CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2026-46

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR EXTENSION AGREEMENT WITH GCI COMMUNICATION CORPORATION FOR DEDICATED INTERNET SERVICE

WHEREAS, the city of Unalaska requires dedicated internet 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 Communication Corporation has offered increased internet bandwidth at a reduction in cost; and

WHEREAS, it is in the best interest of the City of Unalaska to extend their current agreement with GCI Communication Corporation for the provision of dedicated internet services with additional bandwidth.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into a two-year extension of the existing contract with GCI Communication Corporation for the provision of dedicated internet services.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on July 28, 2026.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Estkarlen P. Magdaong, CMC
City Clerk

CITY OF UNALASKA
CORPORATE
SEAL
STATE OF ALASKA

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Jim Sharpe, Interim Finance Director
Through: Marjie Veeder, Acting City Manager
Date: July 28, 2026
Re: Resolution 2026-46: Authorizing the City Manager to Execute a multi-year agreement with GCI Communication Corporation for dedicated Internet Service

<u>SUMMARY</u>: Through Resolution 2026-46, staff requests City Council to authorize the City Manager to extend the City's contract with GCI for Internet Service through October 31, 2031.

<u>PREVIOUS COUNCIL ACTION</u>: On July 2, 2024, City Council adopted Resolution 2024-32 Authorizing the City Manager to enter into a five-year master services agreement with GCI Communication Corporation for dedicated Internet Service.

<u>BACKGROUND</u>: In 2024, the City obtained quotes from OptimERA and GCI through an RFQ process for 80Mbps dedicated Internet services. At that time, GCI's quote indicated a 15% savings compared to the same service offered by OptimERA. The current agreement expires on October 31, 2029.

Recently, GCI approached the City with an early renewal offer that will upgrade our existing service to 250Mbps while reducing our annual cost from $227,040 to $214,596. To receive the service upgrade at a reduced price, GCI requires an additional 2-year commitment with a proposed expiration date of October 31, 2031.

<u>DISCUSSION</u>: The proposed agreement allows the City to increase bandwidth, providing better services throughout the City, while reducing cost, saving approximately $12,500 annually as compared to the current GCI contract.

<u>ALTERNATIVES</u>: Council may choose a approve the proposed early renewal option, saving the City approximately $12,500 annually or they can choose to maintain our current internet service levels until the existing agreement expires in October 2029.

<u>FINANCIAL IMPLICATIONS</u>: By agreeing to the early renewal offer from GCI, the City will save approximately $12,500 annually, compared to the terms of our existing agreement.

<u>LEGAL</u>: No legal impact.

<u>STAFF RECOMMENDATION</u>: Staff recommends adoption of Resolution 2026-46.

<u>PROPOSED MOTION</u>: I move to adopt Resolution 2026-46.

<u>CITY MANAGER COMMENTS</u>: Because the renewal offer increases our internet bandwidth and reduced the cost, I fully support the Staff Recommendation.

<u>ATTACHMENTS</u>: Proposed Change Order to Master Services Agreement

CHANGE ORDER-02
TO
GV-147

This Change Order ("Change Order") to the Master Services Agreement ("MSA") is made and entered into as of the date of the last signature below (the "Change Order Effective Date") by City of Unalaska ("Customer") and GCI Communication Corp. ("GCI") as follows:

1. **Changes.**

1.1 This Change Order **REVISES** MSA GV-147 as described below and shown in Attachment A, Services and Pricing:

1.1.1 Removes and replaces Custom Network Service - Internet and adds Dedicated Internet Access + LEO at 43 Raven Way Unalaska, Alaska 99685 for a new five (5) year term, beginning upon Customer Signature Date.

