) shall use a SOW Revision Order and will include scope and pricing changes. Once signed by the parties, Change Orders are incorporated into the Agreement by reference.

2. PAYMENT

- 2.1 Service Charges. Customer agrees to pay all applicable charges associated with the Service(s) (the "Service Charges") when due. Delinquent bills will be assessed a late fee and a monthly finance charge. Applicable State and Federal taxes will be passed through as the responsibility of Customer.
- 2.2 Pricing for Professional Services. A Statement of Work will include the type of pricing to be used for professional services. If the Statement of Work specifies that pricing will be on a time and material basis, labor rates will be inclusive of wages, overhead, general and administrative expenses and profit. Fixed hourly rates or project fees will be billed as identified in each Statement of Work.
- 2.3 Materials Required for Professional Services. Payment for equipment and materials for professional services will be defined in the Statement of Work. All equipment and materials will be FOB GCI Offices unless otherwise identified in the Statement of Work. All costs (purchase of direct project materials, project consumables, rental of necessary equipment, etc.) will be billed as identified in the Statement of Work. The administrative time to procure the materials / rentals, if applicable, will be billed per the provided rates in the Statement of Work. Equipment, hardware, software and other products purchased for Customer, may or may not be returnable. Returns will be determined on a case by case basis with GCI having the final determination. If returns are accepted, they may be subject to a 20% return fee plus shipping, handling and restocking costs as well as being subject to the manufacture's or distributor's return policies.
- 2.4 Partial Month Billing for Service Orders. Customer will be billed a prorated share of all applicable charges for Services on Service orders installed, terminated or re-configured during the course of a monthly billing cycle. Professional services will be billed as indicated in the Statement of Work.
- 2.5 Billing Commencement. The Service Charges, as identified in the Services Summary and Service and Pricing, Attachment A, begin as specified in the applicable Service Order or Statement of Work.
- 2.6 Collections. Customer agrees that if GCI incurs collection or other legal costs as a result of nonpayment, Customer will be liable for the total past due amount, any returned check fees, and the costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or legal costs upon judgment.
- 2.7 Deposit. A cash deposit or a commercial letter of credit may be required based on a Customer's financial qualifications and the combined value of all payments required under the service order.

3. TERM AND TERMINATION

- 3.1 Term. The term ("Term") of this Agreement will begin on the Effective Date and continue for five (5) years. Thereafter, it will be automatically renewed for successive 1-year periods for so long as there is an active Service Order or Statement of Work in place between GCI and Customer, or until either Party gives the other Party written notice of termination at least sixty (60) days preceding the end of the initial or any renewal term. Any such termination is subject to the requirements and obligations of this Agreement, including any Service Orders, and will be effective at the end of the then expiring term, or at such later date as set forth in the notice.
- 3.2 Termination by GCI. GCI may terminate Service if Customer materially breaches this Agreement, including by failure to pay any amounts invoiced for Services when due, and if Customer does not cure such breach within fifteen (15) days after notice given to Customer in writing. If GCI terminates Service prior to the end of the Term due to Customer's material breach, Customer will be responsible for paying any early termination fees set forth in the applicable Service Order or Statement of Work and unreturned equipment fees. GCI may terminate this Agreement or suspend Service without notice (i) in order to prevent damage to or degradation of its Internet network integrity; (ii) to comply with any law, regulation, court order, or other governmental request order which requires immediate action; or (iii) to protect GCI from legal liability.



MASTER SERVICES AGREEMENT MSA-P-XXXX

- 3.3 Termination by Customer. Customer may terminate one or more Services at any time subject to being charged any early termination fee set forth in the applicable Service Order or Statement of Work, and subject to any advance notice required by a Service Order or Statement of Work.
- 3.4 Effect of Termination. Customer must return any GCI Equipment upon termination or Customer will be charged for such unreturned equipment. Termination of any or all of the Services does not relieve Customer of the obligation to pay for past due amounts and Service Charges incurred through the date of termination. Customer will be responsible to pay for all costs associated with the early termination, including termination fees, demobilization costs, equipment and material return costs, or any such other cost GCI may incur. If a Customer receiving a bundled service discount terminates one or more bundled Services, GCI may reduce or eliminate the discount.

4. PREMISES AND EQUIPMENT

- 4.1 Service Equipment on Customer Premises. If access to any Customer building or related real property ("Customer's Premises") is required for the installation, maintenance, or removal of GCI Equipment or Customer Equipment used to provide the Service ("Service Equipment"), Customer will ensure that GCI has reasonable access to Customer's Premises and will identify and obtain any necessary third party consents and approvals, including but not limited to lessor consents and local land use approvals, if applicable. Customer will at its own expense be responsible for all site preparation activities necessary for installation of Service. Customer represents and warrants that Customer has good and marketable title or a good and valid leasehold interest to any portion of Customer's Premises where Service Equipment will be installed. Customer further represents and warrants that Customer's Premises are neither owned nor managed by the State of Alaska Department of Transportation and Public Facilities as an airport property, nor by any federal agency, including but not limited to the Bureau of Land Management, Indian Health Service, or Bureau of Indian Affairs. Customer shall defend, indemnify, and hold harmless GCI from any claims, suits, or enforcement proceedings, penalties, or relocation costs arising from or necessitated by breach of any representation or warranty provided by Customer in this paragraph.
- 4.2 Damage During Installation. Customer acknowledges that GCI may be required to perform internal wiring and other work at Customer's premises in order to install Service Equipment. Customer further understands that certain Service Equipment may be mounted to walls and ceilings in order for the Service to function properly. GCI will use commercially reasonable efforts to keep damage to walls, ceilings and premises to a minimum, but will not be responsible for repairing or returning Customer's premises to its original condition, except to the extent caused by GCI's gross negligence or willful misconduct.
- 4.3 GCI Equipment
- 4.3.1 "GCI Equipment" means all equipment and facilities installed or leased to Customer by GCI, except for Customer Equipment (defined below). GCI Equipment is for Customer's exclusive use only for purposes of using the Service during the Term and remains GCI's property. Customer agrees that it will not allow the GCI Equipment to be serviced by anyone other than GCI employees or agents. Except as otherwise provided in this Agreement, Customer may not permit any attachments to, alteration of, or tampering with the GCI Equipment. GCI may remove or change the GCI Equipment at its discretion at any time during the Term or following the termination of Service. Customer agrees that addition to, removal of, or changes to the GCI Equipment may interrupt Service. Customer agrees that the GCI Equipment must be returned to GCI at the end of the Term and that it will be in working order other than reasonable wear and tear. In the event the GCI Equipment is lost, stolen, damaged, destroyed, or otherwise not returned promptly, Customer agrees to pay the current replacement cost of the GCI Equipment.
- 4.3.2 GCI will use commercially reasonable efforts to maintain any GCI Equipment, to the extent such equipment is on GCI's side of the demarcation point, and subject to the noted exclusions. Unless specifically set out in writing, GCI will not provide or install any equipment on Customer's side of the demarcation point. During the Term, GCI will repair or replace defective GCI Equipment at no charge to Customer unless it is determined that Customer is responsible for such equipment failure. The cost of GCI service required to repair problems caused by Customer's failure to follow GCI's written instructions provided to Customer or by Customer's unauthorized repair, modification, or relocation of GCI Equipment, or by misuse or negligent acts, will be the responsibility of the Customer.
- 4.4 Customer Equipment
- 4.4.1 "Customer Equipment" means any Customer-owned, Customer-provided, or third-party hardware or software and that is used on the Customer's side of the demarcation point. GCI reserves the right to prohibit any Customer Equipment that it finds harmful.
- 4.4.2 Customer may not use or install any equipment on GCI's side of the demarcation point without permission from GCI in writing. GCI cannot guarantee that Customer Equipment will work with the Service. GCI may not be able to support or troubleshoot Customer Equipment and is not responsible for the ongoing maintenance of any Customer Equipment. Customer must cooperate with GCI in configuring and managing Customer Equipment in order to implement and operate the Service. GCI may, at its sole discretion, agree to service or troubleshoot Customer Equipment at Customer's request, at GCI's then-standard rates. Any such agreement by GCI must be in writing.

5. SECURITY, ACCEPTABLE USE, AND PRIVACY

- 5.1 Network Security. In an effort to provide a secure Service, GCI deploys industry-recommended security measures on its network. In addition, GCI recommends the use of firewalls and security/malware software to protect Customer's systems and data. It is Customer's sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files, and data. GCI is not responsible to Customer for unauthorized use of the Service or authorized access to Customer's data unless the unauthorized use or access results from GCI's failure to meet its security obligations stated in the Agreement. For terms applicable to the individual services GCI is providing to you, see the GCI Service Order for such service. GCI's obligations with respect to security of the Services are limited to those specifically set forth in this Agreement.



MASTER SERVICES AGREEMENT MSA-P-XXXX

- 5.2 **Account Security and Passwords.** Customer is responsible for maintaining the confidentiality of any passwords used to access or use the Services. Customer is fully responsible for all activities that occur under Customer's password or account, including any breach of the Agreement. Customer must notify GCI immediately upon learning of unauthorized access to the Service or Customer's account.
- 5.3 **Acceptable Use.** Customer agrees to comply with the Acceptable Use Policy when using the Service, which is available online at <https://www.gci.com/about/terms-conditions/acceptable-use-policy>. If Customer fails to comply, GCI may suspend or terminate Service. The Acceptable Use Policy may be changed by GCI from time to time without advance notice. In the event of such changes, the new Acceptable Use Policy will be posted online at the above link.
- 5.4 **Privacy.** Our Privacy Policy, which is available on our website at <https://www.gci.com/privacy-policy>, explains how GCI handles Customer's personal data, including the data that GCI collects and how we use it, and how we protect our Customers' privacy. By using the Service, Customer agrees to collection and use of data as described in the Privacy Policy. The Privacy Policy may be changed by GCI from time to time without advance notice. In the event of such changes, the new Privacy Policy will be posted online at the above link.
- 5.5 **CPNI Consent.** Under federal law, Customer has a right, and GCI has a duty, to protect the confidentiality of information about the amount, type and destination of Customer's wireless service usage. This information, called Customer Proprietary Network Information (CPNI), includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of GCI's service and related information in Customer's bills. It does not include Customer's name, address, or telephone number. GCI may use Customer's CPNI to provide or market GCI's wireless products and services to Customer, to protect GCI's right or property, to provide information to emergency personnel, and to protect Customer or others from fraudulent, abusive, or unlawful use of GCI's services. GCI also may use Customer's CPNI to comply with any law or legal process (such as a court order or subpoena). Customer's acceptance of the Agreement constitutes consent that GCI may use Customer's CPNI to market additional GCI services to Customer, including with third parties. Customer also consents to GCI sharing Customer's CPNI with other carriers to validate and/or accomplish any request for number portability into or out of GCI's Service. This consent survives the termination of Service and is valid until Customer removes it. To remove this consent at any time, notify GCI in writing by email at gciprivacy@gci.com or at the address set forth in Paragraph 8.4 below, providing (1) name, (2) Service address, (3) billing address, (4) telephone number including area code, and (5) service account number. Removing consent will not affect current Services.
- 5.6 **Pin Number.** The F.C.C. requires that customers set up and use a Private Identification Number ("PIN") when communicating with GCI to obtain certain information about, or to make certain changes to, its telephone account. Use of this PIN may be waived by the account owner or authorized account user, by contacting GCI Business Customer Service at 907-265-5454, or 800-800-7754 (Toll Free), with proper authentication ("PIN Waiver"). The PIN Waiver will remain in effect until revoked by the account owner.
- 5.7 **Content.** There may be content available through the Internet that is illegal, violates third party property or other rights, or is offensive. GCI is not responsible for the content contained on the Internet or otherwise available through the Service. GCI is not liable for any claims, losses, actions, damages, suits, or proceedings arising out of, or otherwise relating to, such content. Websites visited, or data received through the Service may contain viruses. It is Customer's sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files, and data. GCI may, but is not required to, suspend or terminate availability of the Service if a virus is found on any Customer Equipment or in any communications sent or received through the Service.
- 5.8 **Use of Service.** Customer may not use or permit another to use GCI Equipment or the Service for any unlawful purposes. Customer may not post or transmit through the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyrights, patents, trademarks, trade secrets or proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, that encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any law. Customer will not use GCI Equipment at any time at an address other than the service address specified in your account without GCI's prior written authorization. Customer agrees and represents that it will not resell or permit another to resell the Service in whole or in part. Customer acknowledges that it is accepting this Agreement on behalf of all persons who use GCI Equipment or Service at the service address and that Customer has sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer will be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Services. Customer agrees to use all commercially reasonable efforts to prevent unauthorized access to, use of, or interference with use of the Services, and must notify GCI promptly of any unauthorized use, access, or interference.

6. **SYSTEMS AND DATA.**

- 6.1 **Data Files.** Customer's data files and the data contained therein shall be and remain Customer's property. Customer's data shall not be utilized by GCI for any purpose other than that of rendering Services to Customer under this Agreement, nor shall Customer's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by GCI, its employees or agents.
- 6.2 **Systems.** Customer is wholly responsible for the integrity and security of its systems and data. Customer will back up all systems and data and, on a schedule, determined by Customer.

7. **PROFESSIONAL SERVICES.**

- 7.1 **Statement of Work.** A Statement of Work (SOW) will apply to professional services provided under this Agreement and will set forth a full description and scope of the Services to be provided by GCI.
- 7.2 **Network and System Downtime.** Many network installations and other professional services require scheduled server or network down time. GCI will work with Customer to schedule project work to minimize the number and duration of disruptions and down time. All scheduled server and network down time activities are estimated durations only and subject to change by GCI. Customer acknowledges that in order for GCI to pass along certain cost efficiencies to Customer, server and network down time will be scheduled during the office



MASTER SERVICES AGREEMENT MSA-P-XXXX

hours of 8:00 AM to 5:00 PM Alaska Standard Time, whenever possible. Customer's users can often still use their computers during scheduled down time but will not be able to access some or all of the network resources or services. Down time may be pre-scheduled during weekend and evening hours but will result in overtime charges for labor to Customer.

