

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2026-49

A RESOLUTION OF THE UNALASKA CITY COUNCIL RATIFYING THE FIVE-YEAR MASTER SERVICES AGREEMENT, GCI EDUCATION SERVICE ORDER, AND GCI MANAGED FIREWALL SERVICE ORDER FOR LIBRARY PUBLIC INTERNET SERVICE

WHEREAS, the Unalaska Public Library needs dedicated internet services for library patrons and issued a Request for Proposals for such services beginning in FY24; and

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

WHEREAS, costs for this contract are paid 90% - 100% by federal and state grants; and

WHEREAS, GCI has been providing satisfactory internet service under this contract for three years; 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, it is in the best interest of the City of Unalaska to ratify this five-year agreement with GCI Communication Corp. for the provision of dedicated internet services and managed firewall.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council ratifies the attached five-year Master Services Agreement, GCI Education Service Order, and GCI Managed Firewall Service Order with GCI Communication Corp. for the provision of dedicated internet services at the library.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on August 11, 2026.


Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:


Estkanen P. Magdaong, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Karen Kresh, City Librarian
Through: Roger Blakeley, PCR Director
Through: Marjie Veeder, Acting City Manager
Date: August 11, 2026
Re: Resolution 2026-49: Ratifying the FY24-28 Master Services Agreement with GCI Communication Corp. for Dedicated Internet and Managed Firewall Services

SUMMARY: Following staff and legal review of the existing contract, staff recommends that Council review and consider ratifying the current Master Services Agreement with GCI for public internet service at the library. Resolution 2026-49 will accomplish this objective.

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

BACKGROUND: We currently have a 5-year dedicated fiber optic internet service agreement with GCI for 25Mbps that will expire on June 30, 2028. This service provides public internet at the library and is largely funded by two grants, including the federal E-Rate program. E-Rate maintains strict recordkeeping and bidding standards for funding recipients. The City has been following and meeting these requirements with the support of a specialized consultant, E-Rate Advantage. The consultant guided city staff through a competitive bidding process in December 2022 and January 2023, which resulted in the current agreement for public internet service.

From FY15 to FY22, the library received E-Rate funding by participating in a consortium with the Unalaska City School District. The school district served as the consortium leader and document signer during this time. City Council did not review the contracts during this period.

In preparation for the FY23 funding year, after the arrival of high-speed internet in Unalaska, the library and school determined that the consortium was no longer needed for cost effectiveness, and we disbanded it by mutual agreement. At that time, city staff issued an RFP for internet service and selected GCI through a competitive bidding process in line with E-Rate requirements. This resulted in the current contract.

Past library internet contracts had not gone before Council because they were signed by the school. In 2023, after the consortium disbanded, staff focused on meeting E-Rate requirements, including a competitive bid process and a deadline to submit the agreement to the FCC. This was also a time of transition, with Chris Hladick serving as the Interim City Manager immediately prior to Bill Homka assuming the full-time role. Due to these factors, staff did not realize this agreement would need to go before Council for review; in hindsight, this was a lapse on the part of staff.

Upon review at the beginning of FY27, staff determined that the approval process for the current agreement did not fully align with standard city policies, as the multi-year agreement did not receive approval from City Council. Resolution 2026-49 will bring this agreement into compliance with the city procurement code.

DISCUSSION: The library issued a public RFP for internet service on November 16, 2022. The deadline to submit proposals was December 19, 2022. A copy of the RFP is attached. The library issued a second RFP on January 3, 2023 requesting proposals for asynchronous internet service in hopes of lowering proposed costs, but we did not receive any asynchronous proposals and decided to move forward with the proposals from the initial November 16 RFP.

Bids were received and evaluated by the PCR Director, the City Librarian, and the IT Manager. Of the bids submitted, two vendors met the qualification criteria for scoring: GCI and OptimERA. GCI was selected primarily due to its lower price. For a 25Mbps connection with managed firewall over a five-year contract, GCI's proposal cost \$108,876 per year, and OptimERA's proposal cost \$130,224 per year. Staff selected the 5-year contract with GCI because it offered significant cost savings.

ALTERNATIVES:

1. Adopt the resolution as presented; or
2. Take no action, opting not to bring this agreement into compliance with the city procurement code; or
3. Vote not to ratify the agreement, which would place the city in uncertain territory regarding the validity of the agreement. This alternative may require the city to pay back past E-Rate funds and would place future E-Rate and OWL funding in jeopardy.

FINANCIAL IMPLICATIONS: Of the \$108,876 annual cost for this contract, E-Rate pays \$54,059 directly to GCI. The Online with Libraries (OWL) program through the State of Alaska funds most of the remaining cost. OWL funds vary annually; they range between \$45,738 - \$54,517 per year during the current internet contract. We expect to know the FY27 OWL amount in October 2026.

The remaining internet cost is paid by the City's general fund, with funds appropriated in the Library operating budget. In FY24, this cost was \$8,779. In FY25 and FY26, the cost to the general fund for this contract was \$0.

All grant and general fund totals are included in the library's annual operating budget. Information about this agreement, its costs, and its grant funding appears in the Library Business Plan, which is submitted to Council annually.

LEGAL: The City Attorney has reviewed this information and determined that a council resolution ratifying the contract would be proper and eliminate potential infirmities.

STAFF RECOMMENDATION: We recommend that the City ratify the current library internet contract with GCI for FY24-FY28 by adopting Resolution 2026-49.

PROPOSED MOTION: I move to adopt Resolution 2026-49.

CITY MANAGER COMMENTS: It is unfortunate that the required Council approval was not timely obtained, but this is a relatively easy "fix" and I recommend that Council adopt the proposed resolution.