SERVICE ORDER SUMMARY

CUSTOMER INFORMATION	
Signatory:	

SERVICE ORDER SUMMARY INFORMATION	
This Service Order Summary Change Order includes and incorporates by this reference:	• **REVISED PRICING -** Services and Pricing, Service Location(s), and Service notes, (Attachment A) • ~~Custom Network Service - Internet, GV-147-02, Attachment~~ • Dedicated Internet Access + LEO, GV-147-03, Attachment

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 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.
3. **Billing Dispute Period.** The Customer shall have six (6) months ("Dispute Period") from the date of receipt of any invoice to review and notify the Company of any dispute regarding the accuracy of charges or other errors. Any dispute not raised, within the Dispute Period, will be deemed waived and the invoice accepted as accurate.

3.1 If a billing dispute is raised within the agreed-upon period, the parties agree to resolve the issue within thirty (30) days. During this period, the Customer shall continue to pay undisputed amounts, in accordance with the terms of the Agreement.

3.1.1 The Customer must notify the Company of any billing dispute, and the parties must fully resolve any such dispute, brought under the Agreement prior to any associated Universal Service Fund Funding Request's invoicing deadline or within six (6) months of the date of Customer's invoice, whichever time period is less.

3.2 Upon the resolution of the dispute, any adjustments or credits will be reflected in the next billing cycle or as otherwise agreed upon by the parties in writing.

This Change Order, MSA, Service Orders and other Change Orders constitutes the entire understanding between the parties with regard to the subject matter hereof, and supersede all negotiations, representations, prior discussions and preliminary agreements between the parties. By signing below, Customer represents that it is authorized to sign this Change Order, acknowledges that it has carefully read and fully understood the Service Order Summary and all attachments and Service 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 Change Order as of the date of the last signature below.

City of Unalaska	**GCI Communication Corp.**
________________________________	________________________________
Authorized Signature	Authorized Signature
________________________________	________________________________
Name	Name
________________________________	________________________________
Title	Title
________________________________	________________________________
Date Signed	Date Signed

DS CS Initial DC

CHANGE ORDER-02
TO
GV-147
ATTACHMENT A

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

1. SERVICES AND PRICING.

REMOVED & REPLACED SERVICE					
Service Description	**Service Location**	**Rate**	**Monthly Recurring Charges (MRC)**	**Term begins after Service Delivery Date**	**Install NRC**
Custom Network Service - Internet	43 Raven Way Unalaska, Alaska 99685	80 Mbps	$18,920.00		
Monthly Custom Network Service - Internet			**$18,920.00**		

ADDED SERVICE					
Service Description	**Service Location**	**Rate**	**Monthly Recurring Charges (MRC)**	**Term begins after Service Delivery Date**	**Install NRC**
Dedicated Internet Access + LEO	43 Raven Way Unalaska Alaska 99685	250 Mbps	$17,883.00	5 Year	$0.00
Monthly Dedicated Internet Access + LEO Charges			**$17,883.00**		

1.1 Monthly recurring charges do not include taxes, regulatory surcharges, or non-recurring charges that may apply, amount billed to Customer may vary.

2. SERVICE NOTE.

2.1 None.

DEDICATED INTERNET ACCESS + LEO SERVICE ORDER
GV-147-03
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 ("Agreement" or "MSA") between GCI Communication Corp. ("Company" or "GCI") and the City of Unalaska ("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 a Change Order.

1.1.1 If required, GCI will identify any non-recurring charge (NRC) required to deliver Service to the Customer's individual site.

1.2 Payment Terms. These amounts are exclusive of any taxes, surcharges, fees, assessments, or recoveries reasonably determined by Company to be imposed on you or Company as a result of use of the Service. Customer shall pay Company all charges within thirty (30) days of billing. 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 specified site(s) or address(es) 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 of the Service Order, 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 Charges for Changes to Services. If Customer requests a change that requires material modifications to the Service or Equipment, including but not limited to re-location or upgrades/downgrades in circuit capacity, there may be additional charges which will be separately invoiced. GCI will present an itemization of such additional charges to Customer for approval prior to implementing any changes to the Service.

2. SCOPE OF SERVICE. Company will provide the following services ("Service" or collectively, "Services") to the Customer.