- 7.3 Professional Service Investigations. Customer's systems, software and hardware characteristics may vary significantly between successive test points and sample intervals or Customer project locations reviewed by GCI in developing a Statement of Work cost, schedule and project plan. Because of the inherent uncertainties in these initial project evaluations, changed or unanticipated conditions may occur that could affect the total Statement of Work cost for professional services, as well as schedule and project plans. These conditions and cost together with the project execution effects are not the responsibility of GCI.
- 7.4 Travel and Other Expenses.
- 7.4.1 Travel Expenses. All travel will be FOB GCI offices, unless otherwise identified in the Statement of Work. All travel cost including but not limited to airfare, vehicle rental, lodging, meals etc. will be billed as identified in the Statement of Work. If administrative time to secure the arrangements for personnel and material are to be billed to Customer, it will be indicated in the Statement of Work at the provided labor rates in the Statement of Work. While all efforts are made to estimate these expenses, the actual expense may vary due to factors such as availability of specific lodging, rental cars, and airfare or for other reasons outside of the control of GCI. GCI will occasionally book fares that allow for flight schedule changes with no prior notice or additional charge. This is occasionally necessary due to the inability to precisely predict length of some project engagements due to Customer scheduling restraints or other factors. Wherever possible, GCI will book the lowest cost flights.
- 7.4.2 Lodging. GCI will book hotel accommodations and separate rooms for each GCI employee assigned to a Statement of Work. Hotel accommodations are chosen that are clean, with private bathrooms and shower facilities and that are priced according to GCI's internal travel policies.
- 7.4.3 Rental Car. GCI may utilize one rental car for each day on-site in a remote location. A rental car helps speed delivery of service and reduces waiting charges associated with taxis, buses, or private transportation from a Customer employee. Should Customer elect to provide ground transportation, formal arrangements must be made with GCI at least one business day in advance of a GCI's arrival at the Customer's location. GCI will charge for actual travel time should Customer elect to provide ground transportation.
- 7.4.4 Per Diem. Per Diem charges, if applicable, will be defined in the Statement of Work.
- 7.4.5 Travel Time. Travel time will be charged per individual professional resource as stated in the Statement of Work. Travel time will start from the time the professional resource leaves GCI's office, until he/she arrives at the Customer's site. Travel delays once the professional resource has departed, due to weather or any other reason outside of the Company's control, will be charged to the Customer at the rate shown in the Statement of Work.
- 7.4.6 Freight. Customer is responsible for all Customer purchased equipment transportation costs and expenses. Any costs incurred by GCI will be billed to Customer.
- 7.5 Standard of Care, Warranty and Limitations.
- 7.5.1 The standard of care applicable to GCI's Services will be the degree of skill and diligence normally employed by professional and technical IT support companies providing the same or similar Services at the time GCI's Services are performed. GCI will re-perform any Service not meeting this standard without additional compensation, subject to Customer providing GCI written notice of such non-conformance within sixty (60) days from the date of Service completion (Project Statement of Work Completion) of the Services. In any event, GCI's liability under this Agreement shall be limited to the obligation to re-perform any work not meeting the Statement of Work project specification.
- 7.5.2 GCI will pass through to Customer any manufacturer or supplier's warranty on all equipment, hardware or software purchased through GCI. GCI will work with Customer to integrate equipment, hardware or software supplied by the Customer into the project specification. GCI makes no warranties, either expressed or implied, concerning compatibility of hardware or software supplied by the Customer and GCI will not be responsible for any loss of or corruption of data and or program files and/or loss of production due to network installation, network failure or network component failure.
- 7.5.3 GCI does not warrant that the GCI supplied professional services, equipment, hardware or software will be error-free or operate without interruption, latency or delay. Except as specifically provided in this Agreement, GCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. GCI exercises no control over and has no responsibility for Customer supplied equipment, hardware or software integrated into the project specifications and deliverables or content transmitted or accessible through the Service or any Customer connectivity service and disclaims any responsibility for the same.
- 7.6 GCI Personnel at Customer's Location. Customer agrees to provide GCI employees and subcontractors assigned to support the Statement of Work at Customer's location, a suitable place of work, which will comply with all applicable Federal, State and local health and safety laws and regulations. Customer will furnish to GCI copies of workplace conduct, health and safety and network rules and regulations so that GCI may instruct its personnel to abide by such rules and regulations. Customer agrees to provide GCI employees and subcontractors any Customer required safety and health training at Customers sole cost and expense. In the event the work described in any Statement of Work under this Agreement requires the use of any personal protective or safety equipment, Customer will supply such equipment at Customers sole cost and expense.
- 7.7 Changes to Statement of Work (SOW), Revision Orders.



MASTER SERVICES AGREEMENT MSA-P-XXXX

- 7.7.1 All Customer requests for professional service(s) that are not specifically itemized in the Statement of Work require an approved SOW Revision Order signed by Customer and GCI. SOW Revision Orders will include the statement of the change to be performed, a labor estimate based on GCI's time and material rates and an amended work schedule, if applicable. Changes or additions of material and equipment costs, including freight, handling and any additional project mobilization costs will be listed separately in the SOW Revision Order.
- 7.7.2 All executed Revision Orders will be considered attached to this Agreement as an addendum and subject to the terms and conditions of the Agreement. While GCI will provide an estimate of the anticipated cost and schedule impacts for each Revision Order, GCI makes no guarantee as to the actual cost and schedule impacts created by the approved Revision Orders. Customer agrees, GCI retains the right to direct a Revision Order under this Agreement, approved and paid by Customer, which captures the reasonable cumulative impact costs of all Revision Orders approved under the individual Statement of Work.
- 7.7.3 Changes in laws or regulations not known or foreseeable on the date of the Statement of Work execution, which have an effect on the cost or schedule of GCI's Services, are subject to a request for a Revision Order under this Agreement.
- 7.8 **Project Close Out**
- 7.8.1 GCI may send a notification of Project completion to Customer at the end of the project. GCI considers a project complete when all tasks have been completed and all deliverables turned over to the Customer. The Project (as detailed in the applicable Statement of Work) will be used as the guideline to determine Project completion.
- 7.8.2 GCI may request a meeting with Customer to review the Project completion report and to demonstrate the Project deliverables were completed. If there are any project deliverables Customer understands were not completed by GCI, such deliverables will be reviewed by GCI and a corrective action plan may be developed to satisfy any incomplete deliverables. If all tasks are found by Customer to be complete, Customer is expected to sign the project close out reports and GCI will close the project. If such signature is unreasonably withheld, GCI may invoice Customer for additional project management time.
- 8. LIABILITY AND DISPUTE RESOLUTION**
- 8.1 **Indemnification.** GCI will indemnify, defend and hold Customer, its affiliates and their officers, directors, employees and agents harmless from and against any third party claims, liabilities, losses, damages and expenses (including reasonable attorney's fees) ("Claims") incurred, relating to or arising out of (i) personal injury or real property damage caused by the negligence or willful misconduct of GCI or its employees or agents, and (ii) infringement of a U.S. patent right or copyright in connection with authorized use by Customer of the Services. Customer will indemnify, defend and hold GCI, its affiliates and their officers, directors, employees and agents harmless from and against any Claims incurred, relating to or arising out of (i) personal injury or real property damage caused by the negligence or willful misconduct of Customer or its employees or agents, (ii) infringement of a U.S. patent right or copyright in connection with use by Customer with the Services of equipment, software or services not provided by GCI, and (iii) misuse of the Services by Customer or any users of the Services in violation of this Agreement. The indemnified Party will provide the indemnifying Party with prompt written notice of any Claim and permit the indemnifying Party to control the defense, settlement, adjustment or compromise of any Claim. The indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The indemnified Party will have no authority to settle any Claim on the indemnified Party's behalf. Nothing in this Section will limit any other remedies of the Parties.
- 8.2 **Disclaimer of Warranties.** GCI does not warrant that the GCI equipment or services will be error-free or operate without interruption, latency or delay. Except as specifically provided in this Agreement, GCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. GCI exercises no control over and has no responsibility for content transmitted or accessible through the Service and disclaims any responsibility for such content.
- 8.3 **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, SALES, PROFITS OR DATA, WHETHER BASED ON BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY OF LIABILITY, EVEN IF EITHER PARTY WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. GCI WILL NOT BE LIABLE FOR LOSSES THAT RESULT FROM CUSTOMER'S OR ITS USERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE SERVICES; CUSTOMER'S OR ITS USERS' RELIANCE ON OR USE OF INFORMATION; SERVICE INTERRUPTIONS; LOSS, THEFT, OR DELETION OF FILES; OR ERRORS, DEFECTS, OR DELAYS IN OPERATION OR TRANSMISSION. GCI WILL NOT BE LIABLE FOR LOSSES DUE TO USE OF THIRD-PARTY PRODUCTS OR SERVICES. GCI'S LIABILITY FOR ANY ACTION OR INACTION WILL IN NO EVENT EXCEED GCI'S SERVICE CHARGES FOR A 12-MONTH PERIOD. This limitation of liability is an agreed-upon benefit of the bargain and remains in effect even if any remedy under the Agreement fails of its essential purpose.
- 8.4 **Arbitration.** Customer and GCI agree to resolve all disputes under this Agreement by binding arbitration. Each Party agrees to notify the other Party in writing of the nature of the dispute at least forty-five (45) days before initiating binding arbitration. The Parties will attempt to resolve the dispute informally. Any dispute between the Parties that cannot be resolved after forty-five (45) days will be finally resolved by a single neutral arbitrator in accordance with the Federal Arbitration Act ("FAA"). The arbitrator will have no power to make any award that provides for punitive or exemplary damages. The arbitrator may not consolidate more than one Party's claims and may not otherwise preside over any form of a representative or class proceeding. Any arbitration must be brought in the Party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If for any reason a dispute is permitted to be brought in court, the Parties both agree to waive any right to a jury trial in any court action. The Parties acknowledge and agree that the FAA governs this agreement to arbitrate, that the existence and validity of this agreement will be determined in accordance with the FAA, that any arbitration between the Parties will be conducted in accordance with the FAA, and that any state arbitration statute or procedure does not apply. The arbitration will be conducted by the American Arbitration Association ("AAA") under



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

its rules, in Anchorage, Alaska. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. The Parties will share the costs of arbitration equally unless the arbitration award provides otherwise. Each Party will bear its own fees, and the arbitrator will have no power to award attorney's fees except as may be permitted under the terms of this Agreement.

9. CONFIDENTIALITY

- 9.1 "Confidential Information" means information disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with the negotiation or performance of this Agreement, even if before the Effective Date, that is marked as confidential or would be understood by a reasonable person to be confidential in nature.
- 9.2 Neither Party may at any time during or after the termination of this Agreement (i) disclose any Confidential Information to any third-party except with the specific prior written consent of the Disclosing Party or as expressly permitted by the terms of this Agreement; or (ii) use the Confidential Information for any purpose other than to perform its obligations under this Agreement. Both Parties must use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information of like importance, but in any case, no less than reasonable care. Upon discovery of any disclosure or misuse of Confidential Information, the Receiving Party will notify the Disclosing Party and will act to prevent any further disclosure or misuse.
- 9.3 The Parties' obligation of confidentiality and restriction on use will not apply to information that: (i) at the time of disclosure was available to the public; (ii) after disclosure became available to the public by publication or otherwise by a person other than Disclosing Party; (iii) was in the possession of either party or its subsidiaries or affiliates at the time of disclosure; (iv) was received by either party from a third party without an obligation of secrecy; or (v) was or is disclosed to another party by the Disclosing Party or its agents or authorized representatives without a corresponding obligation of confidence.
- 9.4 Each Party is permitted to disclose Confidential Information as required by law or regulation provided, however, that the Receiving Party must (i) if not prohibited by law or regulation, give the Disclosing Party written notice promptly upon receipt of a disclosure requirement and before the disclosure is made; (ii) take reasonable actions and provide reasonable assistance to Disclosing Party to secure confidential treatment of the Confidential Information; and (iii) disclose only such Confidential Information as is required.

10. MISCELLANEOUS

- 10.1 Right to Modify Agreement. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended, or modified orally, or in any manner other than by an instrument in writing signed by all the Parties hereto.
- 10.2 Use of Services. Customer will not use the Service for any purpose which is illegal, unlawful, or harassing, which infringes upon another's intellectual property rights, or which otherwise constitutes network abuse, and Customer will be responsible for any such use of the Service by Customer or its users.
- 10.3 Trademarks. Neither Party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other Party.
- 10.4 Notices. Unless explicitly stated otherwise, all notices required or permitted under this Agreement must be in writing, delivered personally or by U.S. mail, facsimile or electronic mail (followed by hard copy, in the case of fax or email) to the respective addresses set forth below, or such other person and/or address as a Party may notify the other from time to time in writing, and will be deemed effective upon receipt.

Customer:

[See Primary Contact under Services Summary]

GCI:

GCI Communication Corp.
Attention: Corporate Counsel
2550 Denali Street, Suite 1000
Anchorage, AK 99503

- 10.5 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
- 10.6 Assignment. Neither this Agreement, nor any of rights or obligations herein are transferable or assignable by either Party without the other Party's prior written consent and any attempted transfer or assignment hereof not in accordance herewith are null and void.
- 10.7 Severability. If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties and the remainder of the provisions will remain in full force and effect.
- 10.8 No Waiver. Either Party's failure to insist upon or enforce strict performance of any provision of the Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between Parties nor trade practice will act to modify any provision of this Agreement.
- 10.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions.
- 10.10 Entire Agreement. This Master Services Agreement, along with any Service Orders, Statements of Work and any exhibits or attachments thereto, constitute the complete agreement between the Parties and supersedes all prior understandings or arrangements between them regarding the subject matter of this Agreement.
- 10.11 Intellectual Property. All materials, software, formulas, calculations, records, reports, and data developed in performance of this Agreement as well as any materials given by GCI to Customer pursuant to this Agreement will remain the exclusive property of GCI and will be returned to GCI upon written request or at the end of this Agreement.