ATTACHMENTS:

- GCI Master Services Agreement
- GCI Education Service Order, FY24 – FY28
- GCI Managed Firewall Service Order, FY24 – FY28
- Request for Proposals, Internet Service
- Bid Matrix and Evaluations
- Bids Submitted

GCI Communication Corp.
USAC SPIN 143001199
FCCRN 0001-5688-80



2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
907-868-5600

GCI Master Services Agreement – SA-920

This Master Services Agreement (the “Agreement”) is entered into as of February 27, 2023 (“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 Unalaska Public Library (“Customer”), having its principal place of business at 64 Eleanor Drive, Unalaska, AK 99685 (each a “Party” and collectively, “the Parties”).

1. SERVICE ORDERS

- 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 for all Services identified in the Service Order (the “Service Charges”). Delinquent bills may be assessed a late fee and a monthly finance charge. Bills not paid within 30 days of the delinquent date (60 days from the billing date) will be cause, in GCI’s sole discretion, for termination of Services. Termination of any or all of the Services does not relieve Customer of the obligation to pay for past due amounts, plus the Service Charges, or of any other obligations that may exist under this Agreement.
- 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 may include wages, overhead, general and administrative expenses and profit. Fixed hourly rates will be billed as identified in the 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 Service Charges for Services 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 Service Order Summary, 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 Customer's financial qualifications and the combined value of all payments required under the service order.
- 2.8. Taxes and Fees. Service Charges are exclusive of any taxes, surcharges, fees, assessments, or recoveries reasonably determined by GCI to be applicable to, or imposed on either Party as a result of the Services ("Taxes"). Taxes do not include income tax imposed by a federal, state or local taxing authority on GCI's income. GCI will pass through all Taxes and Customer will pay Taxes in accordance with the provisions of this Agreement.

3. TERM

- 3.1. Term. The term ("Term") of this Agreement will begin as of the Effective Date and continue for the longest term of any executed Service Order(s) or Statement(s) of Work executed concurrently. 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 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 Statements of Work, 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 any Service if Customer materially breaches this Agreement, including by failure to pay any Service Charge when due, and if Customer does not cure such breach within 15 days of 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. GCI may terminate Service upon six months' prior notice if GCI substantially ceases to provide services in the state in which the Customer is located.

- 3.3. Termination by Customer. Unless otherwise stated in a Service Order or Statement of Work, 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 through the date of termination. If a Customer terminates a bundled Service for which it is receiving a bundled service discount, GCI may reduce or eliminate the discount.
- 4. USAC FUNDING**
- 4.1. To the extent the Services are funded through the Universal Service Administrative Company ("USAC"), Customer is responsible for compliance with all USAC rules regarding application for funding and use of any funded Services, and Customer acknowledges that failure to comply with these provisions may place Customer's eligibility to receive funding at risk. If funding is denied or terminated in full or in part at any time due to any action or inaction on the part of Customer, then Customer will remain liable for all Service Charges and any applicable Early Termination Charges.
- 4.2. If Customer is relying on USAC to pay for eligible portions of the Services, Customer will be solely responsible for the correct, timely, and accurate filing of all forms required to receive funding for eligible services and ensure timely payments to GCI for Services. Customer agrees that it will use all reasonable and lawful means to obtain USAC funding, including applying for such funding in a timely manner, requesting sufficient funds to cover the eligible costs of Services, and complying with all USAC rules. Customer agrees to submit FCC Form(s) 486 or FCC Form(s) 467 not more than 30 days after the date of the Funding Commitment Decision Letter(s) for each Funding Request Number listing GCI as the service provider.
- 4.3. If Customer is denied USAC funding in full or in part and elects to continue to receive the services, or some portion thereof, for which the denied funding was intended, Customer will be responsible for the full retail value of the services provided. If Customer appeals a funding denial to USAC or the Federal Communications Commission, Customer agrees either to pay a minimum of 50% of the retail value of the services being provided for which USAC funding was denied pending the appeal, or to cooperatively develop a payment plan with the GCI Program Manager within 60 days of the denial notification. If Customer elects to pay a minimum of 50% of the retail value of the services for which USAC funding was denied pending the appeal, Customer remains responsible for the unpaid percentage of the services provided. Upon receipt of a final administrative body order denying USAC funding in whole or in part, the balance owed will be due in full. Customer must either (a) pay the entire unpaid balance or (b) execute a mutually acceptable written payment plan within 30 days, otherwise GCI may, in its sole discretion, terminate this Agreement and immediately cease providing Services hereunder to Customer. If the final administrative body order restores USAC funding in whole or in part, credits will be applied to Customer's account in accordance with such funding decision.
- 4.4. If Customer fails to successfully file an FCC Form 486 or 467 within the deadline, the Services covered by the funding commitment requiring the form may be terminated at GCI's sole discretion. Customer remains responsible for payment in full for all services delivered up to the point of termination.
- 4.5. Unless otherwise specified, Customer may terminate or modify the Services related to a USAC Funding Request Number ("FRN") if denied USAC funding in full for reasons other than noncompliance with the relevant rules and filing requirements. Under such circumstances, Customer must provide written notice of termination to be received by GCI not less than 30 days from desired date of termination. Additionally,

upon termination or modification, Customer will remain liable for its portion of the Service used prior to termination.

- 4.6. Unless otherwise specified in writing, Customer is always liable for the portion of the Services which is not funded through USAC and must remit such amounts to GCI on a timely basis each month.

5. **PREMISES AND EQUIPMENT**

- 5.1. **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 (jointly referred to as "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 Equipment installation. 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 Equipment will be installed. Customer agrees to notify GCI in writing prior to executing this Agreement if Customer's Premises are either owned or managed by the State of Alaska Department of Transportation and Public Facilities as an airport property, or by any federal agency, including but not limited to the Bureau of Land Management, Indian Health Service, or Bureau of Indian Affairs. Customer will 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.
- 5.2. **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 Equipment. Customer further understands that certain 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.
- 5.3. **GCI Equipment.**
- 5.3.1. "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.
- 5.3.2. 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.

