



VELOCITY Ku Internet Service Order No. 260323

	Microcom	Customer Billing Address
Name	Microcom	City of Bethel, IT Department
Address	129 West 53 <sup>rd</sup> Avenue Anchorage, Alaska 99518	PO Box 1388 Bethel AK 99559-1388
Company Representative	Craig Spence	Bo Foley, IT Director
Telephone	(907) 264-3474	(907) 543-1372
Email	ar@microcom.tv	bfoley@cityofbethel.org
Customer Purchaser Order Number		

	Customer Location Address
Name	City of Bethel
Property Address	300 State Highway
Property Latitude/Longitude	
Company Representative	Bo Foley
Telephone	(907) 543-1372 / (907) 545-4847
Email	Bfoley@cityofbethel.org

Activation Date (Effective Date)	tba _____
Minimum Service Term	12 mo
Maximum Service Term	24 months
Service Activation Fee	n/a
Service Package (GOLD, SILVER, BRONZE)	<input type="checkbox"/> GOLD <input type="checkbox"/> SILVER <input checked="" type="checkbox"/> BRONZE
Equipment Package	<input checked="" type="checkbox"/> 1.2M ANTENNA <input checked="" type="checkbox"/> 1.8M ANTENNA <i>PSW</i> <input type="checkbox"/> X1 3 WATT <input type="checkbox"/> X7-3 WATT <input type="checkbox"/> iQ-1 3 WATT <input type="checkbox"/> iQ-5 4 WATT
Plan Fee	\$ 3999 <i>PSW</i>
Lease Fee for equipment	<del>\$75 monthly (maximum of 24 months)</del>
Plan Monthly Fee	\$299
Billing method	Invoice Monthly
Payment Terms	Net 30
Advance Payment Deposit	Deposit of two (2) months service due (Payment required prior to install)



## Terms and Conditions

In witness whereof, Microcom and customer have caused their duly authorized representative to execute this Agreement as of the Effective Date set forth above.

The parties hereto have caused this agreement to be properly executed in order that it shall be legally binding upon them and their respective heirs, successors, and assigns.

The customer acknowledges reading this agreement, understands it and that it constitutes the entire agreement and all understandings and representations, expressed or implied between the customer and Microcom with respect to the equipment and/or services to be furnished within this agreement. This document is intended by the parties as a final expression of their agreement and all prior agreements and understanding are merged herein.

### 1. SERVICE DESCRIPTION AND RESPONSIBILITIES:

Microcom will provide Customer with satellite-based telecommunication services on a shared platform basis for transporting data packets between the Demarcation Points and consisting of: (i) the necessary space segment capacity on the Satellite; and (ii) Gateway Services; ((i), and (ii), together the "Service"). The Service includes transmit/receive earth station service from the Gateway, space segment capacity, utilization of Microcom-provided DVB/IP platform and connection to the internet.

Customer shall be responsible for the following: (i) the purchase of the Microcom-approved Satellite Terminals; and (ii) the purchase, installation, maintenance, and operation of the Customer Equipment in accordance with all applicable law. For the avoidance of doubt, except where otherwise indicated, Customer Equipment includes the Microcom-approved Satellite Terminals.