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

- 10.12 Force Majeure. “Force Majeure Event” means any cause beyond GCI’s reasonable control and without the fault or negligence of GCI or its subcontractors, including but not limited to fire, flood, earthquake, volcanic activity, unusually severe weather, vandalism or external aggression to the communication facilities that is not attributable to GCI or its employees or agents, failure of satellite or plant structure, act of terrorism, sabotage, power outages outside of the reasonable control of GCI, tail circuit or local loop outage outside of the reasonable control of GCI, explosion, war, strike, embargo, pandemic, epidemic, government requirement, act (or failure to act) of civil or military authority, act of God, failure of a third party to grant or renew a materially required and non-substitutable right of way, permit, easement or other required authorization for use of the intended right of way (provided that GCI relief has used its commercially reasonable efforts to obtain the required right of way, permit, easement or other required authorization). No Party will be held liable for any delay or failure in performance of any part of this Agreement (other than the duty of payment) caused by a Force Majeure Event. If any Force Majeure Event occurs, the Party whose performance fails or is delayed because of such Force Majeure Event (“Delayed Party”) will promptly give written notice thereof to the other Party. The Delayed Party will use all commercially reasonable efforts to avoid or mitigate performance delays despite a force majeure condition, and unless the force majeure substantially frustrates performance under the Agreement, will restore performance as soon as the Force Majeure Event is removed.
- 10.13 Mutual Non-Solicitation. The Parties agree that during the Term and for a period of 12 months thereafter, neither Party, including such Party’s agents and Affiliates will directly, or indirectly offer employment to, employ, engage as an independent contractor, or otherwise obtain (or encourage any third party to retain) the services of any person employed within the preceding one hundred and eighty (180) days by the other Party or an Affiliate, who became known to such Party or its Affiliate in connection with the performance of this Agreement.
- 10.14 Representation on Authority of Signatories. Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

SERVICES SUMMARY

SERVICES SUMMARY INFORMATION	
Start Date:	Date of final signature
End Date:	Per Service Order as indicated below or in the pricing table per location in Attachment A or per Statement of Work.
This Services Summary includes and incorporates by this reference:	Services and Pricing, Service Location(s), and Service notes, (Attachment A). <ul style="list-style-type: none"> • Services SO-01, Attachment

THIS SERVICES SUMMARY is governed by this Master Services Agreement MSA (“Agreement”) and is effective as of the Date of the last signature below. Capitalized terms not defined in this Services Summary will have the meaning provided in the Agreement. By signing below, Customer represents that it is authorized to sign the MSA and this Services Summary, acknowledges that it has carefully read and fully understood the MSA, the Services Summary and all attachments, Service Orders, Statements of Work, Change Orders and SOW Revision Orders hereto, and agrees to be bound by its terms. Facsimile and electronic signatures will be binding for all purposes.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Master Service Agreement and Service Order Summary as of the date of the last signature below.

CUSTOMER

GCI Communication Corp.

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date Signed

Date Signed



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

ATTACHMENT A

This Services and Pricing page Attachment is subject to the terms and conditions of this GCI Master Services Agreement MSA ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and the Customer identified in this MSA ("Customer") (each a "Party" and collectively, "the Parties"), and upon execution by the Parties becomes a part of the Agreement.

1. **SERVICES AND PRICING.** Pricing for services on Service Orders is located in the tables(s) below and pricing for Professional Services is located in each Statement of Work, if applicable.

See: General Dispatch Support for Professional Services Pricing.

- 1.1 Only applicable for Monthly Recurring Charges: does not include taxes, regulatory surcharges, or non-recurring charges that may apply, amount billed to Customer may vary.

2. **SERVICE NOTES.**

None.

SAMPLE

City of Unalaska

Memo

To: Bil Homka, City Manager
CC: Patricia Soule, Finance Director
From: Jacob Whitaker, IT Manager
Date: 06/26/2024
Re: GCI Internet Service 5 Year Contract

We're recommending that the City of Unalaska enter into a 5 year contract with GCI for dedicated internet service beginning in FY25, based on the results of the bidding process that concluded June 21st, 2024. Please see the attached bid matrix and evaluations for the results of that bid process. Under a five year term the City can afford an 80 Mbps service, and we believe GCI is offering the best service at the best price for the City. GCI's bid with a 5 year contract confers a 15% savings over the equivalent service and contract offered by OptimeERA.

GCI's bid also includes service redundancy via Starlink's LEO satellite network. This will help ensure that the City doesn't suffer an internet service outage in the event the fiber optic cable is damaged.

Alternatively, if the City would prefer a shorter contract term, we're recommending that the City of Unalaska enter into a 3 year contract with GCI for dedicated internet service beginning in FY25, based on the results of the bidding process. Under a three year term the City can afford a 65Mbps service, and again we believe GCI is offering the best service at the best price for the City. GCI's bid with a 3 year contract confers a 9% savings over the closest equivalent service and contract offered by OptimeERA.

If you have any additional questions don't hesitate to ask.

Thanks,

Jacob Whitaker



CITY OF UNALASKA
Finance Department, Information Systems Division
REQUEST FOR QUOTE (RFQ) - INTERNET SERVICE

The City of Unalaska, Department of Finance, Information Systems Division ("City") requests quotes for internet service as set forth in this Request for Quotes. The deadline to submit quotes is **5:00 p.m. (AKDT) on June 21st, 2024.**

1. *Scope of Required Services.*

The City requires that the following services be provided at or delivered to Unalaska City Hall facility (server room), commencing on October 1, 2024:

- Dedicated fiber optic internet service: minimum acceptable speeds of 40 Mbps download and 40 Mbps upload with a service level agreement for minimum downtime, mean time for repairs, and latency;
- Internet service backbone connection redundancy
- Minimum of ten (10) public static IP addresses for the City; and
- Provide access to public DNS servers that support DNSBL queries (i.e. *not* Google, OpenDNS, etc.).

2. *Technical Specifications.* Vendors shall identify:

- The last mile delivery transport method should be specified if it differs from fiber optic;
- The redundant backbone connection should be specified if it differs from fiber optic; and
- Any additional technical specifications of the service the vendor proposes to provide.

3. *Required Quote.* Vendors shall quote the complete monthly charge, inclusive of all mandatory fees, service charges, and taxes applicable as of the date the quote is submitted, based upon a one-year service period. If the vendor has any mandatory non-recurring charges such as a set-up or initiation fee, the total amount of such fees applicable to the contract shall be clearly stated separate from the monthly charge.

4. *Optional Quotes.* In addition to the required quote, the City requests that vendors provide:

- Options for increasing bandwidth up to 200 Mbps download, and a quote or quotes for such service.
- Quotes or discounts available for multi-year contract options.
- A unit cost of each additional public static IP address beyond the ten addresses included in the required services.

5. *Proposed Agreement.* Vendor shall submit with their response a copy of their proposed agreement between the City and vendor to provide the requested services.
6. *References.* Include with the submittal three customer references for the purpose of service evaluation.
7. *Submission of Responses.* Vendors interested in responding to this request must submit their quote no later than **5:00 p.m. (AKDT) on Friday, June 21st, 2024**. Any quotes received after that time may not be considered. Facsimile quotes will *not* be accepted. The sealed cost quotes must be in a package clearly marked **CITY INTERNET SERVICE RFQ** and addressed to the City of Unalaska, and will be received at the following location:

City Clerk
City of Unalaska
43 Raven Way
P. O. Box 610
Unalaska, Alaska 99685

8. Only one response (including the required quote and any optional quotes the vendor chooses to provide) from any individual, firm, partnership, or corporation, under the same or different names, will be considered.
9. Vendors responding to this Request for Quotes shall be licensed to do business in the State of Alaska. The vendor shall obtain a City of Unalaska Business License prior to commencement of services or provide existing license number if already obtained. Services sold to the City are exempt from City of Unalaska sales tax.
10. If a contract is awarded, the insurance requirements set forth in Exhibit "A" – INSURANCE REQUIREMENTS shall be a mandatory requirement of the contract.
11. *Evaluation.* A review committee under the direction of the City of Unalaska, Department of Finance, IT Manager, will review the quotes based on the criteria below. A contract, if any, shall be awarded based on the committee's determination of the best overall value.
 - a. Total cost
 - b. Bandwidth options
 - c. Service level agreement (SLA) for uptime and performance
 - d. Delivery timeframe
 - e. Service redundancy
 - f. Reputation and references
 - g. Vendor experience and technical qualifications with a demonstration of the ability to perform the scope of services
 - h. Service migration complexity and/or potential service migration costs
12. *Notice of Intent to Award and Contract.* The City intends to issue a notice of intent to award by July 1, 2024 and enter into contract not later than August 1, 2024. Notwithstanding the foregoing, all quotes shall remain valid and open until August 16, 2024.

Request for Quote -2-

13. The City reserves the right to waive any and all irregularities in any or all submitted quotes. The City reserves the right to reject any or all quotes, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional quotes, and to reject the quote of any bidder if the City believes that it would not be in the best interest of the City to make an award to that bidder, whether because the quote is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time, or changes in the material specifications and to negotiate terms with the successful bidder. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
14. *Questions and Clarifications.* Direct any questions related to this Request for Quote to the IT Manager, Jacob Whitaker. The deadline for submission of questions is **June 18th, 2024**.

Mail: City of Unalaska
Information Systems Division
P. O. Box 610
Unalaska, AK 99685

Telephone: (907) 581-1251 x3303

Email: whitaker.jacob@ci.unalaska.ak.us

Request for Quote -3-

Workers' Compensation Policies. This provision applies regardless of whether or not the City and the State have received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, or Vendor shall be required to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.
6. **Verification of Coverage:** Before service begins Vendor shall furnish the City with Certificates of Insurance on standard Accord forms evidencing required insurance coverage, including all required amendatory endorsements. Failure to obtain the required certificates and endorsements prior to beginning service shall not waive Vendor's obligation to provide them and shall not affect the coverage provided to the City. Acceptance of Certificates of Insurance with deficient or erroneous coverage does not absolve Vendor from carrying and maintaining the required coverage.

Certificates of Insurance shall be prepared and mailed and/or emailed to:

Certificate Holder: City of Unalaska, Finance, IS, PO Box 610, Unalaska AK 99585

Email to: whitaker.jacob@ci.unalaska.ak.us and risk@ci.unalaska.ak.us

The City reserves the right to request complete, certified copies of full insurance policies, including endorsements.

7. **Sub-Vendors Coverage:** If the Vendor employs sub-Vendors to perform any work hereunder, the Vendor agrees to require such sub-Vendors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work or service hereunder, policies of insurance which comply with all requirements. This requirement is applicable to sub-Vendors of any tier. It is further agreed, that upon request by the City, the Vendor will provide copies of any and all sub-Vendor certificates of insurance and endorsements for review of compliance.
8. **Maintenance of Coverage:** Failure by the Vendor to maintain the required insurance coverage or to comply with the above, may, at the option of the City, be deemed Defective Work and remedied in accordance with the Service Agreement.
9. **Notification of Change in Requirements:** The City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, after 30 days prior written notification to Vendor.

Bid Matrix		RFQ: Internet Service FY25									
Budget		\$ 232,000.00									
Vendor	Annual Cost	Cost Per 1Mbps	Migration	Bandwidth	Primary	Redundancy	Backup	Term	DNSBL Comment		
OptimERA	\$ 268,656.00	\$ 3,358.20	Yes	80/80Mbps	Fiber	Yes	Starlink	5 Years	Yes		
GCI	\$ 227,040.00	\$ 2,838.00	No	80/80Mbps	Fiber	Yes	Starlink	5 Years	Yes		
OptimERA	\$ 215,220.00	\$ 3,587.00	Yes	60/60Mbps	Fiber	Yes	Starlink	3 Years	Yes No equivalent 65Mbps service offered		
GCI	\$ 221,640.00	\$ 3,409.84	No	65/65Mbps	Fiber	Yes	Starlink	3 Years	Yes		

Bids Received		5:00 p.m. June 21, 2024	
Vendor	On Time (Y/N)	RFQ Requirements Met (Y/N)	
OptimERA	Y	Y	
GCI	Y	Y	

Bid Evaluation Matrix

RFQ: Internet Service

Factor	Points Available	OptimERA	GCI
Total cost of eligible services for bandwidth options offered	50	40	50
Service redundancy	15	15	15
Simplicity of service migration	10	8	10
Service level agreement	10	10	10
Delivery timeframe	5	5	5
Reputation & References	5	5	5
Experience & Qualifications	5	5	5
Total	100	88	100

Scorer Name: Jacob Whitaker

Scorer Title: IT Manager

Scorer Signature: [Signature] Date: 6/25/24

Bid Evaluation Matrix

RFQ: Internet Service

Factor	Points Available	OptimERA	GCI
Total cost of eligible services for bandwidth options offered	50	45	50
Service redundancy	15	15	15
Simplicity of service migration	10	8	10
Service level agreement	10	10	10
Delivery timeframe	5	5	5
Reputation & References	5	5	5
Experience & Qualifications	5	5	5
Total	100	93	100

Scorer Name: Patricia Sun

Scorer Title: Finance Director

Scorer Signature: [Signature] Date: 6/25/24

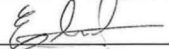
Bid Evaluation Matrix

RFQ: Internet Service

Factor	Points Available	OptimERA	GCI
Total cost of eligible services for bandwidth options offered	50	40	50
Service redundancy	15	10	10
Simplicity of service migration	10	7	10
Service level agreement	10	10	10
Delivery timeframe	5	4	4
Reputation & References	5	5	5
Experience & Qualifications	5	5	5
Total	100	72	95

Scorer Name: ERIK HERNANDEZ

Scorer Title: DEPUTY UTILITIES DIR.

Scorer Signature:  Date: 6/25/2024

Bid Evaluation Matrix

RFQ: Internet Service

Factor	Points Available	OptimERA	GCI
Total cost of eligible services for bandwidth options offered	50	40	50
Service redundancy	15	15	15
Simplicity of service migration	10	8	10
Service level agreement	10	10	10
Delivery timeframe	5	5	5
Reputation & References	5	5	5
Experience & Qualifications	5	5	5
Total	100	88	100

Scorer Name: Aaron Adams

Scorer Title: Network Admin

Scorer Signature:  Date: 6/25/24

Bid Evaluation Matrix

RFQ: Internet Service

Factor	Points Available	OptimERA	GCI
Total cost of eligible services for bandwidth options offered	50	40	50
Service redundancy	15	15	15
Simplicity of service migration	10	5	10
Service level agreement	10	10	10
Delivery timeframe	5	10	10
Reputation & References	5	4	5
Experience & Qualifications	5	4	5
Total	100	88	100

Scorer Name: Andre Kitsynuk

Scorer Title: Computer Specialist

Scorer Signature: [Signature] Date: June 25, 2024

Thank You for Your Consideration

Dear Mr. Jacob Whitaker,

Thank you for considering this proposal for GCI to continue as the City of Unalaska's telecommunications partner. Over the past 40 years, we have been building the most advanced network in Alaska, with the most robust suite of enterprise business solutions designed to help organizations like yours succeed.