5.4. Customer Equipment.

- 5.4.1. "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.
- 5.4.2. 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.

6. SECURITY, ACCEPTABLE USE AND PRIVACY

- 6.1. 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 unauthorized 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. Any specifically applicable security provisions for an individual Service provided by GCI will be included in the relevant Service Order. GCI's obligations with respect to security of the Services are limited to those specifically set forth in this Agreement.
- 6.2. Account Security and Passwords. Customer is responsible for maintaining the confidentiality of any passwords used to access or use the Services. Customer 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.
- 6.3. 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>. 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 notice. In the event of such changes, the new Acceptable Use Policy will be posted online at the above link.
- 6.4. Privacy. The GCI Privacy Policy, available online at <https://www.gci.com/privacy-policy>, explains how GCI handles Customer's personal data. The Privacy Policy describes the data GCI collects, how the data is used, and how GCI protects its 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.
- 6.5. 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 this 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 11.4 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.

- 6.6. 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 Customer Service at 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.
- 6.7. 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 will not be 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.
- 6.8. 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 the 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.
- 6.9. Protected Health Information. Customer acknowledges that the Services provided by GCI hereunder are those of a "conduit" (as described in Health & Human Services Office for Civil Rights Guidance) and that GCI 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 GCI, its affiliates and their officers, directors, employees and agents harmless from and against any Claims asserted against GCI relating to or arising out of its transmission of PHI using the services.

7. SYSTEMS AND DATA

- 7.1. 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.
- 7.2. 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.

8. PROFESSIONAL SERVICES.

- 8.1. 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.
- 8.2. 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 hours of 8:00 AM to 5:00 PM Pacific 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.
- 8.3. 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.
- 8.4. Travel and Other Expenses.
- 8.4.1. 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.
- 8.4.2. 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.
- 8.4.3. 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.

8.4.4. Per Diem. Per Diem charges, if applicable, will be defined in the Statement of Work.

8.4.5. 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.

8.4.6. Freight. Customer is responsible for all Customer purchased equipment transportation costs and expenses. Any costs incurred by GCI will be billed to Customer.

8.5. Standard of Care, Warranty and Limitations.

8.5.1. 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 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.

8.5.2. 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. 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.

8.5.3. 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.

8.6. GCI Personnel at Customer's Location. Customer agrees to provide GCI employees and subcontractors assigned to support the Statement of Work, a suitable place of work, which will comply with all applicable Federal, State and local health and safety laws and regulations. If Customer should desire that GCI employees and subcontractors abide by certain of its safety rules and regulations, then Customer will furnish to GCI copies of such rules and regulations so that GCI may instruct such personnel accordingly. 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.

8.7. Changes to Statement of Work (SOW), Revision Orders.

- 8.7.1. 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.
- 8.7.2. 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.
- 8.7.3. 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.

8.8. Project Close Out

- 8.8.1. 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 applicable and detailed in the Statement of Work) will be used as the guideline to determine project completion.
- 8.9. 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.

9. LIABILITY AND DISPUTE RESOLUTION

- 9.1. 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.

- 9.2. 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.
- 9.3. LIMITATION OF LIABILITY. GCI WILL NOT 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.
- 9.4. 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 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 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 its rules, in Anchorage, Alaska. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. 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.

10. CONFIDENTIALITY

- 10.1. "Confidential Information" means information disclosed by GCI to Customer in connection with the Services, or the negotiation or performance of this Agreement, even if such disclosure occurred before the Effective Date.
- 10.2. Customer may not at any time during or after the termination of this Agreement disclose any Confidential Information outside its organization. Customer 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, Customer will notify GCI and will act to prevent any further disclosure or misuse.
- 10.3. Customer's obligation of confidentiality and restriction on use will not apply to information that: (i) must be disclosed or made publicly available under applicable E-Rate and USAC rules; (ii) at the time of

disclosure was available to the public; (iii) after disclosure became available to the public by publication or otherwise by a person other than Customer; (iv) was in the possession of Customer or its subsidiaries or affiliates at the time of disclosure; (v) was received by Customer from a third party without an obligation of secrecy; or (vi) was or is disclosed to another party by GCI or its agents or authorized representatives without a corresponding obligation of confidence.

- 10.4. Customer is permitted to disclose Confidential Information as required by law or regulation provided, however, that Customer must (i) if not prohibited by law or regulation, give GCI written notice promptly upon receipt of a disclosure requirement and before the disclosure is made; (ii) take reasonable actions and provide reasonable assistance to the GCI to secure confidential treatment of the Confidential Information; and (iii) disclose only such Confidential Information as is required.

11. MISCELLANEOUS

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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:

Unalaska Public Library
Attention: Karen Kresh
PO Box 610
Unalaska, AK 99685

GCI:

GCI
Attention: Annette Jones
2550 Denali Street, Suite 1000
Anchorage, AK 99503

With a copy to:

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

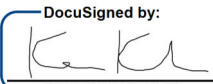
- 11.5. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
- 11.6. Assignment. Neither this Agreement, nor any of Customer's rights or obligations herein are transferable or assignable by Customer without GCI's prior written consent and any attempted transfer or assignment hereof not in accordance herewith are null and void.
- 11.7. 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.

- 11.8. 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.
- 11.9. 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.
- 11.10. Entire Agreement. This Master Services Agreement, along with any Service Orders 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.
- 11.11. 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.
- 11.12. 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 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.
- 11.13. 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.

