

Customer Services Contract Number 01COP20

This Customer Services Contract (CSC) number 01COP20 (Contract), is made by and between King County, Washington, with its principal place of business at 401 5th Avenue, Suite 600, Seattle, WA (County) and City of Pacific, with its principal place of business at 100 3rd Ave SE, Pacific WA (Customer) (and collectively, the Parties),

1. Term

This Contract is effective on the date last signed below, and shall remain in effect for a term of three (3) years, unless terminated earlier as allowed in this Contract or extended by the Parties.

2. Services Ordered

The service offering is summarized in Table A below, and further described in the Master Services Agreement ("MSA") available at <https://kingcounty.gov/inetmsa>. Upon the Customer order(s), the County will provide the services listed in Table B at the contracted sites, for the stated monthly and non-recurring (one-time) fees. The County owns all Customer Premise Equipment (CPE) devices installed at Customer Sites and shall retain title to all parts and materials used or provided by the County in providing any service described herein. See <https://kingcounty.gov/inetmsa>, Attachment C for a description of service offerings.

Service Offering Summary—Table A. See Attachment C, MSA for a full description

1. Internet Bandwidth (IB)	2. Transport Bandwidth (TB)
3. King County Exchange (KCX) Services	4. Support Services
5. Additional IPV4 Addresses (AIP)	6. Professional Services: Network Engineering Service (NES) Solution Architecture (SA) Project Management Service (PMS) Support Surcharge (SS)

Contracted Sites, Services and Fees—Table B

Svc Type	Band Width	Site ID	Site Name	Site Address	City	Site Contact	CPE Device	Hub	Demarcation Point	Monthly Fee
IB	40	7046	City of Pacific	100 3 rd Ave SE	Pacific	Laurie Cassell		Federal Way	Kitchenette	\$375.00
AIP-1 block		7046	City of Pacific	100 3 rd Ave SE	Pacific					\$64.00
Support										
TOTAL Monthly Fees										\$439.00
Non-Recurring Costs										
Type		Notes					Quantity	Amount	Total	
Provision Fees										
Construction										
Engineering										
Other Services										
Non-Recurring Total										\$0.00

3. Contract Documents and Execution

By signing below, the Customer acknowledges that it has reviewed and accepts the following contract documents: (a) this I-NET Customer Services Contract, including Exhibits A (Key Persons) and B (Insurance), and (b) the Master Services Agreement available at <https://kingcounty.gov/inetmsa> and

incorporated herein by this reference, including Attachments A through C. Further, the Customer represents that the signatory below has authority to bind its represented party to this Contract.



KING COUNTY	CITY OF PACIFIC
Print Name: Robert W. Potts	Print Name: Leanne Guiv
Signature: 	Signature: 
Title: Regional Services Manager	Title: Mayor
Date: 2/6/2020	Date: 2/28/2020

Exhibit A—Key Persons

The Customer represents that the Primary Contact and the Technical Contact listed below are each authorized to request and approve: (a) all Customer network connections to other agencies contracting for I-Net and Services from the County or external agencies; and (b) all additions, deletions or modifications to the I-NET Services and Services provided under this Contract, including both cost and no-cost changes, which shall be captured in a contract amendment. The Primary and Technical Contacts shall be the Customer's lead on all technology and troubleshooting issues regarding I-Net and Services.

Unless otherwise provided in Section 4, Notices, of the Master Terms and Conditions, all change requests must be submitted in writing by either the Customer's Primary Contact or the Technical Contact; email is an acceptable communication format. No change in Services or Sites will be made to the Customer's service configuration without approval from King County, which will be captured in an amendment.

The Customer's Finance Contact shall be the primary contact for all invoicing and billing issues.

The Customer's Contracts Contact shall be the primary contact for all contractual issues and amendments.

The Customer's Technical Contact shall provide physical access for the County to the I-Net equipment at an individual Site.

The Customer shall provide updated information to the County I-Net Business Contact via email within five (5) business days should any of the below contact information change. Contact information updates do not require an amendment.