Unalaska needs a partner with decades of experience delivering high-quality network solutions to cities across Alaska, and we would value the opportunity to continue our relationship with the City of Unalaska utilizing our newest subsea fiber installation along the Aleutian chain. At the end of 2022, GCI turned up 2 gig internet service in Unalaska and now provides multiple speeds and plans at standard urban rates.

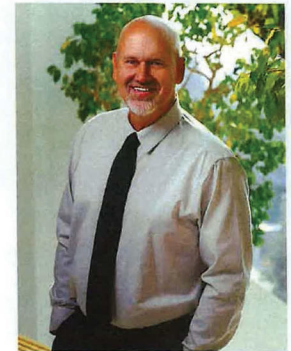
Our proposal includes proven technologies and success-based methodologies for providing you with exceptional service – both today and in the future. We propose delivering a new dynamic service that combines GCI's proven **Dedicated Internet Access (DIA)** with multi-path diversity utilizing Starlink's **LEO (low earth orbit) satellite** service. All services can be customized to meet your specific needs.

As requested in the RFQ, GCI's references, business license, and proposed service contracts are provided at the end of this proposal for your examination and we agree to the City of Unalaska's insurance requirements. We are happy to adjust this proposal to account for any changes in service requirements or plans for the future growth of your organization. I will be the primary individual assigned to this project.

Feel free to reach out to me directly with any questions. I look forward to working with you.

Sincerely,

Jeff Glaser
Account Director
(907) 868-5899
jglaser@gci.com



Jeff Glaser

Empowering Public Sector



For decades, Alaska's federal, state, local and municipal organizations have been modernizing their technology infrastructure through the adoption of new technology services and communication solutions. Despite the harsh environment, vast distances and often remote locations, Alaska's municipalities have been able to modernize their services to meet the needs of Alaska's citizens. As a vital member of Alaska's thriving communities, you deserve to partner with a communications technology leader who not only understands the operational challenges you face but also knows how to translate obstacles into opportunities.

GCI has dedicated itself to providing Alaskans with the connectivity they need to succeed. As an Alaska-born company with more than 40 years of experience in delivering exceptional connectivity, we know what it takes to live and work in the most remote places and challenging environments in the country. Today, GCI is Alaska's largest homegrown company, employing over 1,800 people in more than 240 communities across the state. Looking ahead to the next 40 years, we are working to anticipate the needs of our customers and bring next generation networks and services to market.

As your service provider, we will empower you with the robust tools and service solutions you need to realize your goals and objectives. Our working philosophy is based on integration, agility and customer enablement. Combined, these traits create a platform for service delivery that will be responsive to any present and future needs.



Integration

End-to-end services available through a unified ecosystem of partners held to the same quality and performance standards.



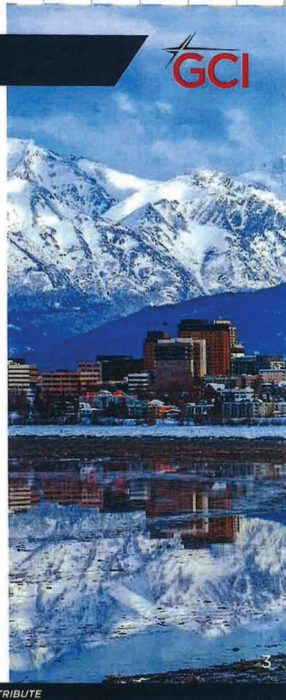
Agility

Customers can rapidly move, add, change, and configure services via a digital interface.



Customer Enablement

Access to personalized service and support enhanced through predictive analytics.



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Dedicated Internet Access



GCI's Dedicated Internet Access (DIA) delivers more Internet, at faster speeds, than any other provider in Alaska. Our services are connected through company-owned fiber optic, satellite, and metropolitan area network facilities to the Lower 48 states—making it the only broadband platform of its kind in Alaska.

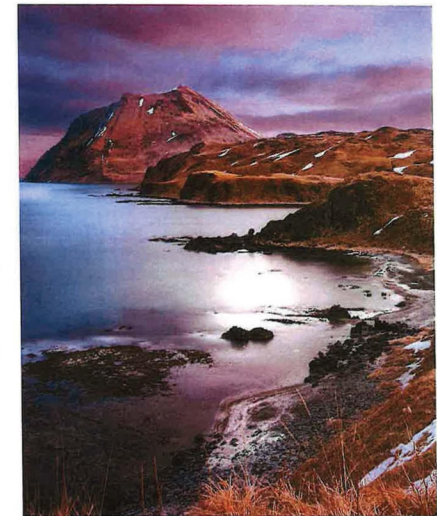
Over the last year, GCI's \$100m investment in running subsea fiber along the south coast of the Aleutian Island chain has brought modern high-speed internet to communities like Unalaska and Dutch Harbor, at competitive urban rates.

DIA Benefits

- **Network Stability:** Get the most diverse and redundant network in Alaska with features that include high-speed connections to multiple upstream providers that ensure a minimum of 99.95% availability.
- **Scalable Bandwidth:** Gain the speed that your organization needs with unlimited bandwidth options.
- **Unlimited Data:** Benefit from truly unlimited internet with no throttling or overage charges.
- **Network Monitoring:** Protect network connectivity with continual and real time monitoring at our Technical Assistance Center (TAC) with alarms being processed within 90 seconds.

Custom Network Service-Internet

- **Redundant Pathways:** Create a comprehensive and secure network with geographically diverse facilities and redundant infrastructure such as GEO and LEO satellite, microwave, fiber, cellular, etc.



4

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Your Dynamic Internet Solution



As your partner, GCI has worked with the City of Unalaska to provide the best available technology solutions. Our hope is to continue as your trusted partner, supporting your goals and meeting the resource demands of the City today and in the future.

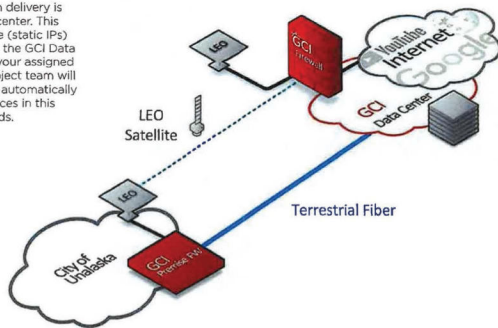
Flexible Design

The backbone of this solution is GCI's new Dedicated Internet service with multi-path diversity. Your location will have two paths: a Fiber path and a LEO Satellite path. Our solution can dynamically route traffic between these paths to offer the performance you know and trust with improved reliability and throughput capability. This solution offers unbeatable uptime, reliability, and performance in a simple, easy-to-use package.

The key to the new Dedicated Internet with multi-path delivery is the use of a firewall both on premise and at our data center. This configuration will ensure your assigned public IP range (static IPs) remains available. The public static IPs will be set up in the GCI Data Center, allowing you to have uninterrupted access to your assigned IP space regardless of the active service path. Our project team will install services that monitor the primary Fiber path to automatically failover to the LEO Satellite path if necessary. All services in this solution can be customized to meet your specific needs.

Next Generation Solution

This solution is designed to be future-proof. By building a flexible design that leverages SDWAN gateways, the City of Unalaska will be positioned to take advantage of new technology as new transport solutions evolve and become available. This approach enables increased bandwidth, security, and higher resiliency, along with potential future benefits, all without putting your current service and performance at risk.



Delivering Your Service



Project Kick-off

Team introductions. Outline delivery milestones and communication plan.

2 Days

Planning

Complete engineering design. Configure equipment and schedule install activities.

14-20 Days

Installation

Implement network equipment on location. Bring network into operation. (Per location.)

2-4 Days

Quality Control

Confirm proper network functionality. Assure highest quality levels.

4 Days

Customer Acceptance

Verify service delivery by customer.

2 Days

Operations Hand-off

Review network diagrams and technical support requirements. Transition to Business Technical Support.

2 Days

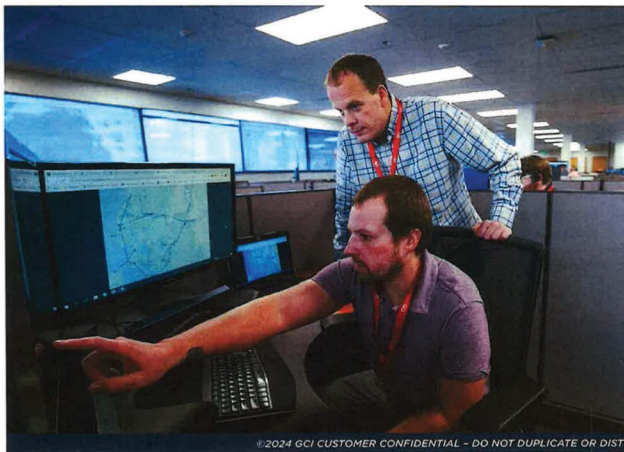
*Sample timeline for single-site delivery. A detailed timeline will be provided based upon final service selections.

24x7x365 Support



A core component of supporting your technical requirements is understanding the critical nature of your mission and providing a comprehensive tiered service and support approach. Our Business Technical Support (BTS) team provides 24/7/365 support including proactive monitoring, management and escalations for all events that arise on services and infrastructure.

Business Technical Support: (833) 844-4242



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Service Level Commitments and Customer Communication Targets

Phone Call: 24x7x365 access to highly skilled and certified technicians and engineers. Target call answer time is 60 seconds or less.

E-mail Response Times: Within 1 hour.

Outage Notification: Within 15 minutes of the time the outage or degradation reported, or an alarm generated.

Restoration Notification: Within 15 minutes of the time of restoration.

Escalation: BTS team members have the authority to escalate at any time. The customer will be kept updated on incident resolution status on a regular basis until the escalated event is resolved.

Continuous Monitoring

GCI provides a customer premise router to allow technicians to remotely monitor and manage delivery all the way to the customer premise.

IP Addresses and Routing

GCI can assign a routed block of IPv4 and/or IPv6 addresses, which can scale up or down and switch facilities as needed.

7

Pricing



Monthly Recurring Costs

Bandwidth	1-Year Term	3-Year Term	5-Year Term
40 Mbps	\$18,280	\$15,650	\$13,890
45 Mbps	\$19,650	\$16,800	\$14,920
50 Mbps	\$21,036	\$17,986	\$15,952
55 Mbps	\$21,560	\$18,430	\$16,350
60 Mbps	\$22,060	\$18,860	\$16,720
65 Mbps	\$22,780	\$18,470	\$17,260
70 Mbps	\$23,460	\$20,040	\$17,770
75 Mbps	\$24,240	\$20,710	\$18,350
80 Mbps	\$24,990	\$21,340	\$18,920
85 Mbps	\$25,700	\$21,950	\$19,450
90 Mbps	\$26,410	\$22,550	\$19,980
95 Mbps	\$26,930	\$23,000	\$20,370
100 Mbps	\$27,958	\$23,860	\$21,144
150 Mbps	\$41,587	\$35,454	\$31,366
200 Mbps	\$55,216	\$47,008	\$41,588

Additional Information:

This quote is valid for 60 days from 6/21/2024.
Local loops are included.
All quotes based on service availability.

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8

References



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ALASKA'S MOST ADVANCED NETWORK®

We look forward to working
with you and your organization.

Please contact Jeff Glaser at (907) 868-5899
or jglaser@gci.com with any questions.

Alaska Business License # 128684

Alaska Department of Commerce, Community, and Economic Development
 Division of Corporations, Business, and Professional Licensing
 PO Box 110806, Juneau, AK 99811-0806

This is to certify that

GCI COMMUNICATION CORP

2550 DENALI ST, SUITE 1400, ANCHORAGE, AK 99503-2751

owned by

GCI COMMUNICATION CORP.

is licensed by the department to conduct business for the period

November 16, 2022 to December 31, 2024
 for the following line(s) of business:

23 - Construction; 51 - Information



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner



CUSTOM NETWORK SERVICE - INTERNET SERVICE ORDER
B/MSA-XXXX-SO-XX
ATTACHMENT

This Service Order is an attachment to Service Order Summary of the MSA ("Service Order Summary") and subject to the terms and conditions of the GCI Master Services Agreement MSA ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and the Customer as identified in the MSA ("Customer") (each a "Party" and collectively, "the Parties"). By executing the Service Order Summary, Customer agrees to be bound by the terms and conditions of this Service Order.