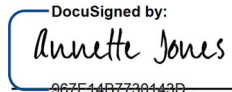
{Signatures on Next Page}

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

Unalaska Public Library

DocuSigned by:

5FB058BF2496417...
Authorized Customer Signature
Karen Kresh
City Librarian
Printed Name and Title
3/16/2023
Date Signed

GCI Communication Corp.

DocuSigned by:

967E14B7730143D...
Authorized GCI Signature
Annette Jones
VP, Healthcare & Education of Alaska
Printed Name and Title
3/16/2023
Date Signed

GCI Communication Corp.
USAC SPIN 143001199
FCCRN 0001-5688-80

2550 Denali Street, Suite 1000
Anchorage, Alaska 99503
907-868-5600



GCI Education Service Order – SA-920-01

This Service Order is subject to the terms and conditions of the GCI Master Services Agreement SA-920 ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and Unalaska Public Library ("Customer") (each a "Party" and collectively, "the Parties"). By executing the Service Order, Customer agrees to be bound by the terms and conditions of this Service Order.

1. DESCRIPTION OF SERVICES

- 1.1. Service Menu. The Service Menu of options will be as stated in the Service Order Summary page, Exhibit A.

2. SERVICES AND PRICING

- 2.1. Service Charges. The Services selected by Customer and the associated Service Charges are set forth in the Service Order Summary page, Exhibit A or a Change Order.
- 2.2. Start of Billing. Charges will begin when the Service is delivered to the location(s) as stated in Section 4.2 ("Service Delivery and Billing Commencement Date").
- 2.3. Delinquent Invoices. Customer will pay GCI all Service Charges within 30 days of billing. Overdue payments will bear a one-time late charge and will be charged a per month finance charge from the original billing date. Charges will begin on the date of acceptance of the Service.

3. TERM, SUSPENSION AND TERMINATION

- 3.1. The Term of the Service Order will be as stated in the Service Order Summary page, Exhibit A.
- 3.2. Suspension by GCI.
- 3.2.1. GCI may, at its sole discretion, suspend the Services without notice for the following reasons: (i) to prevent damage or degradation of its network integrity; (ii) to comply with any law, regulation, court order, or other governmental request requiring immediate action; or (iii) to protect itself from legal liability.
- 3.2.2. A suspension of Services will continue until such time as GCI believes the problem giving rise to the suspension has been resolved to GCI's sole satisfaction.
- 3.2.3. During a suspension of the Services under this Section 3.2, GCI will continue to bill Customer for the Services and Customer will remain responsible for full, prompt payment of the Service Charges as required under the terms of this Service Order. No service level credit available under Section 9 will be given for a suspension of Services.

3.3. Termination by GCI.

- 3.3.1. GCI may terminate Service if Customer materially breaches this Service Order of the Agreement; provided that Customer does not cure the breach within 30 days of written notice from GCI. If GCI terminates Service prior to the end of the Term due to Customer's material breach, Customer will pay a fee equal to 50% of the total payments which would be due for the remainder of the Term at the rates in effect at the time of termination (an "Early Termination Charge").
- 3.3.2. GCI may terminate 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. GCI may terminate Service upon six months' prior notice if GCI substantially ceases to provide services in the state in which the Customer is located.

3.4. Termination by Customer.

- 3.4.1. Except as set forth herein, if Customer terminates all or part of its Service prior to the end of the Term, Customer will pay an Early Termination Charge.
- 3.4.2. Customer may terminate Service in an individual location due to population losses which force closure of that location, and Customer provides GCI written notice at least 90 days in advance of the termination date.
- 3.4.3. Customer may terminate Service in an individual location due to the loss of a particular location due to fire or other natural disaster, and Customer provides GCI written notice as soon as possible after the date of the loss.
- 3.4.4. Customer may terminate this Service Order prior to expiration of the Term without incurring an Early Termination Charge if such termination is pursuant to a material breach by GCI; provided that GCI does not cure the breach within 30 days of receiving written notice from Customer of the breach.
- 3.4.5. Customer must notify GCI in writing no later than 60 days prior to the planned termination date of Services. Upon termination, Customer will be responsible for all Service Charges through the planned termination date or 60 days from notification to terminate Services, whichever is later.

4. SERVICE DELIVERY AND SUPPORT

- 4.1. Commencement of Service Charges. The Service Charges begin when (a) the Service and any associated GCI Equipment has been fully installed and tested, (b) Customer has given GCI its acknowledgement of Service installation and testing, and (c) the Service is available for Customer use, regardless of the status of any Customer Equipment.
- 4.2. Service Delivery and Billing Commencement Date(s). Service Delivery is defined as: when service becomes operational and usable by Customer per location. The Customer may be notified via an emailed Service Delivery Notice of the service delivery date(s), the service delivery date(s) will also be the billing commencement date(s) per location. If there are multiple locations with different service delivery dates, the Service Delivery Notice will show the service delivery date per location; if service delivery dates span more than one billing cycle, Customer's billing will begin prior to the final Service Delivery Notice being received by the Customer.

- 4.3. Customer Initiated Support. Business Technical Support ("BTS") will provide Customer-Initiated Support for the Services. 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. BTS will act as the customer advocate and will manage events to resolution, while keeping Customer informed of the status.