KING COUNTY	CITY OF PACIFIC
I-Net Business Contact: Title: Darryl hunt 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7890 E-mail: Darryl.hunt@kingcounty.gov	Primary Contact: Laurie Cassell, City Clerk 100 3 rd Avenue SE, City of Pacific, WA 98047 Phone: 253-909-1100 E-mail: lcassell@ci.pacific.wa.us
I-Net Management Contact: Lori Dickneite, Network Services Owner 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-8521 Email: Lori.Dickneite@kingcounty.gov	Technical Contact: Scott Kolzow, City of Auburn IT 100 3 rd Avenue SE, City of Pacific, WA 98047 Phone: 253-804-5088 E-mail: skolzow@auburnwa.gov
I-Net Operations Contact: Jesse Mock, Network Services Operations Manager 401 5th Avenue, Seattle, WA 98104, 7th Fl Phone: 206-263-7938 Email: Jesse.Mock@kingcounty.gov	
Invoicing/Payments: Junko Keesecker, Business and Finance Officer 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-263-7897 E-mail: Junko.Keesecker@kingcounty.gov	Finance Contact: Richard Gould, Finance Director 100 3 rd Avenue SE, City of Pacific, WA 98047 Phone: 253-909-1100 E-mail: rgould@ci.pacific.wa.us
Contracts/Amendments: Dominic Palo, IT Contracts Specialist 401 5th Avenue, Seattle, WA 98104, 6th Fl Phone: 206-477-9555 E-mail: dominic.palo@kingcounty.gov	Contracts Contact: Laurie Cassell, City Clerk 100 3 rd Avenue SE, City of Pacific, WA 98047 Phone: 253-909-1100 E-mail: lcassell@ci.pacific.wa.us
Technical Support: Phone: 206-263-7000 E-mail: operations.network@kingcounty.gov	Help Desk Phone: E-mail:

Exhibit B– Evidence of Insurance Coverage

****See following pages****



Certificate of Coverage

Certificate Holder: King County I-Net Services 401 5th Avenue, 7th Floor Seattle, WA 98104	Policy Number: None
	Term of Certificate: 01/01/2020-01/01/2021
	Annual Reissue: Yes

RE: Contract No. 01COP20

Please be advised that the **City of Pacific** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.
01COP20

Type of Coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$ 15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$ 1 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$ 15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$ 3 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$ 2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend or alter the coverage provided by the AWC RMSA.

Carol Wilmes

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Pacific**



King County

Office of Risk Management Services
Department of Executive Services
500 Fourth Ave #320
Seattle, WA 98104
(206) 263-2250

KING COUNTY CERTIFICATE OF SELF-INSURANCE

April 1, 2019 – April 1, 2020

This letter is to certify that King County is fully self-funded for all of its liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

King County, charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property.

This letter is also to certify that King County is protected from physical loss under the County's blanket property insurance policy. The policy is an "All Risk" policy that provides the County with protection for all County property wherever located.

Please note that this certificate is issued for informational purposes only and neither confers any rights, nor constitutes an agreement between King County and any other party.

If you have any questions, please do not hesitate to contact the King County Office of Risk Management Services, Insurance and Contracts group at the phone number above.

Sincerely,

The Office of Risk Management Services
Insurance and Contracts Group

MASTER SERVICES AGREEMENT

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I. RECITALS

1. The County operates and maintains the Institutional Network (hereinafter "I-NET"); and
2. The County offers I-NET services to municipal, county, school, library and other governmental, educational and non-profit agencies; and
3. The County has the ability to pass through King County Exchange (KCX) services through its contract with Equinix, LLC. so long as such terms, conditions and policies from that contract are assigned to Customer and Customer accepts and agrees to comply with the terms, conditions and policies; and
4. Use of the I-NET and Services provided under this MSA are for the exclusive use of the Customer at the authorized Sites, subject to (a) the terms and conditions of the County's franchise agreements with Comcast, WAVE, and any other franchisees and related I-NET lease agreements and obligations, as amended or renewed; and
5. The Customer wants to purchase I-NET and/or Services as defined herein; and
6. The Customer agrees that it will use I-NET facilities and Services solely for public access television channel, and educational and government communication purposes, and not for any for-profit or commercial purposes by itself or third parties; and
7. The purpose of this MSA is to establish the contractual, service and support responsibilities between the County and the Customer (referred to collectively as the "Parties").