2.1 Dedicated Internet Access Service + LEO is designed to deliver Internet Access to the GCI provided equipment at the Customer's Premise. The Service is designed to provide diverse access to and from the IP Address subnets provisioned by the Company. It delivers the internet over a Primary and Secondary Path. The Primary Path is a dedicated terrestrial connection between the local GCI Point of Presence (PoP) and the GCI provided equipment at the Customer's premise. The Secondary Path is delivered over a low earth orbit (LEO) satellite service with a connection to GCI's core equipment. Only one (1) path will be in use at any time. GCI will configure and install the LEO satellite equipment on the Customer's premise. The Service includes 24x7x365 support and monitoring of the Service and management of the equipment at the Customer's premise at the included Service Level Agreement (SLA) metrics.. Usage is unlimited on the Primary Path and is not throttled at any time, but Service is subject to all applicable Acceptable Use Policies. Download / upload rates for the Primary Path are included in the Services and Pricing page, Attachment A in the Agreement or Change Order. Download and upload rates for the Secondary Path are variable and provided with no guarantees of a minimum or maximum rates

2.2 Required Professional Services. In order to provide the services specified in this Service Order, Company will install the Service for a one-time Non-Recurring Charge as specified in the Services and Pricing page, Attachment A in the Agreement or Change Order.

3. TERM AND TERMINATION.

3.1 Term Agreement. The Initial term of the Service Order 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 ("Initial Term"). The Term start date shall begin on Customer Signature Date of GV-147 CO-02.

3.1.1 Following the end of the Initial Term, the Service will continue on a month-to-month basis, but discounts may not apply. The Service Order may be terminated by Customer by giving sixty (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 INITIAL TERM, COMPANY WILL CHARGE CUSTOMER AN EARLY TERMINATION FEE. Early Termination Fees will include payment of the 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 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. Company's BTS 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 adequate environmental controls, including space, power, cooling and security for installation and operation of Company facilities on Customer's premises.

5.1.4 Customer location has adequate and appropriate wiring between the building's telecommunications demarcation point and the Service Delivery Point (internal wiring and cabling). Inadequate internal wiring may result in an internal wiring extension charge to connect the telecommunication demarcation point and the Customers desired Service Delivery Point. If an internal wiring extension is required a contract Change Order with the additional cost listed as a line item will need to be executed.

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 Service Delivery Point. The Service Delivery Point is the physical handoff of Service on the network interface device ("NID") installed by the Company at the Customer's preferred location for service delivery and handoff. Title to the Company provided NID will remain with Company at all times and must be immediately returned upon termination of Service. If Customer elects to install their own NID then the Demarcation Point will be a 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 a single IPv4 address by default and up to a /29 of IPv4 space. Customer may request additional IPv4 space subject to availability and American Registry for Internet Numbers (ARIN) usage policies. Company may require additional documentation in support of Customer's request for IPv4 space. GCI will also provision a single IPv6 subnet for Customer's use. IP network addresses assigned from a Company net-block are non-portable and must be returned to Company. Customer may bring their own IP Address space for GCI to route. Additional charges and restrictions to implement Customer owned IP space may apply.

6.5 Acceptable Use. Customer agrees not to use, or permit others to use, if applicable, the Services in ways that (a) violate any law or applicable regulation, (b) violate this Service Order, GCI's Acceptable Use Policy in addition to the Acceptable Use Policy located at https://www.starlink.com/legal/documents/DOC-1001-59234-61, (c) infringe the rights of others, and (d) interfere with the users, Services, or low orbit satellite kit of the low orbit satellite network or other networks.

6.6 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, ceilings and rooftops in order for the Service to function properly. GCI will use commercially reasonable efforts to keep damage to walls, ceilings, rooftops 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.

6.6.1 At the Customer's request, GCI may install the equipment on a square ground mount structure. GCI will make reasonable efforts to minimize ground disturbance needed for the wiring trench between the ground mount and the building entry point.

7. SERVICE LEVEL AGREEMENT (SLA).

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 Latency. Latency is measured Out of Band and is defined as the round-trip time in milliseconds between GCI's Point of Presence and GCI's Service Delivery Point.