5. CHANGES OR ADDITIONS TO SERVICE

- 5.1. Change Order. Services may not be removed or altered during the Term of this Agreement; however, Services may be added or substituted, including address changes during the Term to meet Customer's expanding business needs as provided for herein. Any change to the Services as described in this Section 5 must be pursuant to a Change Order. All changes to the Service not authorized under this Section 5 must be pursuant to an amendment of this Service Order.
- 5.2. Additional Services. In accordance with GCI's proposal to provide the Services, during the Term of this Service Order, Customer may add additional Services to meet expanding needs. Customer may add Services by executing a Change Order setting forth the Services to be added (the "Additional Services").
- 5.3. Substituted Services. With prior written consent from GCI, Customer may substitute an existing Service under this Service Order for another Service ("Substituted Service"), whether or not the Substituted Service is set forth in Section 1. The Substituted Service must be the same or substantially similar to the Services provided by GCI prior to substitution. A Substituted Service will only be delivered to Customer pursuant to a fully executed Change Order.
- 5.4. 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.
- 5.5. Customer accepts full responsibility for all Service Charges regardless of the funding source. If Customer fails to receive funding from external funding sources to pay any portion of the Service Charges, such as the State of Alaska, Customer will remain liable for the full amount of the Service Charges. Notwithstanding the preceding sentence, Customer may substitute a lower cost GCI service should budget appropriations from the State of Alaska be reduced such that the current Service becomes financially untenable.

6. INSTALLATION

- 6.1. Installation Charges. Service Charges cover all normal expenses incurred to install and terminate the circuit on the GCI-provided demarcation equipment at Customer's premises. It does not include the following items, which will be separately invoiced, if applicable:
- 6.1.1. Any additional non-tariff local loop installation requested by Customer that may require to extending the circuit from the Local Exchange Carrier termination point to the physical location where the demarcation equipment will be installed.
- 6.1.2. Any additional costs for equipment that may be necessary to provide the Services or required by Customer that goes above and beyond the standard GCI provided demarcation equipment.
- 6.1.3. Any travel and accommodation costs for technicians to and from the Service termination point.
- 6.2. Newly Occupied Facilities. If Service delivery involves transition to newly occupied facilities the cutover will be coordinated between the Parties. The cutover period will allow for complete testing of the transition and will end with Customer's acceptance in accordance with this Agreement.

- 6.3. Delivery Scope. If Service delivery involves situations not within the scope of this Agreement, delivery times will be based upon a mutually agreed deployment schedule.

7. ASSUMPTIONS AND CUSTOMER RESPONSIBILITIES

- 7.1. Assumptions. GCI used the following assumptions, based on Customer information and GCI's standard procedures, in developing its cost quote and Service Order. If any of these assumptions do not hold true it will impact GCI's ability to perform the required Professional Services at the proposed nonrecurring cost, if any, and may require GCI to incur additional costs, which will be chargeable to Customer. Customer should review these assumptions for accuracy and discuss any issues with GCI.
- 7.1.1. Customer will provide timely access to Customer's premises and will designate a point of contact to provide prompt responses to questions during installation.
- 7.1.2. Customer has accurately disclosed, to the best of its knowledge, the status of telecommunication facilities at Customer's premises.
- 7.1.3. Customer will provide space and power for installation of Company facilities on Customer's premises.
- 7.2. 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 GCI promptly of any unauthorized use, access, or interference.

8. ADDITIONAL TERMS

- 8.1. Service Delivery and Use. GCI will provide, operate and maintain the Service, contingent upon (i) GCI's ability to obtain and maintain all necessary regulatory and other licenses or permissions, and (ii) GCI's network capacity and connection availability. Customer acknowledges and agrees that GCI has no control over third party networks or the content or Services that Customer may access during the use of GCI Services. Customer is responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users.
- 8.2. Industry Standard. The Services provided solely over GCI-owned facilities will conform to industry standards for engineering and maintenance, and for Service interruptions of telecommunications facilities. GCI will employ commercially reasonable efforts in working with third party-owned facilities operators to conform to industry standards for engineering and maintenance, and for Service interruptions of telecommunications facilities.
- 8.3. Monitoring. GCI may monitor the Service and disclose information gained from such monitoring in order to satisfy any law, regulation or governmental request, to operate the Service and administer GCI's network, or to protect itself or its subscribers.
- 8.4. Security. Customer specifically acknowledges and agrees that use of the Services provided by GCI may facilitate, but is not a substitute for, Customer's obligation to comply with applicable laws. Customer further agrees that it is responsible for implementing all reasonable and appropriate administrative, physical, and technical safeguards to protect its data, including but not limited to management of access by its users to any Services provided by GCI. GCI will use commercially reasonable efforts to ensure that its systems are secure. If a potential security incident occurs it will be Customer's responsibility to determine if any notification requirements apply. GCI may, but is not obligated to, communicate security issues to Customer from time to time when abuse or misuse is observed or reported by others. 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. GCI's obligations with respect to security of the Services are limited to those specifically set forth herein.

8.5. Demarcation Point.

8.5.1. If GCI provides a cable modem or router, the demarcation point ("Demarcation Point") will be the network interface to which the Customer's network is connected; however, if Customer provides the cable modem or router, the Demarcation Point will be the input connector to the Customer-provided cable modem or router.

8.5.2. Customer is responsible for any changes Customer makes to the settings or configuration of Customer's or GCI's firewall, even if the firewall is on GCI's side of the Demarcation Point.

8.6. Protected Health Information. Customer acknowledges that the Services provided by GCI hereunder are those of a "conduit" (as described in Health & Human Services Office for Civil Rights Guidance) and that GCI does not, as part of the Services, store or maintain any Protected Health Information ("PHI"). 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 GCI, its affiliates and their officers, directors, employees and agents harmless from and against any Claims asserted against GCI relating to or arising out of its transmission of PHI using the Services.

8.7. IP Addresses. Customer must use private addressing for its internal network needs. GCI 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 GCI net-block are non-portable and must be returned to GCI in the event that Customer discontinues the Service

9. SERVICE LEVEL COMMITMENTS/SERVICE OUTAGES

9.1. Applicable service level agreements are set forth in attachments to this Service Order as identified in Section 1.1 for each individual Service.