NOW, THEREFORE, in consideration of the payments, covenants, and obligations contained herein, the Parties mutually agree as follows:

1. Intent and Interpretation

- 1.1. The Parties acknowledge that they have mutually negotiated the provisions of this MSA; they have each been represented by legal counsel; and they have had a full opportunity to review all provisions. The Parties agree, therefore, that ambiguities, if any, shall not be construed or resolved against either Party as the drafter.
- 1.2. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.
- 1.3. References to sections, exhibits, attachments or appendices are to this MSA and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.
- 1.4. The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation".
- 1.5. The words "shall", "will", "requires", or "must" shall be deemed to require mandatory action by either the Customer or the County, as applicable, and means that the Customer or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

- 1.6. Words such as "herein," "hereof" and "hereunder" are not limited to the specific provision within which such words appear but shall refer to the entire MSA taken as a whole.
- 1.7. If the due date for a MSA deliverable, payment, or any other requirement falls on a Saturday or Sunday, the due date will be considered to be the next working day.
- 1.8. The captions and headings in this MSA are for convenience of reference purposes only and shall not be deemed part of this MSA or considered in interpreting this MSA.

2. Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the MSA documents, the words and terms contained in Attachment B – Definitions shall have the meanings indicated therein. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

3. Termination

3.1. Termination for Convenience

This MSA may be terminated by either Party without cause, in whole or in part, upon providing the other Party one hundred eighty (180) Days' advance written notice of the termination.

If the MSA is terminated pursuant to this *paragraph 1*: (a) the Customer will be liable only for payment in accordance with the terms of this MSA for I-NET access or Services rendered prior to the effective date of termination; and (b) the County shall be released from any and all obligation to provide further I-NET access or Services.

3.2. Termination for Default

The County may terminate this MSA if the Customer materially fails to perform in the manner stated in the MSA. Termination shall be effected as follows: (1) A "notice to cure" identifying the act(s) of default shall be delivered to the Customer by certified or registered first class mail. The Customer shall have ten (10) Days from the date of receipt to cure the default or, at the County's discretion, provide the County with a detailed written plan for review and acceptance that indicates the schedule and proposed plan to cure the default. (2) If the Customer has not cured the default or the plan to cure the default is not acceptable to the County, or the Customer fails to perform an accepted plan to cure, the non-breaching Party may terminate the MSA by delivering a "notice of termination" by certified or registered first class mail identifying the effective date of termination.

The non-breaching Party shall have all rights and remedies available at law and equity. In addition, if the termination results from acts or omissions by the Customer, including but not limited to, damage to Fiber Optic lines or to County-owned equipment or the failure to pay amounts due, the Customer shall return to the County promptly, and no later than five (5) business Days, any County-owned equipment and pay all amounts due to the County, including replacement costs, such as, any costs for fiber and equipment damaged as a result of the breach.

3.3. Termination for Nonappropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the end date of this MSA or in any contract amendment hereto, the County may, upon written notice to the Customer, terminate this MSA in whole or in part.

If the MSA is terminated pursuant to this paragraph 3, (a) the Customer will be liable only for payment in accordance with the terms of this MSA for services rendered by the County prior to the effective date of termination; and (b) the County shall be released from any and all obligations.

Notwithstanding any provision to the contrary, funding under this MSA beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the services described in this MSA. Should such appropriation not be approved, the MSA shall terminate at the close of the current appropriation year.

4. Notices

Any notice provided by one Party to the other Party *listed in the CSC*, shall be in writing; email is an acceptable communication format. The effective date of a notice is the date on which one Party receives the notice from the other Party. Notice under Section 3 Termination, shall be sent to the Contract's contact for the other Party identified in the CSC. For all other matters, notice shall be sent to the applicable Key Person(s) as specified in the CSC.

5. Charges and Payment Procedures

5.1. Invoiced Charges

A service cost summary applicable to the Contract is provided in the CSC Table B. I-NET and Services charges will begin on the Date of Activation.

5.2. Installation and Monthly Fees

A table indicating current Customer Sites, services and costs as provided by this Contract is shown in the CSC. The County reserves the right to review and amend pricing at the end of each term of this MSA.

5.3. Invoicing and Payment

Charges will be invoiced monthly (12 invoice periods per year).

Payment is due within thirty (30) Days of receipt of invoice. Thereafter, interest will be charged as allowable by law but in no event shall be more than one (1) percent per Month on the balance due.