7.1.2.1 Out of Band is a method of remotely managing equipment using a separate communication channel from the main network. GCI uses this approach to ensure it does not interfere with the Customer's internet traffic.

7.1.3 Jitter. Jitter is measured Out of Band and is defined as the absolute value of the round-trip delay between GCI's Point of Presence and GCI's Service Delivery Point.

7.1.4 Packet Loss. Packet loss is measured Out of Band and is defined as loss of packets between GCI's Point of Presence and GCI's Service Delivery Point.

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

7.1.6 Calculating 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 or Service Fault. Service Availability is measured as a percentage and calculated as follows:

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

7.1.7 Scheduled Maintenance. Scheduled Maintenance means planned maintenance conducted by the Company between 12:00 a.m. and 6:00 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 Degraded Service. Degraded Service is a state that occurs when there is a Service Outage or a Service Fault.

7.1.9 Service Outage. A Service Outage is defined as the loss of 100% of all SLA Performance Metric test packets. A Service Outage will be measured from the time GCI detects the loss of all SLA Performance Metric test packets, or the time the Customer reports the fault, and it is verified by GCI, and the time the SLA Performance Metric test packets are restored to a state where they are no longer violating the SLA Performance Metrics. Exceptions to this are listed pursuant to Section 7.4.

7.1.10 Service Fault. A Service Fault is defined as a violation of the SLA Performance Metrics as measured by the test packets. A Service Fault will be measured from the time GCI detects the loss of one or more SLA Performance Metric test packets, or the time the Customer reports the fault, and it is verified by GCI, and the time the SLA Performance Metric test packets are restored to a state where they are no longer violating the SLA Performance Metrics. Exceptions to this are listed pursuant to Section 7.4.

7.1.11 SLA Performance Metrics. The Company uses the following metrics to determine performance for the purposes of SLA violations and credits.

SLA Performance Metrics
Latency ≤ 25 ms
Packet Loss ≤ 0.1%
Jitter ≤ 8 ms

7.1.12 Purchased Throughput. Purchased throughput is defined as the amount of bits, listed in megabits per second (Mbps) or gigabits per second (Gbps), as shown on the Agreement, Service Order, or Change Order. Company measures Purchased Throughput at the OSI (Open System Interconnect) Layer 3 level. Customer acknowledges that a variable amount of overhead is required to process the transmission of customer data, therefore third-party speed tests may show results (throughputs) that are lower than the Purchased Throughput.

7.2 Service Outage Severity and Restoration Targets. A Degraded Service is 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 Service Faults based on their priority are as follows:

Degraded Service	**Criteria**	**Target Mean Time to Restore**
Priority 1 (Service Outage)	Defined above.	4 hours
Priority 2 (Service Fault)	Defined above.	24 hours

7.3 Service Availability. The Service is designed to deliver an average availability of 99.95%, which corresponds to no more than twenty-two (22) minutes per month of Degraded Service. 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:

Total Degraded Service minutes in a given month	**Credit % of monthly Charge for affected Service**
23 – 180 minutes	4%
181 – 300 minutes	8%
301 – 480 minutes	10%
481 – 720 minutes	15%
≥ 721 minutes +	Greater of 25% or utilize the following calculation: ((Total Service Outage Minutes/43,200) x 100)

7.3.1 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.

7.3.2 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.

7.4 Limitations and Exclusions. The Service Level Agreement excludes Service Outages and Service Faults resulting from any of the following:

7.4.1 The acts or omissions of the Customer, its Affiliates, Agents or Contractors, or any Third Party;

7.4.2 Congestion resulting from exceeding purchased bandwidth;

7.4.3 Scheduled Maintenance;

7.4.4 Environmental issues at Customer site such as power, cooling and unauthorized physical access to the equipment on premise;

7.4.5 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;

7.4.6 Events outside of Company's control, including Force Majeure Events as defined in the Agreement; and

7.4.7 Emergency Repair Services.