1. **SERVICES AND PRICING.**
 - 1.1 **Services and Pricing.** Services and pricing are set forth in the Services and Pricing page, Attachment A in the Agreement or Change Order.
 - 1.2 **Payment Terms.** These amounts are exclusive of any taxes, surcharges, fees, assessments, or recoveries reasonably determined by Company to be imposed on Customer or Company as a result of use of the Service. All charges must be paid by the Customer within 30 days of the respective invoice date. Overdue payments shall bear a one-time late charge and shall be charged a per month finance charge from the original billing date.
 - 1.3 **Start of Billing.** Charges will initiate when the Service is delivered to the location(s) as stated in Section 4.2 ("Service Delivery and Billing Commencement Date").
 - 1.3.1 If the Service is provided using a Local Exchange Carrier ("LEC") circuit and Customer chooses to delay the beginning of Service after the LEC circuit is installed, Company will still bill the customer for the LEC circuit at the time of installation. LEC installation and local line charges noted on the invoice are controlled by a tariff that is subject to change without notice. Actual LEC charges will be used for invoicing. Installation charges do not cover any time or materials that may be required to extend the circuit from the LEC termination point to the physical location where any Company demarcation equipment will be installed.
 - 1.4 **Pricing Changes.**
 - 1.4.1 During the Initial Term for Term Agreements: Company will not automatically change the pricing for existing term agreements. If Company reduces the pricing of its Internet service, customers may take advantage of reduced pricing by entering into a new term agreement that extends the term beyond the expiration date of their current term agreement.
 - 1.4.2 After the Initial Term or for Month-to-Month Agreements: Revisions of the applicable rates and charges which result in any price increase or any material modification of the Service will become effective sixty (60) days after Company provides written notice to the Customer of its intent to revise such rates or Service. In the event that the Customer receives such notice, the Customer may elect, upon written notice to Company, to discontinue service. If a price change results in a net decrease to the customer's monthly charge, Company will adjust the customer's bill to reflect the reduction but is not obligated to notify customer.
 - 1.5 **Service Moves and Changes.** If Customer moves the location to which the Service is being delivered, Customer will be responsible for any LEC charges and installation fees to move the Service. Customer must provide thirty (30) days advanced notice in writing of its intent to change Service locations.
2. **SCOPE OF SERVICES.** Company will provide the following services (collectively, "Services") to the Customer.
 - 2.1 Custom Network Service - Internet. Custom Network Service - Internet is a service that provides custom connectivity between Customer locations and the internet. The connections may be logical, physical or a combination of both and may consist of layer 2 (OSI Model Layer 2), or layer 3 (OSI Model Layer 3) delivery models. Multiple topologies may be implemented, and each connection will be specific to the Customer and the location.
 - 2.2 **Required Professional Services.** In order to provide the services specified in this Service Order, Company will install the services and features and functions for the one-time charges as specified in the Services and Pricing page.
3. **TERM.**
 - 3.1 **Term Agreement.** The Term of the Service will be as stated in the Service Order Summary or in the Services and Price page, Attachment A (per location) in the Agreement or in the Change Order. The Term start date shall begin from the Service Delivery Date(s) as defined in 4.2. Following the end of the Term, the Service will continue on a month-to-month basis, but discounts may not apply and may be terminated by Customer by giving 60 days advanced written notice prior to the planned termination date.
 - 3.2 **Early Termination Fee.** IF CUSTOMER TERMINATES THE SERVICE PRIOR TO THE END OF THE TERM, COMPANY WILL CHARGE CUSTOMER AN EARLY TERMINATION FEE. Early Termination Fees will include payment of monthly recurring costs multiplied by the number of months remaining in the Term, and any other applicable termination-related charges. The Parties agree that the Early Termination Fee is intended to constitute liquidated damages to Company and will not be deemed to constitute a forfeiture or penalty.
4. **IMPLEMENTATION & SUPPORT.**
 - 4.1 **Implementation Timeline.** As soon as the Agreement is signed, Company will begin working with Customer to develop, configure and engage in the implementation of the Services to suit Customer's needs and specifications, if the Service is not already active. The installation schedule will be mutually agreed to by the Parties after execution of the Agreement and is subject to facility availability and the assumptions listed below. Company will keep Customer informed of any changes to the installation schedule but is not liable for the inability to commence service on a specific date.
 - 4.2 **Service Delivery and Billing Commencement Date(s).** Service Delivery is defined as: when service becomes operational and usable by Customer, on the date specified by Company, per Customer location. Customer will be provided a Service Delivery Notice to include the Service Delivery Date(s) per Service, per location. Charges will initiate and billing will commence on the date(s) identified in the Service



CUSTOM NETWORK SERVICE - INTERNET SERVICE ORDER
B/MSA-XXXX-SO-XX
ATTACHMENT

Delivery Notice per location. If there are multiple locations and different Service Delivery Dates, billing will commence as Service is delivered to each location, even if Service Delivery Dates span more than one billing cycle.

4.3 **Customer-Initiated Support.** Company's Business Technical Support (BTS) provides 24x7x365 network monitoring, event management, change control, and problem resolution for Company's Commercial customers. The BTS is staffed with technically proficient Individuals who are able to resolve most issues remotely within a two-hour period without requiring additional technical resources. This team acts as the customer advocate and will manage events to resolution, while keeping the customer informed of the status. Company has several monitoring and management systems Integrated into a single view for the BTS.

5. **ASSUMPTIONS; CUSTOMER RESPONSIBILITIES.**

5.1 **Assumptions.** Company used the following assumptions, based on Customer information and Company's standard procedures, in developing its cost quote and Service Order. If any of these assumptions do not hold true it will impact Company's ability to perform the required Professional Services at the proposed nonrecurring cost, if any, and may require Company to incur additional costs, which will be chargeable to Customer. Customer should review these assumptions for accuracy and discuss any issues with Company.

- 5.1.1 Customer will provide timely access to Customer's premises and will designate a point of contact to provide prompt responses to questions during installation.
- 5.1.2 Customer has accurately disclosed, to the best of its knowledge, the status of telecommunication facilities at Customer's premises.
- 5.1.3 Customer will provide space and power for installation of Company facilities on Customer's premises.

5.2 **Customer Responsibilities.** Customer is responsible for ensuring that only its authorized users use and access the Services. Customer agrees to use all commercially reasonable efforts to prevent unauthorized access to, use of, or interference with use of the Services, and must notify Company promptly of any unauthorized use, access, or interference.

6. **ADDITIONAL TERMS.**

6.1 **Demarcation Point.** The demarcation of Service ("Demarcation Point") is an Ethernet or T1 interface on the network interface device ("NID") installed by Company on the Customer's premises. Company assumes responsibility for the service up to the Demarcation Point, including where applicable coordinating with the LEC regarding the private line. The title to the Company-provided NID will remain with Company at all times and must be immediately returned upon termination of Service. In the event that the customer chooses not to have Company install the customer premise NID, the Demarcation Point will be the customer's port on Company's POP router and Company may not be able to monitor the circuit for purposes of the Service Level Agreements, defined below.

6.2 **Protected Health Information.** Customer acknowledges that the Services provided by Company hereunder are those of a "conduit" (as described in Health & Human Services Office for Civil Rights Guidance) and that Company does not as part of the Services store or maintain any Protected Health Information ("PHI") transmitted using the Services. Customer bears sole responsibility for providing and implementing adequate policies, procedures, and training to ensure compliance with any laws or regulations relating to PHI. Customer will indemnify, defend and hold Company, its affiliates and their officers, directors, employees and agents harmless from and against any Claims asserted against Company relating to or arising out of its transmission of PHI using the services.

6.3 **Security.** Customer agrees that it is responsible for implementing all reasonable and appropriate administrative, physical, and technical safeguards and controls to protect its data and information systems, including but not limited to management of access by its users to any Services provided by Company. Customer is solely responsible for any modifications made by Customer or its users to the configuration and settings of the Services, whether through administrative access to the Services, user access and controls, or by request via Company. Company is not responsible for corruption, deletion, destruction, or loss of any data. Company's obligations with respect to security of the Services are limited to those specifically set forth herein.

6.4 **IP Addresses.** Customer must use private addressing for its internal network needs. Company will provide sufficient IP Addresses to meet Customer's needs according to ARIN (American Registry for Internet Numbers) usage policies. IP network addresses assigned from a Company net-block are non-portable and must be returned to Company in the event that Customer discontinues service.

7. **SERVICE LEVEL AGREEMENT.**

7.1 **Definitions.**

7.1.1 **Business Technical Support (BTS).** Company's Business Technical Support is the official Customer interface for reporting faults or other service problems, receiving updates and receiving notification that the service is restored. The BTS contact number is 907-646-4242 or 1-833-844-4242. You can also email BTS at bts@gci.com

7.1.2 **Degraded Service.** Degraded Service means that the Service fails to satisfy any of the following criteria, based on the mode of delivery:

Service Level Agreement (SLA)
Latency ≤ 65 ms
Packet loss ≤ 1%
Jitter ≤ 40 ms
Availability ≥ 99.95%



CUSTOM NETWORK SERVICE - INTERNET SERVICE ORDER
B/MSA-XXXX-SO-XX
ATTACHMENT

7.1.3 Latency is measured round-trip at the network layer of the OSI stack.

7.1.4 **Fault.** Fault means a defect, impairment or interruption in a Service, unless excluded pursuant to Section 7.4.

7.1.5 **Restoration.** Restoration occurs when there is no longer a Service Outage and BTS has notified Customer that the Service has been restored.

7.1.6 **Service Availability.** Service Availability is based on the number of minutes in any given calendar month in which the Service is not subject to a Service Outage. Service Availability is measured as a percentage and calculated as follows:

$$\frac{\text{Number of available minutes in a month} - \text{Total Service Outage minutes}}{\text{Number of available minutes in a month}} \times 100$$

Number of available minutes in a month

7.1.7 **Scheduled Maintenance.** Scheduled Maintenance means planned maintenance conducted by the Company between 12:00 a.m. and 5:00 a.m. (Alaska Time). Scheduled Maintenance may be conducted within the maintenance window on any day of the week with seven days' advanced notice to Customer. Scheduled Maintenance does not include emergency repairs conducted outside the maintenance window, for which Company will use commercially reasonable efforts to minimize disruption to Customer.

7.1.8 **Service Outage.** Service Outage means a Priority 1 Fault (as defined below) at the Demarcation Point. Service Outages will be measured from the time the Customer reports the Fault to BTS or the time BTS identifies the fault to the time of Restoration.

7.2 **Service Outage Severity and Restoration Targets.** Service Outages or Faults are assigned a priority level based on severity of the event that governs Company's commitment for Restoration. The criteria for assigning a priority and GCI's commitment to responding to Faults based on their priority are as follows:

Fault	Criteria	Target Mean Time to Restore
Priority 1	- Total loss of Service - Degraded Service, where Service is degraded to the extent that Customer is unable to use it and is prepared to release it for immediate testing, continuing for at least 15 minutes	- 4 hours
Priority 2	- Degraded Service, where Customer is able/still wants to use the Service is not prepared to release it for immediate testing.	- 24 hours

7.3 **Service Availability.**

7.4 The Service is designed to deliver an average Service Availability of 99.95%, which corresponds to no more than twenty-two (22) minutes per month of Service Outage. If Company fails to meet its Service Availability guarantee with respect to a Service in a particular month, Customer will upon request be entitled to credits against that Service's monthly charge according to the following schedule:

7.5

Total number of Service Outage minutes in a month	Credit % of monthly Charge for affected Service
23 – 180 minutes	5%
181 – 300 minutes	10%
301 – 480 minutes	15%
481 – 720 minutes	20%
≥ 721 minutes +	Greater of 25% or utilize the following calculation: ((Total Service Outage Minutes/43,200) x 100)

7.5.1 **Additional Terms.**

Request for SLA credits must be made within thirty (30) days of the end of the month in which the Outage occurred and will be applied against the next monthly invoice. Company's records and data shall be the basis for all SLA calculations and determinations. Service availability credits will not exceed 100% of the service price in any single monthly billing period.

7.5.2 **Termination.** In addition to the foregoing credits, if Company fails to meet its Service Availability guarantee for three consecutive months, Customer may terminate this Service Order upon thirty (30) days' prior written notice without penalty.

7.6 **Limitations and Exclusions.** The remedies outlined in this section are Customer's sole and exclusive remedy for violations of the Service Level Agreement. The Service Level Agreement excludes Faults resulting from any of the following:

- 7.6.1 The acts or omissions of the Customer, its affiliates, agents or contractors, or any third party, including congestion resulting from exceeding purchased bandwidth.
- 7.6.2 Scheduled Maintenance.



**CUSTOM NETWORK SERVICE - INTERNET SERVICE ORDER
B/MSA-XXXX-SO-XX
ATTACHMENT**

- 7.6.3 Equipment, networks or systems not provided by Company, including a failure or defect in the Customer's facilities or other equipment or LEC circuit used to provide the Service. Company cannot guarantee the performance of LEC circuits but will work with the LEC on behalf of Customer to expeditiously resolve circuit problems.
- 7.6.4 Events outside of Company's control, including Force Majeure Events as defined in the Agreement.



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

This Master Services Agreement (the "Agreement") is made and entered into as of the date of the last signature below ("Effective Date") by and between GCI Communication Corp. ("GCI"), an Alaska corporation, on its own behalf and on behalf of its affiliates and subsidiaries, having its principal place of business at 2550 Denali Street, Suite 1000, Anchorage, Alaska 99503 and CUSTOMER ("Customer"), having its principal place of business at ADDRESS (each a "Party" and collectively, "the Parties").

1. SERVICE ORDERS AND STATEMENTS OF WORK

- 1.1 Customer wishes to engage GCI to provide services as identified in one or more Service Orders and/or Statements of Work. Managed services and Telecom services are provided via Service Orders. Professional services are provided via Statement(s) of Work (SOW).
- 1.2 The specific terms and conditions applicable to the services ("Services") to be provided by GCI pursuant to this Agreement, including the description of the Services and the obligations of each Party in connection therewith, applicable rates, fees, commissions and charges, termination rights, performance obligations, and service parameters are or will be set forth in the Services Summary and attached Service Order(s) and Statement(s) of Work. The Services Summary, Service Orders and Statements of Work entered into between the Parties are incorporated into the Agreement by reference and are governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the Service Order(s), the terms of the Service Order will prevail. In the event of a conflict between the terms of this Agreement and a Statement(s) of Work, the terms of this Agreement will prevail. All references to the "Agreement" will be deemed to include this document and its attachments, together with any and all Change Orders and SOW Revision Orders. All requests for Service additions, deletions or changes to existing Service(s) on Service Order(s) requires a Change Order to be executed by the authorized Customer representative and GCI. Change Orders will include the addition or deletion of Service(s) or the modifications to existing Service(s) and will also include a new services and pricing page, Attachment A to reflect the charges. Changes to the Statement of Work (SOW) shall use a SOW Revision Order and will include scope and pricing changes. Once signed by the parties, Change Orders are incorporated into the Agreement by reference.

2. PAYMENT

- 2.1 **Service Charges.** Customer agrees to pay all applicable charges associated with the Service(s) (the "Service Charges") when due. Delinquent bills will be assessed a late fee and a monthly finance charge. Applicable State and Federal taxes will be passed through as the responsibility of Customer.
- 2.2 **Pricing for Professional Services.** A Statement of Work will include the type of pricing to be used for professional services. If the Statement of Work specifies that pricing will be on a time and material basis, labor rates will be inclusive of wages, overhead, general and administrative expenses and profit. Fixed hourly rates or project fees will be billed as identified in each Statement of Work.
- 2.3 **Materials Required for Professional Services.** Payment for equipment and materials for professional services will be defined in the Statement of Work. All equipment and materials will be FOB GCI Offices unless otherwise identified in the Statement of Work. All costs (purchase of direct project materials, project consumables, rental of necessary equipment, etc.) will be billed as identified in the Statement of Work. The administrative time to procure the materials / rentals, if applicable, will be billed per the provided rates in the Statement of Work. Equipment, hardware, software and other products purchased for Customer, may or may not be returnable. Returns will be determined on a case by case basis with GCI having the final determination. If returns are accepted, they may be subject to a 20% return fee plus shipping, handling and restocking costs as well as being subject to the manufacturer's or distributor's return policies.
- 2.4 **Partial Month Billing for Service Orders.** Customer will be billed a prorated share of all applicable charges for Services on Service Orders installed, terminated or re-configured during the course of a monthly billing cycle. Professional services will be billed as indicated in the Statement of Work.
- 2.5 **Billing Commencement.** The Service Charges, as identified in the Services Summary and Service and Pricing, Attachment A, begin as specified in the applicable Service Order or Statement of Work.
- 2.6 **Collections.** Customer agrees that if GCI incurs collection or other legal costs as a result of nonpayment, Customer will be liable for the total past due amount, any returned check fees, and the costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or legal costs upon judgment.
- 2.7 **Deposit.** A cash deposit or a commercial letter of credit may be required based on a Customer's financial qualifications and the combined value of all payments required under the service order.