2. **INSTALLATION:** Microcom or approved installer shall install the equipment being supplied in accordance with current applicable industry standards. All work is to be done in good workmanlike manner. Additional charges may be required for installation and/or nonstandard work. This may include, but is not limited to, pole mounts, non-penetrating roof mounts, rental of lift devices, wall fishing, attic crawls etc.
3. **EQUIPMENT:** Equipment price includes; Satellite modem/router, power cord, BUC, LNB, antenna, and feedhorn.
4. **TERM:** The Term of this Agreement shall be for two (2) years commencing on the Effective Date. Customer has the option, after providing written notice to Microcom, to upgrade Plan. Customer understands and acknowledges the Plan fee will be adjusted accordingly. Customer may renew this Agreement for another two (2) year term by providing Microcom with written notice of its intent to renew at least sixty (60) days prior to the expiration date. In such event, Microcom shall provide customer with any changes to the Plan pricing and shall notify Customer, in writing, of its acceptance or denial of the renewal request, within thirty (30) days from the date of the request to renew.
5. **DISCLAIMER:** Actual speeds may vary and are not guaranteed.
6. **TRAVEL AND FREIGHT:** Customer is responsible for all technician travel expenses and freight to transport equipment and tools required to reach a customer's location outside of the applicable designated marketing area (Anchorage, AK).
7. **SERVICE PAYMENT:** Customer payment must be received in advance of the billing cycle to avoid interruption of service.
8. **CUT-OVER DATE:** (If applicable) Microcom shall advise customer that the system cut-over will be performed on a "given date" and MICROCOM and Customer agrees that this date is SYSTEM CUT-OVER DATE. System cut-over date is the activation date for service. This is designed to establish the date when other related services will be required or terminated as necessary.
9. **DELAYS:** Neither party shall be held responsible if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party, including without limitation, weather, strikes, floods, acts of God, anything beyond the control of Microcom or delays in transportation or provision of supplies.
10. **CANCELLATION:** In the event that the customer should cancel all or part of this agreement following the execution of this agreement and installation by the customer, customer shall advise Microcom in writing. Microcom requires payment of a termination fee equal to all remaining months of the lease and/or service agreement. If cancellation occurs prior to

installation, Customer agrees to pay all expenses incurred to the point of cancellation including freight charges, logistics, handling and labor expenses incurred to that date.

11. **SUBSTITUTIONS:** Microcom shall reserve the right to substitute materials of equal or better quality when specified materials, as set forth in this agreement, are unavailable.
12. **ASSIGNMENT:** This agreement may be assigned in whole or in part after written notice to the other party and Microcom may subcontract any or all the work within this agreement after written notice to the Customer, provided any subcontractor utilized by Microcom is not debarred from doing business with the Customer.
13. **WARRANTY AND LIMITATION OF LIABILITY:** Subject to the provisions of this paragraph, whether the equipment is purchased or leased, Microcom warrants the equipment will be free from defects in material or workmanship for a period of one year from the system cut-over date. If any defects covered by this warranty appear within the above stated one-year period, Microcom shall have the option of repairing or replacing the equipment at its expense. Such repair or replacement shall be the customer's exclusive remedy for breach of warranty, representations, or for negligence. Microcom liability for any other claim shall be limited to the market value as of the date of the claim of the item of the equipment giving rise to the claim. Microcom will not be obligated to repair or replace any items of equipment or be liable for any claim arising from any items of equipment that have been repaired by others, abused, improperly handled or stored, damaged by acts of God or fire, strikes, rebellion, acts of others or altered or used with third party equipment that is defective or of poor quality. Microcom shall not be obligated to repair or replace equipment that has not been installed by Microcom or its authorized subcontractor.
14. **ADDENDUM/CHANGES:** If it becomes desirable or necessary by the Customer, at any time, subsequent to the date of this agreement, and before the SYSTEM CUT-OVER DATE to make any change in the terms of the agreement in either the material, labor or both, this change shall be made in writing and shall be signed by Customer and Microcom. The total agreement price will be adjusted according to these written change documents and the documents will become an addendum to the agreement. Any changes shall permit Microcom to extend the cut-over dates of this agreement. Microcom will relocate, rearrange, add to, or remove equipment only at written request of Customer who agrees to pay any applicable charges according to Microcom current rates for such services.
15. **SUBSEQUENT APPROVAL/CREDIT INVESTIGATIONS:** This agreement is not effective until accepted by the signature of a principal officer of Microcom and Microcom may reject Customer's offer to contract as set forth herein until so signing its' acceptance. Microcom may further accept Customer's offer subject to Customer's credit rating being established to the satisfaction of a principal officer of Microcom and Microcom is not obligated to order or install any equipment described herein until such credit rating is established to Microcom's sole satisfaction.
16. **DEFAULT:** If any of Customer's obligations to Microcom shall not be paid promptly when due, or if Customer breaches any other provisions hereof, Customer shall be in default within this agreement and all unpaid amounts shall at Microcom option become immediately due and payable. Upon Customer's default, Microcom shall have all rights and remedies under the Uniform Commercial Code of the United States and any other laws, including the right to any delinquent payments for which Customer agrees to remain fully liable. No remedy of Microcom hereunder shall be exclusive of any other remedy herein provided by law, but such remedies shall be cumulative and in addition to every other remedy, Microcom shall also be entitled to interest at the rate of twelve (12) percent per annum on any unpaid amounts under this agreement, and further be entitled to its costs and reasonable attorney's fees incurred in enforcing its rights and obligations under this agreement.
17. **TITLE:** Title to any of the equipment, whether purchased or leased, within this agreement shall remain with Microcom until Customer has made all payments due Microcom under this agreement. Risk of loss shall pass to Customer upon delivery. In the event such equipment is affixed real property, it is expressly understood and agreed that said equipment shall remain subject to removal as hereunder provided, and further that the Customer/OWNER/BUYER hereby waives any and all claims for damages to said real property or building caused by removal of said equipment or any part thereof. Customer shall execute any documents deemed necessary by Microcom to evidence such title and Microcom may file a copy of this agreement as desired to evidence such title. Pursuant to this paragraph, it is specifically understood by the customer that the Customer is granting Microcom a security interest in the equipment and Microcom shall be entitled to all its rights and remedies under the Uniform Commercial Code including repossession and/or redemption of the equipment if necessary in the event of nonpayment by the Customer under this agreement.
18. **INDEMNIFICATION:** To the extent permitted by law, Customer specifically agrees to indemnify and hold harmless Microcom for any and all claims, causes of action, suits, demands, or presentment arising out of or in any way whatsoever related to Microcom's performance of its obligation under this agreement that are not the result of negligence on the part of Microcom or its' employees. In the event that Microcom is required to appear and defend upon any such claim, cause of action, or suit, in addition to indemnifying Microcom for any acts that are not the result of negligence on the part of