THIS SERVICE ORDER 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 Service Order will have the meaning provided in the Agreement. By signing below, Customer represents that it is authorized to sign this Service Order, acknowledges that it has carefully read and fully understood the Service Order 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 Service Order as of the date of the last signature below.

Unalaska Public Library

DocuSigned by:



5FB058BF2496A17
Authorized Signature
Karen Kresh

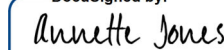
Printed Name
City Librarian

Title
3/16/2023

Date Signed

GCI Communication Corp.

DocuSigned by:



867E14B7730143D
Authorized Signature
Annette Jones

Printed Name
VP, Healthcare & Education of Alaska

Title
3/16/2023

Date Signed

Exhibit A**Service Order Summary**

This Service Order Summary page is subject to the terms and conditions of the GCI Master Services Agreement, SA-920 ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and Customer as identified in the MSA ("Customer") (each a "Party" and collectively, "the Parties"), and upon execution by the Parties becomes a part of the Agreement.

1. TERM.

- 1.1 The initial term of this Service Order will be five (5) years beginning on July 1, 2023 and ending on June 30, 2028 (the "Initial Term"). Following the end of the Initial Term, Customer may request to extend this Service Order for up to ten consecutive 12-month periods or such other period of time as GCI may agree, in its sole discretion (each, a "Renewal Term" and jointly with the Initial Term, referred to as the "Term"). Requests for extension must be in writing in letter or email format and should be received by GCI at least 30 days prior to the expiration of the then-existing Term. If this Service Order is not terminated by either Party and a Renewal Term is not agreed to by the Parties prior to the end of any Term, the Service will continue on a month-to-month basis and may be terminated by either Party by giving 60 days advanced written notice prior to the planned termination date.

2. SERVICES AND PRICING.2.1 Service Charges.

Selected Services				
Bandwidth	Service	Location	Monthly Recurring Charge	SLA Identifier
25/25 Mbps	Dedicated Internet Access	Unalaska Public Library	\$8,823.00	DIART 99.5%
TOTAL			\$8,823.00	

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

3. SERVICE MENU.3.1 Service Menu. Dedicated Internet Access

Bandwidth	Service	Location	Monthly Recurring Charge	SLA Identifier
10/10 Mbps	Dedicated Internet Access	Unalaska Public Library	\$5,923.00	DIART 99.5%
25/25 Mbps	Dedicated Internet Access	Unalaska Public Library	\$8,823.00	DIART 99.5%
50/50 Mbps	Dedicated Internet Access	Unalaska Public Library	\$15,252.00	DIART 99.5%
100/100 Mbps	Dedicated Internet Access	Unalaska Public Library	\$20,444.00	DIART 99.5%

4. SERVICE NOTE

- 4.1 None.

Exhibit B**Dedicated Internet Access (DIA) – Rural Terrestrial
Service Level Agreements****1. SERVICE LEVEL COMMITMENTS/SERVICE OUTAGES****1.1 Definitions.**

- 1.1.1 SLA Identifier. Identifies the service delivery and Service Availability. Reference the SLA Metrics and Service Availability tables to identify associated metrics and credit calculations.
- 1.1.2 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 (855) 770-3024. You can also email BTS at bts@gci.com.
- 1.1.3 Degraded Service. Degraded Service means the Service fails to satisfy any of the following criteria, based on the mode of delivery (the "SLA Metrics"):

SLA Metrics

<u>SLA Identifier</u>	<u>Delivery</u>	<u>Latency</u>	<u>Packet Loss</u>	<u>Jitter</u>
DIART	Rural Terrestrial	≤ 100 ms	≤ 1%	≤ 40 ms

- 1.1.4 Latency is measured round-trip at the network layer of the OSI stack.
- 1.1.5 Fault. Fault means a defect, impairment or interruption in a Service, unless excluded pursuant to Section 1.4.
- 1.1.6 Restoration. Restoration occurs when there is no longer a Service Outage and BTS has notified Customer that the Service has been restored.
- 1.1.7 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:
- $$\frac{(\text{Number of available minutes in a month} - \text{Total Service Outage minutes})}{\text{Number of available minutes in a month}} \times 100$$
- 1.1.8 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.
- 1.1.9 Service Outage. Service Outage means a Priority 1 Fault (as defined below) at the Demarcation Point. 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.
- 1.2 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:

<u>Fault</u>	<u>Criteria</u>	<u>Target Mean Time to Restore</u>
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

1.3 Service Availability.

- 1.3.1 The Service is designed to deliver an average Service Availability of 99.5%, which corresponds to no more than 216 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:

Credit % of monthly Charge for affected Service	Service Availability
	99.5%
	Total number of Service Outage minutes in a given month
5%	217 – 480 minutes
10%	481 – 1440 minutes
15%	1441 – 4320 minutes
Greater of 20% or $[(\text{Total Service Outage minutes} / 43,200) \times 100]$	≥ 4321 minutes

- 1.3.2 Additional Terms. Request for SLA credits must be made within 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.
- 1.3.3 Termination. In addition, to the foregoing credits, if Company fails to meet its DIA Service Availability guarantee for three consecutive months, Customer may terminate the DIA Service upon 30 days' prior written notice without penalty.
- 1.4 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:
- 1.4.1 The acts or omissions of the Customer, its affiliates, agents or contractors, or any third party, including congestion resulting from exceeding purchased bandwidth.
- 1.4.2 Scheduled Maintenance.
- 1.4.3 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.

- 1.4.4 Events outside of Company's control, including Force Majeure Events as defined in the Agreement.