3. TERM AND TERMINATION

- 3.1 **Term.** The term ("Term") of this Agreement will begin on the Effective Date and continue for five (5) years. Thereafter, it will be automatically renewed for successive 1-year periods for so long as there is an active Service Order or Statement of Work in place between GCI and Customer, or until either Party gives the other Party written notice of termination at least sixty (60) days preceding the end of the initial or any renewal term. Any such termination is subject to the requirements and obligations of this Agreement, including any Service Orders, and will be effective at the end of the then expiring term, or at such later date as set forth in the notice.
- 3.2 **Termination by GCI.** GCI may terminate Service if Customer materially breaches this Agreement, including by failure to pay any amounts invoiced for Services when due, and if Customer does not cure such breach within fifteen (15) days after notice given to Customer in writing. If GCI terminates Service prior to the end of the Term due to Customer's material breach, Customer will be responsible for paying any early termination fees set forth in the applicable Service Order or Statement of Work and unreturned equipment fees. GCI may terminate this Agreement or suspend Service without notice (i) in order to prevent damage to or degradation of its Internet network integrity; (ii) to comply with any law, regulation, court order, or other governmental request order which requires immediate action; or (iii) to protect GCI from legal liability.



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

- 3.3 **Termination by Customer.** Customer may terminate one or more Services at any time subject to being charged any early termination fee set forth in the applicable Service Order or Statement of Work, and subject to any advance notice required by a Service Order or Statement of Work.
- 3.4 **Effect of Termination.** Customer must return any GCI Equipment upon termination or Customer will be charged for such unreturned equipment. Termination of any or all of the Services does not relieve Customer of the obligation to pay for past due amounts and Service Charges incurred through the date of termination. Customer will be responsible to pay for all costs associated with the early termination, including termination fees, demobilization costs, equipment and material return costs, or any such other cost GCI may incur. If a Customer receiving a bundled service discount terminates one or more bundled Services, GCI may reduce or eliminate the discount.
- 4. PREMISES AND EQUIPMENT**
- 4.1 **Service Equipment on Customer Premises.** If access to any Customer building or related real property ("Customer's Premises") is required for the installation, maintenance, or removal of GCI Equipment or Customer Equipment used to provide the Service ("Service Equipment"), Customer will ensure that GCI has reasonable access to Customer's Premises and will identify and obtain any necessary third party consents and approvals, including but not limited to lessor consents and local land use approvals, if applicable. Customer will at its own expense be responsible for all site preparation activities necessary for installation of Service. Customer represents and warrants that Customer has good and marketable title or a good and valid leasehold interest in any portion of Customer's Premises where Service Equipment will be installed. Customer further represents and warrants that Customer's Premises are neither owned nor managed by the State of Alaska Department of Transportation and Public Facilities as an airport property, nor by any federal agency, including but not limited to the Bureau of Land Management, Indian Health Service, or Bureau of Indian Affairs. Customer shall defend, indemnify, and hold harmless GCI from any claims, suits, or enforcement proceedings, penalties, or relocation costs arising from or necessitated by breach of any representation or warranty provided by Customer in this paragraph.
- 4.2 **Damage During Installation.** Customer acknowledges that GCI may be required to perform internal wiring and other work at Customer's premises in order to install Service Equipment. Customer further understands that certain Service Equipment may be mounted to walls and ceilings in order for the Service to function properly. GCI will use commercially reasonable efforts to keep damage to walls, ceilings and premises to a minimum, but will not be responsible for repairing or returning Customer's premises to its original condition, except to the extent caused by GCI's gross negligence or willful misconduct.
- 4.3 **GCI Equipment**
- 4.3.1 "GCI Equipment" means all equipment and facilities installed or leased to Customer by GCI, except for Customer Equipment (defined below). GCI Equipment is for Customer's exclusive use only for purposes of using the Service during the Term and remains GCI's property. Customer agrees that it will not allow the GCI Equipment to be serviced by anyone other than GCI employees or agents. Except as otherwise provided in this Agreement, Customer may not permit any attachments to, alteration of, or tampering with the GCI Equipment. GCI may remove or change the GCI Equipment at its discretion at any time during the Term or following the termination of Service. Customer agrees that addition to, removal of, or changes to the GCI Equipment may interrupt Service. Customer agrees that the GCI Equipment must be returned to GCI at the end of the Term and that it will be in working order other than reasonable wear and tear. In the event the GCI Equipment is lost, stolen, damaged, destroyed, or otherwise not returned promptly, Customer agrees to pay the current replacement cost of the GCI Equipment.
- 4.3.2 GCI will use commercially reasonable efforts to maintain any GCI Equipment, to the extent such equipment is on GCI's side of the demarcation point, and subject to the noted exclusions. Unless specifically set out in writing, GCI will not provide or install any equipment on Customer's side of the demarcation point. During the Term, GCI will repair or replace defective GCI Equipment at no charge to Customer unless it is determined that Customer is responsible for such equipment failure. The cost of GCI service required to repair problems caused by Customer's failure to follow GCI's written instructions provided to Customer or by Customer's unauthorized repair, modification, or relocation of GCI Equipment, or by misuse or negligent acts, will be the responsibility of the Customer.
- 4.4 **Customer Equipment**
- 4.4.1 "Customer Equipment" means any Customer-owned, Customer-provided, or third-party hardware or software and that is used on the Customer's side of the demarcation point. GCI reserves the right to prohibit any Customer Equipment that it finds harmful.
- 4.4.2 Customer may not use or install any equipment on GCI's side of the demarcation point without permission from GCI in writing. GCI cannot guarantee that Customer Equipment will work with the Service. GCI may not be able to support or troubleshoot Customer Equipment and is not responsible for the ongoing maintenance of any Customer Equipment. Customer must cooperate with GCI in configuring and managing Customer Equipment in order to implement and operate the Service. GCI may, at its sole discretion, agree to service or troubleshoot Customer Equipment at Customer's request, at GCI's then-standard rates. Any such agreement by GCI must be in writing.
- 5. SECURITY, ACCEPTABLE USE, AND PRIVACY**
- 5.1 **Network Security.** In an effort to provide a secure Service, GCI deploys industry-recommended security measures on its network. In addition, GCI recommends the use of firewalls and security/malware software to protect Customer's systems and data. It is Customer's sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files, and data. GCI is not responsible to Customer for unauthorized use of the Service or authorized access to Customer's data unless the unauthorized use or access results from GCI's failure to meet its security obligations stated in the Agreement. For terms applicable to the individual Services GCI is providing to you, see the GCI Service Order for such service. GCI's obligations with respect to security of the Services are limited to those specifically set forth in this Agreement.



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

- 5.2 **Account Security and Passwords.** Customer is responsible for maintaining the confidentiality of any passwords used to access or use the Services. Customer is fully responsible for all activities that occur under Customer's password or account, including any breach of the Agreement. Customer must notify GCI immediately upon learning of unauthorized access to the Service or Customer's account.
- 5.3 **Acceptable Use.** Customer agrees to comply with the Acceptable Use Policy when using the Service, which is available online at <https://www.gci.com/about/terms-conditions/acceptable-use-policy>. If Customer fails to comply, GCI may suspend or terminate Service. The Acceptable Use Policy may be changed by GCI from time to time without advance notice. In the event of such changes, the new Acceptable Use Policy will be posted online at the above link.
- 5.4 **Privacy.** Our Privacy Policy, which is available on our website at <https://www.gci.com/privacy-policy>, explains how GCI handles Customer's personal data, including the data that GCI collects and how we use it, and how we protect our Customers' privacy. By using the Service, Customer agrees to collection and use of data as described in the Privacy Policy. The Privacy Policy may be changed by GCI from time to time without advance notice. In the event of such changes, the new Privacy Policy will be posted online at the above link.
- 5.5 **CPNI Consent.** Under federal law, Customer has a right, and GCI has a duty, to protect the confidentiality of information about the amount, type and destination of Customer's wireless service usage. This information, called Customer Proprietary Network Information (CPNI), includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of GCI's service and related information in Customer's bills. It does not include Customer's name, address, or telephone number. GCI may use Customer's CPNI to provide or market GCI's wireless products and services to Customer, to protect GCI's right or property, to provide information to emergency personnel, and to protect Customer or others from fraudulent, abusive, or unlawful use of GCI's services. GCI also may use Customer's CPNI to comply with any law or legal process (such as a court order or subpoena). Customer's acceptance of the Agreement constitutes consent that GCI may use Customer's CPNI to market additional GCI services to Customer, including with third parties. Customer also consents to GCI sharing Customer's CPNI with other carriers to validate and/or accomplish any request for number portability into or out of GCI's Service. This consent survives the termination of Service and is valid until Customer removes it. To remove this consent at any time, notify GCI in writing by email at gcpirivacy@gci.com or at the address set forth in Paragraph 8.4 below, providing (1) name, (2) Service address, (3) billing address, (4) telephone number including area code, and (5) service account number. Removing consent will not affect current Services.
- 5.6 **Pin Number.** The F.C.C. requires that customers set up and use a Private Identification Number ("PIN") when communicating with GCI to obtain certain information about, or to make certain changes to, its telephone account. Use of this PIN may be waived by the account owner or authorized account user, by contacting GCI Business Customer Service at 907-265-5454, or 800-800-7754 (Toll Free), with proper authentication ("PIN Waiver"). The PIN Waiver will remain in effect until revoked by the account owner.
- 5.7 **Content.** There may be content available through the Internet that is illegal, violates third party property or other rights, or is offensive. GCI is not responsible for the content contained on the Internet or otherwise available through the Service. GCI is not liable for any claims, losses, actions, damages, suits, or proceedings arising out of, or otherwise relating to, such content. Websites visited, or data received through the Service may contain viruses. It is Customer's sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files, and data. GCI may, but is not required to, suspend or terminate availability of the Service if a virus is found on any Customer Equipment or in any communications sent or received through the Service.
- 5.8 **Use of Service.** Customer may not use or permit another to use GCI Equipment or the Service for any unlawful purposes. Customer may not post or transmit through the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyrights, patents, trademarks, trade secrets or proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, that encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any law. Customer will not use GCI Equipment at any time at an address other than the service address specified in your account without GCI's prior written authorization. Customer agrees and represents that it will not resell or permit another to resell the Service in whole or in part. Customer acknowledges that it is accepting this Agreement on behalf of all persons who use GCI Equipment or Service at the service address and that Customer has sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer will be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Services. Customer agrees to use all commercially reasonable efforts to prevent unauthorized access to, use of, or interference with use of the Services, and must notify GCI promptly of any unauthorized use, access, or interference.
- 6. SYSTEMS AND DATA.**
- 6.1 **Data Files.** Customer's data files and the data contained therein shall be and remain Customer's property. Customer's data shall not be utilized by GCI for any purpose other than that of rendering Services to Customer under this Agreement, nor shall Customer's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by GCI, its employees or agents.
- 6.2 **Systems.** Customer is wholly responsible for the integrity and security of its systems and data. Customer will back up all systems and data and, on a schedule, determined by Customer.
- 7. PROFESSIONAL SERVICES.**
- 7.1 **Statement of Work.** A Statement of Work (SOW) will apply to professional services provided under this Agreement and will set forth a full description and scope of the Services to be provided by GCI.
- 7.2 **Network and System Downtime.** Many network installations and other professional services require scheduled server or network down time. GCI will work with Customer to schedule project work to minimize the number and duration of disruptions and down time. All scheduled server and network down time activities are estimated durations only and subject to change by GCI. Customer acknowledges that in order for GCI to pass along certain cost efficiencies to Customer, server and network down time will be scheduled during the office



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

hours of 8:00 AM to 5:00 PM Alaska Standard Time, whenever possible. Customer's users can often still use their computers during scheduled down time but will not be able to access some or all of the network resources or services. Down time may be pre-scheduled during weekend and evening hours but will result in overtime charges for labor to Customer.