Microcom or its employees, Customer also specifically agrees to reimburse Microcom for its costs and reasonable attorney's fees incurred in having to appear or defend in any such cause of actions.

- 19. **LEASE:** Customer understands that Microcom may elect to file appropriate forms evidencing Microcom's claim to the equipment supplied for any or all equipment covered under any lease associated with this document.
- 20. **ASSIGNMENT:** Customer may assign this agreement to another party upon approval of Microcom.
- 21. **ADDITIONAL COST:** The costs that are not included in this agreement and are to be considered additional and payable upon invoicing of the customer by Microcom are the following: TECHNICIAN TRAVEL AND EXPENSES (AIRFARE, LODGING, MILEAGE OR TAXI), INSTALLATION, NONSTANDARD MOUNTS, NONSTANDARD INSTALLATION WORK, FREIGHT TO TRANSPORT EQUIPMENT AND TOOLS. CUSTOMER TO PROVIDE ANY REQUIRED LOCAL TRANSPORTATION AND ONE CUSTOMER SUPPLIED ASSISTANT.
- 22. **AUTHORIZATION TO EXECUTE AGREEMENT:** Each person or parties' signature to this agreement specifically represents and warrants that it is duly authorized to execute this agreement on behalf of its respective principal or principals and that the respective principal or principals of each party shall be bound fully thereby.
- 23. **ENTIRE AGREEMENT:** This agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof and supersedes all prior understandings or agreements oral or written, other than as herein contained.
- 24. **NOTICES:** Any notices or requests required or desired to be given or made hereunder shall be in writing to the following points of contact at the following courier addresses, unless otherwise notified in writing.

INITIAL:  
*PW*

Microcom  
129 W. 53<sup>rd</sup> Ave.  
Anchorage, Alaska 99518  
Attention: Customer Service  
Email: internet@microcom.tv

City of Bethel  
PO Box 1388  
Bethel AK 99559-1388  
Attention: City Manager and Legal Department

- 25. **COMPLETE AGREEMENT:** This agreement constitutes the complete understanding between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their duly authorized representatives.

**MICROCOM**

**CITY OF BETHEL**

*[Signature]*  
Signature  
Jonathan Beiser  
Name Printed or Typed  
Director  
Title  
10/01/18  
Date

*Peter A Williams*  
Signature  
\_\_\_\_\_  
Peter A. Williams  
\_\_\_\_\_  
City Manager  
Sept 27 2018  
Date