Exhibit C

Service Locations

Entity Name

Unalaska Public Library

Address

64 Eleanor Drive
Unalaska, AK 99685

Entity Number

147877



MANAGED FIREWALL SERVICE ORDER

SA-920-02

This Service Order is subject to the terms and conditions of the GCI Master Services Agreement MSA SA-920 ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and Unalaska Public Library ("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 Service Order Summary page, Attachment A, or in the 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. Customer shall pay Company all charges within 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 begin when the Service is delivered to the location(s) as stated in Section 4.2 ("Service Delivery and Billing Commencement Date").
- 1.4 Service Moves and Changes. If Customer moves the location to which the Service is being delivered, Customer will be responsible for any installation fees to move the Service. Customer must provide 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 Managed Firewall ("Service") provides network security and content filtering which consists of design, setup, configuration, administration, monitoring, report generation, and support for a firewall system hosted and maintained by Company for customers with GCI dedicated Internet access.
- 2.2 Service includes the following:
 - 2.2.1 Setup and Configuration: Company will set up and apply initial configuration parameters and policies on the firewall based on information provided by Customer about their IP address space and other information about their network.
 - 2.2.2 Administration: After setup and configuration, Customer will be provided access to the Company's Firewall Customer Portal to allow Customer to monitor and make changes to the firewall settings and policies. In addition, upon Customer's request, and no more than once a month, Company will provide the following administration services through the Company's Business Technical Support (BTS):
 - 2.2.2.1 Adding, removing, or modifying any policy changes with respect to configuration of the firewall.
 - 2.2.2.2 Generating and accessing reports on the performance of Customer's firewall.
 - 2.2.3 Monitoring/Alarm Notifications: The Service generates log files that provide an audit trail of the activities and events on the firewall and can be configured to provide real-time alarm notifications. During Setup and Configuration, Customer can customize settings and policies governing alarm notifications. Customer is solely responsible for monitoring and responding to such alarm notifications and reviewing any log file data.
 - 2.2.4 Reports: Company will provide reports on the performance of Customer's firewall, which are accessible through the Customer Portal or upon request through Company's BTS.
 - 2.2.5 Content Filtering: The Service provides Customer-defined category-based URL blocking. Customer will select the content categories to filter as part of the initial configuration process and can request changes through Company's BTS.
 - 2.2.6 Support and Maintenance: Company will remotely install firewall patches, bug fixes, and software upgrades when approved for general distribution to Customers. In the event of a failure of the firewall, Company may either repair or replace the firewall with one of comparable or better functionality.

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) or in the Change Order. Following the end of the Initial Term, Customer may request to extend this Service Order for up to ten consecutive 12-month periods or such other period of time as GCI may agree, in its sole discretion (each, a "Renewal Term" and jointly with the Initial Term, referred to as the "Term"). Requests for extension must be in writing in letter or email format and should be received by GCI at least 30 days prior to the expiration of the then-existing Term. If this Service Order is not terminated by either Party and a Renewal Term is not agreed to by the Parties prior to the end of any Term, the Service will continue on a month-to-month basis and may be terminated by either Party 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 INITIAL 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.



MANAGED FIREWALL SERVICE ORDER

SA-920-02

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 per location. The Customer may be notified via an emailed Service Delivery Notice of the service delivery date(s), the service delivery date(s) will also be the billing commencement date(s) per location. If there are multiple locations with different service delivery dates, the Service Delivery Notice will show the service delivery date per location; if service delivery dates span more than one billing cycle, Customer's billing will begin prior to the final Service Delivery Notice being received by the Customer.
- 4.3 Customer-Initiated Support. Company's Business Technical Support (BTS) contact number is 907-646-4242 or 1-833-844-4242. You can also email BTS at bts@gci.com. 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 the status of telecommunication facilities at Customer's premises.
 - 5.1.3 Customer has a knowledgeable technical support staff person or third-party technical support assistance.
 - 5.1.4 Customer must maintain GCI dedicated Internet access for the term of the Service. If Customer fails to maintain GCI dedicated Internet access, Company can terminate the Service and charge an Early Termination Fee as provided above.
 - 5.1.5 Any work that requires on-site service or visits to Customer facilities (excluding installation of any Company equipment, in Company's discretion) is outside the scope of Company's responsibilities under this Service Order.
- 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.
 - 5.2.1 Customer is responsible for any modifications it makes to the firewall through the access portal or by request via BTS. Company's responsibility for ongoing administration, modification, and configuration is limited to implementing changes requested by Customer. Company disclaims any liability with respect to policy changes or configuration settings requested by Customer.
 - 5.2.2 Company will provide, operate and maintain the Service, contingent upon (i) Company's ability to obtain and maintain all necessary regulatory and other licenses or permissions, and (ii) Company's network capacity and connection availability. Customer acknowledges and agrees that Company has no control over third party networks or the content or Services that Customer may access during the use of Company Services. Customer is responsible for communicating with its own users of the Service, and for handling all complaints and trouble reports made by such users.

6. ADDITIONAL TERMS.

- 6.1 Security. Although the Service is designed to provide robust security protection for Customer, the Service does not completely eliminate risk. Company does not guarantee that intrusions, compromises, breaches, or other unauthorized activity will not occur on Customer's network and disclaims any liability with respect to any of the foregoing on Customer's network.
- 6.2 Services. The Services provided solely over Company-owned facilities will conform to industry standards for engineering and maintenance, and for Service interruptions of telecommunications facilities. Company will employ commercially reasonable efforts in working with third party-owned facilities operators to conform to industry standards for engineering and maintenance, and for Service interruptions of telecommunications facilities.
- 6.3 Company may monitor the Service and disclose information gained from such monitoring in order to satisfy any law, regulation or governmental request, to operate the Service and administer Company's network, or to protect itself or its subscribers.
- 6.4 Acknowledgement. Customer specifically acknowledges and agrees that use of the Services provided by Company may facilitate, but is not a substitute for, Customer's obligation to comply with applicable laws. Customer further agrees that it is responsible for implementing all reasonable and appropriate administrative, physical, and technical safeguards to protect its data, including but not limited to management of access by its users to any Services provided by Company. Company will use commercially reasonable efforts to ensure that its systems

**MANAGED FIREWALL SERVICE ORDER**
SA-920-02

are secure. If a potential security incident occurs it will be Customer's responsibility to determine if any notification requirements apply. Company may, but is not obligated to, communicate security issues to Customer from time to time when abuse or misuse is observed or reported by others. Company's obligations with respect to security of the Services are limited to those specifically set forth herein.