- 7.3 **Professional Service Investigations.** Customer's systems, software and hardware characteristics may vary significantly between successive test points and sample intervals or Customer project locations reviewed by GCI in developing a Statement of Work cost, schedule and project plan. Because of the inherent uncertainties in these Initial project evaluations, changed or unanticipated conditions may occur that could affect the total Statement of Work cost for professional services, as well as schedule and project plans. These conditions and cost together with the project execution effects are not the responsibility of GCI.
- 7.4 **Travel and Other Expenses.**
- 7.4.1 **Travel Expenses.** All travel will be FOB GCI offices, unless otherwise identified in the Statement of Work. All travel cost including but not limited to airfare, vehicle rental, lodging, meals etc. will be billed as identified in the Statement of Work. If administrative time to secure the arrangements for personnel and material are to be billed to Customer, it will be indicated in the Statement of Work at the provided labor rates in the Statement of Work. While all efforts are made to estimate these expenses, the actual expense may vary due to factors such as availability of specific lodging, rental cars, and airfare or for other reasons outside of the control of GCI. GCI will occasionally book fares that allow for flight schedule changes with no prior notice or additional charge. This is occasionally necessary due to the inability to precisely predict length of some project engagements due to Customer scheduling restraints or other factors. Wherever possible, GCI will book the lowest cost flights.
- 7.4.2 **Lodging.** GCI will book hotel accommodations and separate rooms for each GCI employee assigned to a Statement of Work. Hotel accommodations are chosen that are clean, with private bathrooms and shower facilities and that are priced according to GCI's internal travel policies.
- 7.4.3 **Rental Car.** GCI may utilize one rental car for each day on-site in a remote location. A rental car helps speed delivery of service and reduces waiting charges associated with taxis, buses, or private transportation from a Customer employee. Should Customer elect to provide ground transportation, formal arrangements must be made with GCI at least one business day in advance of a GCI's arrival at the Customer's location. GCI will charge for actual travel time should Customer elect to provide ground transportation.
- 7.4.4 **Per Diem.** Per Diem charges, if applicable, will be defined in the Statement of Work.
- 7.4.5 **Travel Time.** Travel time will be charged per individual professional resource as stated in the Statement of Work. Travel time will start from the time the professional resource leaves GCI's office, until he/she arrives at the Customer's site. Travel delays once the professional resource has departed, due to weather or any other reason outside of the Company's control, will be charged to the Customer at the rate shown in the Statement of Work.
- 7.4.6 **Freight.** Customer is responsible for all Customer purchased equipment transportation costs and expenses. Any costs incurred by GCI will be billed to Customer.
- 7.5 **Standard of Care, Warranty and Limitations.**
- 7.5.1 The standard of care applicable to GCI's Services will be the degree of skill and diligence normally employed by professional and technical IT support companies providing the same or similar Services at the time GCI's Services are performed. GCI will re-perform any Service not meeting this standard without additional compensation, subject to Customer providing GCI written notice of such non-conformance within sixty (60) days from the date of Service completion (Project Statement of Work Completion) of the Services. In any event, GCI's liability under this Agreement shall be limited to the obligation to re-perform any work not meeting the Statement of Work project specification.
- 7.5.2 GCI will pass through to Customer any manufacturer or supplier's warranty on all equipment, hardware or software purchased through GCI. GCI will work with Customer to integrate equipment, hardware or software supplied by the Customer into the project specification. GCI makes no warranties, either expressed or implied, concerning compatibility of hardware or software supplied by the Customer and GCI will not be responsible for any loss of or corruption of data and/or program files and/or loss of production due to network installation, network failure or network component failure.
- 7.5.3 GCI does not warrant that the GCI supplied professional services, equipment, hardware or software will be error-free or operate without interruption, latency or delay. Except as specifically provided in this Agreement, GCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. GCI exercises no control over and has no responsibility for Customer supplied equipment, hardware or software integrated into the project specifications and deliverables or content transmitted or accessible through the Service or any Customer connectivity service and disclaims any responsibility for the same.
- 7.6 **GCI Personnel at Customer's Location.** Customer agrees to provide GCI employees and subcontractors assigned to support the Statement of Work at Customer's location, a suitable place of work, which will comply with all applicable Federal, State and local health and safety laws and regulations. Customer will furnish to GCI copies of workplace conduct, health and safety and network rules and regulations so that GCI may instruct its personnel to abide by such rules and regulations. Customer agrees to provide GCI employees and subcontractors any Customer required safety and health training at Customer's sole cost and expense. In the event the work described in any Statement of Work under this Agreement requires the use of any personal protective or safety equipment, Customer will supply such equipment at Customer's sole cost and expense.
- 7.7 **Changes to Statement of Work (SOW), Revision Orders.**

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**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

- 7.7.1 All Customer requests for professional service(s) that are not specifically itemized in the Statement of Work require an approved SOW Revision Order signed by Customer and GCI. SOW Revision Orders will include the statement of the change to be performed, a labor estimate based on GCI's time and material rates and an amended work schedule, if applicable. Changes or additions of material and equipment costs, including freight, handling and any additional project mobilization costs will be listed separately in the SOW Revision Order.
- 7.7.2 All executed Revision Orders will be considered attached to this Agreement as an addendum and subject to the terms and conditions of the Agreement. While GCI will provide an estimate of the anticipated cost and schedule impacts for each Revision Order, GCI makes no guarantee as to the actual cost and schedule impacts created by the approved Revision Orders. Customer agrees, GCI retains the right to direct a Revision Order under this Agreement, approved and paid by Customer, which captures the reasonable cumulative impact costs of all Revision Orders approved under the Individual Statement of Work.
- 7.7.3 Changes in laws or regulations not known or foreseeable on the date of the Statement of Work execution, which have an effect on the cost or schedule of GCI's Services, are subject to a request for a Revision Order under this Agreement.
- 7.8 **Project Close Out**
- 7.8.1 GCI may send a notification of Project completion to Customer at the end of the project. GCI considers a project complete when all tasks have been completed and all deliverables turned over to the Customer. The Project (as detailed in the applicable Statement of Work) will be used as the guideline to determine Project completion.
- 7.8.2 GCI may request a meeting with Customer to review the Project completion report and to demonstrate the Project deliverables were completed. If there are any project deliverables Customer understands were not completed by GCI, such deliverables will be reviewed by GCI and a corrective action plan may be developed to satisfy any incomplete deliverables. If all tasks are found by Customer to be complete, Customer is expected to sign the project close out reports and GCI will close the project. If such signature is unreasonably withheld, GCI may invoice Customer for additional project management time.
8. **LIABILITY AND DISPUTE RESOLUTION**
- 8.1 **Indemnification.** GCI will indemnify, defend and hold Customer, its affiliates and their officers, directors, employees and agents harmless from and against any third party claims, liabilities, losses, damages and expenses (including reasonable attorney's fees) ("Claims") incurred, relating to or arising out of (i) personal injury or real property damage caused by the negligence or willful misconduct of GCI or its employees or agents, and (ii) infringement of a U.S. patent right or copyright in connection with authorized use by Customer of the Services. Customer will indemnify, defend and hold GCI, its affiliates and their officers, directors, employees and agents harmless from and against any Claims incurred, relating to or arising out of (i) personal injury or real property damage caused by the negligence or willful misconduct of Customer or its employees or agents, (ii) infringement of a U.S. patent right or copyright in connection with use by Customer with the Services of equipment, software or services not provided by GCI, and (iii) misuse of the Services by Customer or any users of the Services in violation of this Agreement. The indemnified Party will provide the indemnifying Party with prompt written notice of any Claim and permit the indemnifying Party to control the defense, settlement, adjustment or compromise of any Claim. The indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The indemnified Party will have no authority to settle any Claim on the indemnified Party's behalf. Nothing in this Section will limit any other remedies of the Parties.
- 8.2 **Disclaimer of Warranties.** GCI does not warrant that the GCI equipment or services will be error-free or operate without interruption, latency or delay. Except as specifically provided in this Agreement, GCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. GCI exercises no control over and has no responsibility for content transmitted or accessible through the Service and disclaims any responsibility for such content.
- 8.3 **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, SALES, PROFITS OR DATA, WHETHER BASED ON BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY OF LIABILITY, EVEN IF EITHER PARTY WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. GCI WILL NOT BE LIABLE FOR LOSSES THAT RESULT FROM CUSTOMER'S OR ITS USERS' USE OF OR INABILITY TO ACCESS ANY PART OF THE SERVICES, CUSTOMER'S OR ITS USERS' RELIANCE ON OR USE OF INFORMATION, SERVICE INTERRUPTIONS, LOSS, THEFT, OR DELETION OF FILES; OR ERRORS, DEFECTS, OR DELAYS IN OPERATION OR TRANSMISSION. GCI WILL NOT BE LIABLE FOR LOSSES DUE TO USE OF THIRD-PARTY PRODUCTS OR SERVICES. GCI'S LIABILITY FOR ANY ACTION OR INACTION WILL IN NO EVENT EXCEED GCI'S SERVICE CHARGES FOR A 12-MONTH PERIOD. This limitation of liability is an agreed-upon benefit of the bargain and remains in effect even if any remedy under the Agreement fails of its essential purpose.
- 8.4 **Arbitration.** Customer and GCI agree to resolve all disputes under this Agreement by binding arbitration. Each Party agrees to notify the other Party in writing of the nature of the dispute at least forty-five (45) days before initiating binding arbitration. The Parties will attempt to resolve the dispute informally. Any dispute between the Parties that cannot be resolved after forty-five (45) days will be finally resolved by a single neutral arbitrator in accordance with the Federal Arbitration Act ("FAA"). The arbitrator will have no power to make any award that provides for punitive or exemplary damages. The arbitrator may not consolidate more than one Party's claims and may not otherwise preside over any form of a representative or class proceeding. Any arbitration must be brought in the Party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If for any reason a dispute is permitted to be brought in court, the Parties both agree to waive any right to a jury trial in any court action. The Parties acknowledge and agree that the FAA governs this agreement to arbitrate, that the existence and validity of this agreement will be determined in accordance with the FAA, that any arbitration between the Parties will be conducted in accordance with the FAA, and that any state arbitration statute or procedure does not apply. The arbitration will be conducted by the American Arbitration Association ("AAA") under

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**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

its rules, in Anchorage, Alaska. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. The Parties will share the costs of arbitration equally unless the arbitration award provides otherwise. Each Party will bear its own fees, and the arbitrator will have no power to award attorney's fees except as may be permitted under the terms of this Agreement.

9. CONFIDENTIALITY

- 9.1 "Confidential Information" means information disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with the negotiation or performance of this Agreement, even if before the Effective Date, that is marked as confidential or would be understood by a reasonable person to be confidential in nature.
- 9.2 Neither Party may at any time during or after the termination of this Agreement (i) disclose any Confidential Information to any third-party except with the specific prior written consent of the Disclosing Party or as expressly permitted by the terms of this Agreement; or (ii) use the Confidential Information for any purpose other than to perform its obligations under this Agreement. Both Parties must use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information of like importance, but in any case, no less than reasonable care. Upon discovery of any disclosure or misuse of Confidential Information, the Receiving Party will notify the Disclosing Party and will act to prevent any further disclosure or misuse.
- 9.3 The Parties' obligation of confidentiality and restriction on use will not apply to information that: (i) at the time of disclosure was available to the public; (ii) after disclosure became available to the public by publication or otherwise by a person other than Disclosing Party; (iii) was in the possession of either party or its subsidiaries or affiliates at the time of disclosure; (iv) was received by either party from a third party without an obligation of secrecy; or (v) was or is disclosed to another party by the Disclosing Party or its agents or authorized representatives without a corresponding obligation of confidence.
- 9.4 Each Party is permitted to disclose Confidential Information as required by law or regulation provided, however, that the Receiving Party must: (i) if not prohibited by law or regulation, give the Disclosing Party written notice promptly upon receipt of a disclosure requirement and before the disclosure is made; (ii) take reasonable actions and provide reasonable assistance to Disclosing Party to secure confidential treatment of the Confidential Information; and (iii) disclose only such Confidential Information as is required.

10. MISCELLANEOUS

- 10.1 Right to Modify Agreement. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended, or modified orally, or in any manner other than by an instrument in writing signed by all the Parties hereto.
- 10.2 Use of Services. Customer will not use the Service for any purpose which is illegal, unlawful, or harassing, which infringes upon another's intellectual property rights, or which otherwise constitutes network abuse, and Customer will be responsible for any such use of the Service by Customer or its users.
- 10.3 Trademarks. Neither Party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other Party.
- 10.4 Notices. Unless explicitly stated otherwise, all notices required or permitted under this Agreement must be in writing, delivered personally or by U.S. mail, facsimile or electronic mail (followed by hard copy, in the case of fax or email) to the respective addresses set forth below, or such other person and/or address as a Party may notify the other from time to time in writing, and will be deemed effective upon receipt.

<p><u>Customer:</u> [See Primary Contact under Services Summary]</p>	<p><u>GCI:</u> GCI Communication Corp. Attention: Corporate Counsel 2550 Denali Street, Suite 1000 Anchorage, AK 99503</p>
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- 10.5 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
- 10.6 Assignment. Neither this Agreement, nor any of rights or obligations herein are transferable or assignable by either Party without the other Party's prior written consent and any attempted transfer or assignment hereof not in accordance herewith are null and void.
- 10.7 Severability. If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties and the remainder of the provisions will remain in full force and effect.
- 10.8 No Waiver. Either Party's failure to insist upon or enforce strict performance of any provision of the Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between Parties nor trade practice will act to modify any provision of this Agreement.
- 10.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflicts of law provisions.
- 10.10 Entire Agreement. This Master Services Agreement, along with any Service Orders, Statements of Work and any exhibits or attachments thereto, constitute the complete agreement between the Parties and supersedes all prior understandings or arrangements between them regarding the subject matter of this Agreement.
- 10.11 Intellectual Property. All materials, software, formulas, calculations, records, reports, and data developed in performance of this Agreement as well as any materials given by GCI to Customer pursuant to this Agreement will remain the exclusive property of GCI and will be returned to GCI upon written request or at the end of this Agreement.



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

- 10.12 Force Majeure. "Force Majeure Event" means any cause beyond GCI's reasonable control and without the fault or negligence of GCI or its subcontractors, including but not limited to fire, flood, earthquake, volcanic activity, unusually severe weather, vandalism or external aggression to the communication facilities that is not attributable to GCI or its employees or agents, failure of satellite or plant structure, act of terrorism, sabotage, power outages outside of the reasonable control of GCI, tail circuit or local loop outage outside of the reasonable control of GCI, explosion, war, strike, embargo, pandemic, epidemic, government requirement, act (or failure to act) of civil or military authority, act of God, failure of a third party to grant or renew a materially required and non-substitutable right of way, permit, easement or other required authorization for use of the intended right of way (provided that GCI relief has used its commercially reasonable efforts to obtain the required right of way, permit, easement or other required authorization). No Party will be held liable for any delay or failure in performance of any part of this Agreement (other than the duty of payment) caused by a Force Majeure Event. If any Force Majeure Event occurs, the Party whose performance fails or is delayed because of such Force Majeure Event ("Delayed Party") will promptly give written notice thereof to the other Party. The Delayed Party will use all commercially reasonable efforts to avoid or mitigate performance delays despite a force majeure condition, and unless the force majeure substantially frustrates performance under the Agreement, will restore performance as soon as the Force Majeure Event is removed.
- 10.13 Mutual Non-Solicitation. The Parties agree that during the Term and for a period of 12 months thereafter, neither Party, including such Party's agents and Affiliates will directly, or indirectly offer employment to, employ, engage as an independent contractor, or otherwise obtain (or encourage any third party to retain) the services of any person employed within the preceding one hundred and eighty (180) days by the other Party or an Affiliate, who became known to such Party or its Affiliate in connection with the performance of this Agreement.
- 10.14 Representation on Authority of Signatories. Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

SERVICES SUMMARY

SERVICES SUMMARY INFORMATION	
Start Date:	Date of final signature
End Date:	Per Service Order as indicated below or in the pricing table per location in Attachment A or per Statement of Work.
This Services Summary includes and incorporates by this reference:	Services and Pricing, Service Location(s), and Service notes, (Attachment A).
	<ul style="list-style-type: none"> Services SO-01, Attachment

THIS SERVICES SUMMARY is governed by this Master Services Agreement MSA ("Agreement") and is effective as of the Date of the last signature below. Capitalized terms not defined in this Services Summary will have the meaning provided in the Agreement. By signing below, Customer represents that it is authorized to sign the MSA and this Services Summary, acknowledges that it has carefully read and fully understood the MSA, the Services Summary and all attachments, Service Orders, Statements of Work, Change Orders and SOW Revision Orders hereto, and agrees to be bound by its terms. Facsimile and electronic signatures will be binding for all purposes.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Master Service Agreement and Service Order Summary as of the date of the last signature below.