6. Insurance

During the term of the CSC both Parties shall maintain Commercial General Liability Insurance with limits of not less than \$1 million combined single limit per occurrence, \$2 million aggregate. Such coverage shall include Stop Gap/Employers Liability coverage in the amount of \$ 1,000,000. The above policies shall cover or be endorsed to cover the other Party, its officers, officials, employees and agents as an additional insured to include but not be limited to ongoing operations and products-completed operations. If either Party is a municipal corporation or an agency of the state of Washington and is self-insured or a member of the Washington Cities Insurance Corporation for any of the above insurance requirements, a certificate of self-insurance or a letter of coverage shall be attached to the CSC and be incorporated by reference and shall constitute compliance with this section. Customer acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to name Customer as additional insured. By requiring such minimum insurance, neither Party shall be deemed or

construed to have assessed the risks that may be applicable to the other Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

7. Indemnification

Each Party shall protect, defend, indemnify, and save harmless the other Party, its officers, users employees, and agents from and against any and all costs, claims, judgments, and/or awards of damages, for injuries to persons and/or damage to tangible property, arising out of or in any way resulting from each Party's and its Users own negligent acts or omissions associated with the I-NET and Services provided by the Contract to the extent each Party and its Users is liable for such acts or omissions. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its Users, employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event the indemnified Party incurs any costs including attorney fees to enforce the provisions of this paragraph, all such costs and fees shall be recoverable from the indemnitor.

7.1. Customer Indemnification

Customer agrees to defend, indemnify and hold harmless the County, its officials, employees, agents and assigns, from and against any and all third party claims, damages, liabilities, losses, judgments, costs, and attorneys' fees arising directly or indirectly out of, or relating to Customer and User's use of the services provided under this Contract. Customer agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and, expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Customer will have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any claim for which County has a right to be indemnified. Customer agrees to require its Users to indemnify, defend and hold harmless the County, its officials, employees, agents and assigns from and against any claim arising from User's use of data center services, or services provided under this Attachment of the Contract.

7.2. Limitation of Liability

Limitation of Liability and Damages; Exclusion of Damages. Notwithstanding the above paragraph in Section 7 Indemnity, all liability, claims, loss or damage arising out of Customer's use of I-NET or any other goods or services provided under this Contract is at the sole risk of the Customer and its Users. IN NO EVENT WILL COUNTY BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL, LOSS OF DATA, EVEN IF COUNTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. THE AGGREGATE LIABILITY OF THE COUNTY AS STATED HEREIN, WILL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO THE COUNTY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE LAST EVENT FOR WHICH DAMAGES ARE CLAIMED.

THIS LIMITATION SHALL NOT APPLY TO CLAIMS FOR DAMAGE TO PROPERTY AND/OR BODILY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COUNTY.

Customer and Users shall be responsible for loss of or damage to all equipment provided to the Customer under the terms of this Contract however caused.

7.3. Warranty Disclaimer by the County

EXCEPT AS PROVIDED IN THIS MSA, I-NET OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT IS PROVIDED BY COUNTY "AS IS," "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, SUPPORT, OR UPDATES OR REPRESENTATIONS WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS MADE BY THE COUNTY IN ENTERING INTO THIS CONTRACT. ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SERVICES OR GOODS, INCLUDING WITHOUT LIMITATION THE CONDITION, QUALITY, FUNCTIONALITY, PERFORMANCE OR FREEDOM FROM ERROR OF THE I-NET SERVICES OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. NO ADVICE OR INFORMATION GIVEN BY THE COUNTY, ITS AFFILIATES, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY OF ANY KIND. THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE I-NET SERVICE OR ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED. CUSTOMER'S USE OF THE I-NET SERVICE AND OR SERVICES IS SOLELY AT ITS OWN RISK.

7.4. Customer Warranties

7.4.1. Customer warrants and represents that Customer and its Users use of the I-NET and Services or any other goods or services provided under this MSA will be in compliance with all applicable laws, rules and regulations.

7.4.2. Customer warrants and represents that (a) it or Customer's licensors own all right, title, and interest in and to its or Customer's licensors materials; (b) Customer's materials (including the use, development, design, production of its materials) or the combination of Customer's materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (c) Customer's use of the I-NET service or any other goods or services provided under this MSA will not cause harm to the County's I-NET service or any other goods or services provided under this MSA by the County

7.5. Survival

The provisions of this section shall survive the expiration or termination of this Contract. All representations, warranties, indemnities, and covenants contained in this MSA, which by their nature would continue beyond the termination or expiration of the MSA, shall continue in full force and effect and shall survive notwithstanding the full payments due hereunder

8. Force Majeure

The term "force majeure" means: (a) an event that is unforeseeable at the time of MSA execution, (b) that is not within a Party's reasonable control, and (c) that causes an inability to perform or comply, in whole or in part, with any obligation or condition of this MSA. Upon giving prompt notice and full particulars to the other Party, such obligation or condition shall be suspended but

only for the time and to the extent necessary to restore normal operations. So long as (a)-(c) are satisfied, a force majeure event may include, without limitation, acts of nature, acts of civil or military authorities, terrorism, fire, strikes and other industrial, civil or public disturbances, epidemic and quarantine.