THIS SERVICE ORDER 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 Service Order will have the meaning provided in the Agreement. By signing below, Customer represents that it is authorized to sign this Service Order, acknowledges that it has carefully read and fully understood the Service Order 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 Service Order as of the date of the last signature below.

Unalaska Public Library

DocuSigned by:

EEB058BF2496417

Authorized Signature

Karen Kresh

Printed Name

City Librarian

Title

3/16/2023

Date Signed

GCI Communication Corp.

DocuSigned by:

987E14B7730143D

Authorized Signature

Annette Jones

Printed Name

VP, Healthcare & Education of Alaska

Title

3/16/2023

Date Signed



MANAGED FIREWALL SERVICE ORDER
SA-920-02

Attachment A

Service Order Summary

This Service Order Summary is subject to the terms and conditions of the GCI Master Services Agreement, SA-920 ("Agreement") between GCI Communication Corp. ("Company" or "GCI") and Unalaska Public Library ("Customer") (each a "Party" and collectively, "the Parties"), and upon execution by the Parties becomes a part of the Agreement.

1. SERVICES AND PRICING.

Service Description	Service Location	Qty	Monthly Recurring Charges (MRC)	Install NRC	Term
Managed Firewall Throughput up to 100 Mbps	Unalaska Public Library 64 Eleanor Drive Unalaska, AK 99685	1	\$225.00	\$0.00	July 1, 2023 – June 30, 2028
Monthly Managed Firewall Charges			\$225.00	\$0.00	

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

2. SERVICE NOTE

2.1 Pertaining to Managed Firewall service charges referenced in the above table, 83% is the Eligible portion of this service and 17% is the Ineligible portion.



Request for Proposals
Internet and Transport Bundled

E-Rate FY2023

PROPOSALS MUST BE SUBMITTED VIA EMAIL:

Unalaska Public Library

Karen Kresh

kkresh@ci.unalaska.ak.us

Issue Date: November 16, 2022

Proposal Due Date: 5:00 PM AKST on December 19, 2022

City of Unalaska
P.O. Box 610
Unalaska, AK 99685

SCOPE OF SERVICES

Section 1: Introduction

Unalaska Public Library, hereafter referred to as Applicant, is requesting proposals for internet service. Service is expected to terminate at Unalaska Public Library, 64 Eleanor St, Unalaska, AK 99685. The new service is being planned to begin on July 1, 2023 which represents the expiration of the current service.

Section 2: Service Requests

1. Applicant is seeking proposals for a dedicated managed internet service, or equivalent.
 - a. Dedicated internet service, or equivalent: minimum acceptable speeds of 10Mbps download and 10Mbps upload with a service level agreement for minimum downtime, mean time for repairs, and latency.
 - b. Minimum of five (5) public static IP addresses.
 - c. Itemize any and all additional costs to the library for providing the services listed in paragraphs 1a and 1b to the Unalaska Public Library facility (server room), if any;
2. Vendor must provide additional service options for increased bandwidth of up to 200Mbps download (both synchronous and asynchronous services are acceptable), and to list discounts available for multi-year contraction options (e.g. 2, 3 & 5 yrs.), including annual renewal dates.
3. Cost of eligible services must be separated from cost of ineligible services in the bid.
4. Any contracts should contain the language that the agreement is contingent upon state and/or federal funding, which affects the library's ability to pay. We would like a provision for increasing or decreasing service levels and/or costs, dependent upon available state and federal funding.
5. The method of transport delivery (fiber optic, copper, satellite, microwave, etc.) should be specified in the bid. If last mile and middle mile differ, both methods of delivery should be specified in the bid.
6. Successful bidders *must* be willing to provide discounted billing and invoice USAC via a Service Provider Invoice (SPI).
7. Proposals must include a clear and direct process for trouble reporting and expected response times.

All Proposals are due to Karen Kresh at KKresh@ci.unalaska.ak.us on December 19, 2022.

E-Rate Bid Assessment Worksheet

Funding Year 2023

Page _____ of _____

Project or Service
Description

Internet

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	GCI		OptimERA		Vendor #3		Vendor #4		Vendor #5	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Prices/Charges	21%	5	1.05	4	0.84		0		0		0
Understanding of Needs	20%	5	1	5	1		0		0		0
Prior Experience with E-rate	20%	5	1	4	0.8		0		0		0
Cost of ineligible goods and services	19%	5	0.95	5	0.95		0		0		0
Prior Experience with Library	20%	3.67	0.734	3	0.6		0		0		0
Other (describe)											
Other (describe)											
Overall Ranking	100%	4.734		4.19		0		0		0	

Vendor Selected: GCI

Approved By: Karen Kresh, Roger Blakeley, Jake Whitaker

Title: City Librarian, PCR Director, IS Supervisor

Date: 2/16/23

Bid Assessment Comments, if needed:

Notes:

* Percentage weights must add up to 100%. Price must be weighted the heaviest.

** Evaluated on a scale of 1 to 5: 1=worst, 5=best.

*** Weight x Raw Score