CUSTOMER

GCI Communication Corp.

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date Signed

Date Signed



**MASTER SERVICES AGREEMENT
MSA-P-XXXX**

ATTACHMENT A

This Services and Pricing page Attachment is subject to the terms and conditions of this GCI Master Services Agreement MSA ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and the Customer identified in this MSA ("Customer") (each a "Party" and collectively, "the Parties"), and upon execution by the Parties becomes a part of the Agreement.

- SERVICES AND PRICING.** Pricing for services on Service Orders is located in the tables(s) below and pricing for Professional Services is located in each Statement of Work, if applicable.

See: General Dispatch Support for Professional Services Pricing.

- 1.1 Only applicable for Monthly Recurring Charges: does not include taxes, regulatory surcharges, or non-recurring charges that may apply, amount billed to Customer may vary.
- SERVICE NOTES.**
None.



OptimERA xG

Optimizing technology for a new era

Proposal for Internet Services: City of Unalaska
Fiscal Year 2025



OUTLINE

- **Service Offering**
 - Enterprise Service
 - Service Description
 - Notes about Service
- **Package Pricing and Bandwidth Selection**
 - Common Connections and Prices
- **Network Diagram**
- **Service Level Agreement**
 - Network Performance
 - Outage Claims
 - Network Operations Support
- **Behind The Network**
- **Bid Acceptance**
- **Letters of Recommendation**
 - o Ounalashka Corporation
 - o Offshore Systems Incorporated
 - o CMA-CGM America LLC
- **Draft Master Service Agreement**



Enterprise Service by OptimERA xG

Scope of Service

We are thrilled to introduce OptimERA xG's most comprehensive and powerful solution for business level service. Leveraging advanced networking technologies, we can deliver a highly reliable, scalable, and efficient network infrastructure to meet your needs.

OptimERA's Enterprise Service offers organizations reliable and high-speed connectivity with advanced features, delivering dedicated bandwidth at all times while providing significantly faster speeds whenever possible.

Internet is delivered through a unique agreement with SpaceX, and fiber access from GCI. The service is then piped through microwave and fiber to the facility providing high availability and low latency through a fully ringed network.

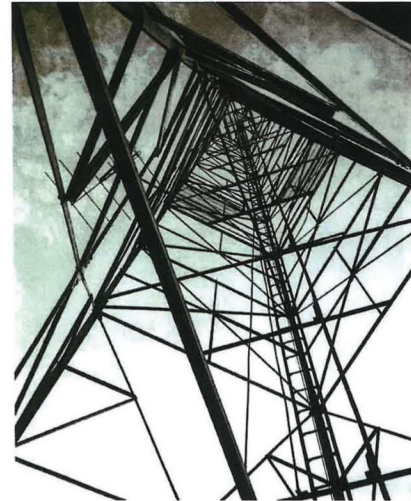
Our local network architecture uses both microwave and fiber technologies to provide robust local transport within the city. This combined approach ensures efficient and reliable data transfer, eliminating bottlenecks and facilitating seamless communication across your organization. Secure IP addressing via redundant ethernet connections ensures data integrity, confidentiality, and high performance.

These packages offer higher throughput when network access is available, allowing you to achieve up to 400% faster speeds than your committed information rate (dedicated speed). This remarkable boost in capacity enhances operational efficiency, enabling faster data transfers and increased productivity for your team.

All Enterprise packages are backed by our standard SLA, establishing tight tolerances for performance, and accountability for failure.



3



Enterprise Service by OptimERA xG

Description

- GCI fiber + the Community Gateway by StarLink, ensuring high availability at low latency at all times.
- Local Transport delivered through both microwave and fiber to the facility ensuring maximum uptime.
- Fully ringed architecture provides the best in class reliability.
- Static public IP addressing for all your needs on a per IP basis.
- Up to 400% faster speeds than a standard dedicated connection with the same reliability and SLA of a carrier grade connection.

Notes about service delivery

- Service ready for testing and turn up within 60 days of contract award
- Scalable bandwidth options to fit your needs.
- DNS servers that support DNSBL queries
- Year-round local technicians on the island.
- 24/7/365 phone support

4



OptimERA xG

Service, Pricing and Bandwidth Selection

A simple pricing structure that allows you to quickly decide how much bandwidth you need and know what it is going to cost. Prices are all inclusive, what you see is what you will pay. Included are per-meg prices for different contract terms and a /28 address space included.

- All inclusive, no hidden Fees
- Fully redundant low latency ring network architecture.
- Max Information rate up to 4x the bandwidth level so you can do more faster when needed without paying more.
- Easily routed partial subnet for simple routing and configuration.
- We handle the network delivery so there is no additional cost to implement service.
- Additional Data center options available.
- Additional public IP addresses are available for \$3.50 / address per month.

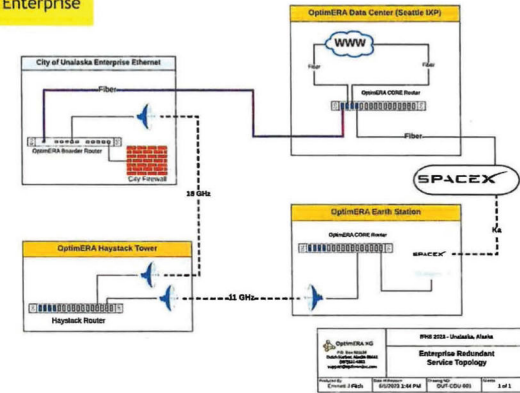
1 Year		3 Year		5 Year	
Bandwidth	Monthly Cost	Bandwidth	Monthly Cost	Bandwidth	Monthly Cost
40 Mbps	\$12,021	40 Mbps	\$11,489	40 Mbps	\$11,290
50 Mbps	\$14,433	50 Mbps	\$13,872	50 Mbps	\$13,645
60 Mbps	\$18,525	60 Mbps	\$17,935	60 Mbps	\$17,679
70 Mbps	\$20,937	70 Mbps	\$20,318	70 Mbps	\$20,034
80 Mbps	\$23,349	80 Mbps	\$22,702	80 Mbps	\$22,388
90 Mbps	\$25,761	90 Mbps	\$25,085	90 Mbps	\$24,742
100 Mbps	\$28,173	100 Mbps	\$27,468	100 Mbps	\$27,097
120 Mbps	\$34,677	120 Mbps	\$33,916	120 Mbps	\$33,486
140 Mbps	\$39,501	140 Mbps	\$38,881	140 Mbps	\$38,195
160 Mbps	\$46,005	160 Mbps	\$45,128	160 Mbps	\$44,584
180 Mbps	\$50,830	180 Mbps	\$49,895	180 Mbps	\$49,293
200 Mbps	\$55,654	200 Mbps	\$54,661	200 Mbps	\$54,002

** All plans are unlimited with no data caps.
 *** All prices include taxes and fees

Network Diagram

Dedicated Redundant Enterprise

- **Last Mile** - Service is delivered by fiber + microwave to the facility for local ring architecture.
- **Middle Mile Backhaul** - Service is delivered via fiber and Starlink Ka-Gateway in ring architecture.
- **Double Ring** - network architecture ensures maximum availability at all times.
- All low latency high capacity, ALWAYS





Service Level Agreement

Network Performance

OptimERA xG can provide its Service Level Agreement (SLA) and its Master Service Agreement (MSA) for the Applicant's Review. SLA basics:

1. High Availability Network
2. >99.99% uptime
3. <0.25% packet loss
4. <100ms Average Latency

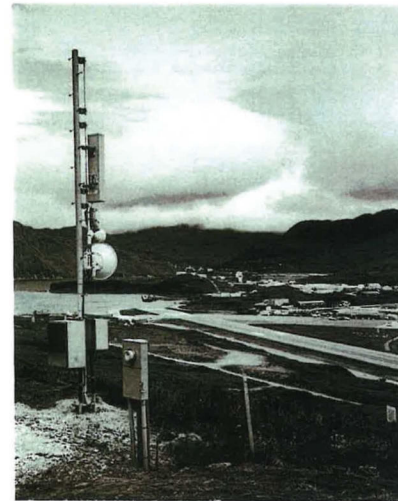
Service Level Guarantees

1. OptimERA's standard SLA ensures maximum uptime and commitment to maintain reliability.
2. Any outage lasting longer than 5 minutes continuously or 20 minutes combined in 1-minute minimum intervals, during any period between billing cycles, caused by OptimERA, excluding scheduled outages or events outside of its direct control, will be compensated at 1% of the monthly dedicated internet rate per occurrence up to a maximum of 20% per billing cycle. If more than 400 mins (7% 5 hrs) of outage is experienced in a month, the customer can choose to switch services without penalty. Customer must submit a claim.
3. With tighter tolerances our SLA holds the network to a higher standard than the typical SLA. The goal of an SLA is to ensure a reliable service, not award discounts because of poor performance.

Network Support

1. 24/7/365 Phone Support
2. Email Support
3. Local Presence for immediate response
4. Proactive monitoring of services (we call you)
5. Usage history access

7



Behind the Network



Emmett - CEO

[LinkedIn](#)



Jester - CTO

[LinkedIn](#)



Matt - COO

[Meet our team](#)





OptimERA xG

Optimizing technology for a new era

Bid Acceptance

By signing below, The City of Unalaska, Department of Finance, Information Systems Division ("City"), is hereby accepting this bid package, and would like to enter into a service agreement with OptimERA xG.

City Representative
(Print First & Last Name)

Title

Signature, City Representative

Date

To Accept this bid package, please email this page back to emmett@optimeraxg.com and a meeting will be scheduled to discuss and build a Master Service Agreement for the City.



WE ARE BUILDING IT



OptimERA xG



+1 (907) 581-4983



emmett@optimeraxg.com

WWW.OPTIMERAXG.COM

June 19, 2024

OptimERA xG
[Address]
Dutch Harbor, AK

To Whom It May Concern,

On behalf of CMA-CMA America LLC it is our pleasure to commend OptimERA xG for their exceptional customer service and the high-quality, reliable internet service they provide in Unalaska, AK.

As a key organization serving the Unalaska community, we understand the vital role that dependable internet connectivity plays in supporting both business operations and community needs. Since engaging with OptimERA xG, we have witnessed a remarkable enhancement in our internet service quality. The reliability of their network has been consistently robust, ensuring seamless communication and connectivity across our operations, even in the challenging conditions unique to our region.

OptimERA xG's customer service team has been exemplary, consistently displaying professionalism, promptness, and a sincere dedication to addressing our needs. Their technical support personnel are both knowledgeable and efficient, always ready to resolve any issues swiftly and effectively.

The commitment of OptimERA xG to delivering superior service and maintaining a high-performing network infrastructure has significantly benefited our corporation and the broader community of Unalaska. We wholeheartedly recommend OptimERA xG to any entity seeking dependable and high-quality internet services in remote areas.

Sincerely,


Larry Bernardo
Manager, Information Technology
CMA-CGM America LLC
(714) 885-8168 | usa.lbernardo@cma-cgm.com



To Whom It May Concern,

June 20, 2024

On behalf of the Ounalashka Corporation, it is our pleasure to recommend OptimERA xG for their exceptional customer service and the high-quality, reliable internet service they provide in Unalaska, AK.

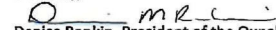
Over the years OptimERA xG has been providing on-demand and on-site solutions that empower OC to participate in the Missing and Murdered Indigenous Peoples movement, which provides vital social justice communication and resources for rural communities. They also provide on-site hot-spots for our virtual meetings for our Shareholders and their Descendants. We rely on OptimERA xG for safety and redundancy in communications, and they continue to enhance their operations to fulfill the roles that off-island competitors cannot meet. They have the capability to reach remote locations with their service, and we think that to be a game changer for Unalaska Island operations.

As a key organization serving the Unalaska community, we understand the vital role that dependable internet connectivity plays in supporting both business operations and community needs. Since engaging with OptimERA xG, we have witnessed a remarkable enhancement in our internet service quality. The reliability of their network has been consistently robust, ensuring seamless communication and connectivity across our operations, even in the challenging conditions unique to our region.

OptimERA xG's customer service team has been exemplary, consistently displaying professionalism, promptness, and a sincere dedication to addressing our needs. Their technical support personnel are both knowledgeable and efficient, always ready to resolve any issues swiftly and effectively.

The commitment of OptimERA xG to delivering superior service and maintaining a high-performing network infrastructure has significantly benefited our corporation and the broader community of Unalaska. We wholeheartedly recommend OptimERA xG to any entity seeking dependable and high-quality internet services in remote areas.

Sincerely,


Denise Rankin, President of the Ounalashka Corporation



OFFSHORE SYSTEMS, INC.

12019 76TH PLACE NE
KIRKLAND, WA 98034
PHONE (425) 828-6434
FAX (425) 827-2105

June 20, 2024

Dutch Harbor, AK

To Whom It May Concern,

It is with great pleasure that we write this letter to commend the outstanding customer service and high-quality, reliable internet service provided by OptimERA xG in Unalaska, AK.

As a company operating in remote locations, we understand the critical importance of dependable communication infrastructure. Since partnering with OptimERA xG, we have experienced a significant improvement in our connectivity and overall communication capabilities. The internet service provided by OptimERA xG has proven to be exceptionally reliable, even under the challenging conditions often present in the Aleutians.

Moreover, the customer service team at OptimERA xG has consistently demonstrated professionalism, responsiveness, and a genuine commitment to ensuring our needs are met. Their technical support staff is knowledgeable and efficient, always ready to address any issues that may arise promptly and effectively.

The dedication to providing high-quality service and maintaining robust network performance sets OptimERA xG apart in the telecommunications industry. We highly recommend OptimERA xG to any organization seeking reliable and high-performing internet services in remote areas.

Sincerely,

Nick Reed

COO

Offshore Systems Incorporated