9. Severability

Whenever possible, each provision of this MSA will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of this MSA and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this MSA, which will remain valid and binding.

10. Nondiscrimination

- 10.1.** The Customer must comply with all applicable local, state and federal laws and regulations prohibiting discrimination, including without limitation, laws and regulations prohibiting discrimination in the provision of services or employment under this MSA. These laws include, but are not limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act, and the Restoration Act of 1987, Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990, as amended (ADA), Chapter 49.60 of the Revised Code of Washington, as amended, and Chapters 12.16 and 12.18 of the King County Code, as amended. If the Customer engages in unfair employment practices as defined in King County Code Chapter 12.18, as amended, the remedies set forth in that Chapter, as amended, shall apply.
- 10.2.** The Customer is specifically prohibited from discriminating or taking any retaliatory action against a person because of that person's exercise of any right s/he may have under federal, state, or local law, nor may the Customer require a person to waive such rights as a condition of receiving service.
- 10.3.** The Customer is specifically prohibited from denying access or levying different rates and charges on any individual or group because of the income of the residents of the local area in which such group resides.
- 10.4.** The Customer shall not discriminate in its rates or charges or from granting undue preferences to any individual or group.
- 10.5.** During the performance of this MSA, the Customer shall not discriminate on the basis of age, ancestry, creed, color, marital status, national origin, race, religion, sex, sexual orientation, or presence of any mental, physical or sensory handicap against any employee or applicant for employment, unless based on a bona fide occupational qualification, or in the administration or delivery of services or any other benefit under this MSA.
- 10.6.** During the term of this MSA, the Customer shall not create barriers to open and fair opportunities to participate in the use of these services and shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality,

marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

- 10.7.** Any violation of the mandatory requirements of the provisions of this section shall be a material breach of this MSA for which the Customer may be subject to damages and sanctions provided for by MSA and by applicable law.

11. Applicable Law and Forum

This MSA shall be governed by and construed according to the laws of the State of Washington. Any suit arising between the Parties shall be brought in King County Superior Court, which shall have sole and exclusive jurisdiction and venue.

11.1. Dispute Resolution

In the event that a dispute arises between the Parties which cannot be resolved in the normal course, the following dispute resolution procedures shall be followed as a condition precedent to litigation:

If a dispute arises, then (i) within ten (10) business days of a written request by either Party, County's I-NET Business Manager and Customer's Primary Contact shall meet to resolve the issue; if these Parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to each Party's designated information technology manager; if these Parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for resolution to the King County Chief Information Officer and Customer's Chief Information Officer or equivalent. If within ten (10) business days the Chief Information Officer's cannot resolve the issue, then the Parties may seek to resolve through alternative dispute resolution as detailed in section 11.2 or other remedies available by law.

11.2. Mediation

If a dispute arises between the Parties that is not resolved through the procedure in Section 11.1, the Parties may, upon mutual agreement, seek to resolve the dispute by mediation or other agreed form of alternative dispute resolution.

12. Subcontracting

The County may subcontract for some or all of the I-NET, Services and/or other services covered by this MSA.

13. Nonwaiver of Breach

No action or failure to act by either Party shall constitute a waiver of any right or duty afforded to the other under this MSA; nor shall any such action or failure to act by either Party constitute an approval of or acquiescence in any breach, except as may be specifically stated by the non-breaching party in writing.

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this MSA or law that either Party may have in the event that the obligations, terms and conditions set forth in this MSA are breached by the other Party.

14. No Third Party MSA

This Contract is not intended, nor shall it be construed to create a contractual relationship of any kind between any persons or entities other than the County and Customer.

15. Taxes

The Customer shall maintain and be liable for payment of all applicable taxes, fees, licenses permits and costs as may be required by applicable federal, State or local laws and regulations as may be required to provide the work under this MSA.

16. I-NET Services and Services Terms

16.1. Use of the I-NET

Use of I-NET and Services by organizations other than those listed in the CSC, must be approved in advance in writing by the County. Allowing any other Site or organization to connect to or use I-NET or Services is a material breach of this MSA and may be cause to terminate access to the I-NET or the Services in whole or in part.

Customer shall use the I-NET and Services solely for educational, public access, and government communication purposes and not for any for-profit or commercial purposes. Any other use could result in the County losing the right to use the fibers that make up the I-NET and/ or Community Connectivity Consortium (C3) and shall be deemed a material breach to this MSA and cause to terminate. Customer covenants that it will comply with this requirement, and will monitor and regulate the traffic content it transports on the network to ensure its compliance with this requirement. The Customer agrees that it shall not resell or relicense any of the I-NET and Services provided under this MSA; This requirement does not prevent the Customer from collecting fees from Users to pay the direct costs of providing non-commercial services, such as fees for video class instruction or charges to recover the cost of special use equipment. See also, Attachment A – Acceptable Use Policy.

16.2. Additional Contractual Obligations

The Customer agrees that it shall comply with applicable terms and conditions in the applicable franchise agreements, lease agreements and/or the County's contract with Equinix and Attachments, including Attachment A – Acceptable Use Policy.

16.3. Use of the King County Exchange Service

This MSA may also be used for the provision of the King County Exchange (KCX) Service, which may or may not involve the use of the I-NET. Customer is not permitted to enter any premises leased or owned by the County for the purposes of receiving such services, without the County's express permission and escort.

16.4. Services to Be Provided by I-NET

The specific services purchased by Customer under this MSA are listed in the CSC and further defined in Attachment C – Service Offerings. The Parties shall conduct an annual joint review at the end of each calendar year to determine if the services provided meet the Customer's needs, and whether modifications or changes in service levels should be made.

16.5. Service Levels

16.5.1. Network Latency

The end-to-end Network Latency will not be greater than an average of nine (9) milliseconds.

16.5.2. System Availability

A. I-NET and Services delivery metrics are:

1. Internet Bandwidth (IB) Service: Availability of 99.99% annually on all I-NET and Services excluding planned maintenance and upgrades.
2. Access Layer (Last Mile) of Service: Availability of 99.95% annually on all I-NET and Services excluding planned maintenance and upgrades.
3. Transport Bandwidth (TB) Service: Availability of 99.99% annually on all I-NET and Services excluding planned maintenance and upgrades.

4. King County Exchange (KCX) Services: Availability of 99.99% annually on all Services excluding planned maintenance and upgrades.
- B. Quality of Service services provide the additional metrics of:
1. One way latency within I-NET network of no more than 150 milliseconds.
 2. Average one way jitter less than 30 milliseconds.
- C. I-NET will monitor compliance with the system availability metrics in paragraphs 2. A and B for the I-NET and Services provided to the Customer. If I-NET is unable to achieve the performance specified in paragraphs A and or B, then at the Customer's request the County will provide a discount based on the parameters below:
1. **System Availability nonperformance between 4-8 business hours**—if requested by the Customer within (30) days of the incident, the County will discount Customer's monthly fee for that month by one percent (1%), and will be reflected on the next monthly invoice. However, at no time shall the total of all fee discounts provided Customer exceed ten percent (10%) of the Customers monthly service fee over the twelve month calendar period. As an illustration, if the Customers monthly fee is \$1,000, the maximum discount that will be provided over the calendar year would be \$100.
 2. **System Availability nonperformance (greater than 8 business hours)**-- if requested by the Customer within (30) days of the incident, I-NET will discount Customer's monthly fee for that month by two percent (2%), and will be reflected on the next monthly invoice. However, at no time shall the total of all fee discounts provided Customer exceed ten percent (10%) of the Customers monthly service fee over the twelve month calendar period. As an illustration, if the Customers monthly fee is \$1,000, the maximum discount that will be provided over the calendar year would be \$100. Such fee discounts shall be the sole and exclusive remedy available to Customer for non-performance of the I-NET and Services.

16.5.3. Data Center Service Levels

- A. Co-Location Half or Whole Network Cabinet Service Level 1: Cabinets are segregated and locked with redundant power capable. Hot aisle/cold aisle is contained within the cabinet. Physical security is designed to be Criminal Justice Information System (CJIS) compliant. The multiple layers of physical security include: two (2) layers of "2 Factor" access security, video surveillance cameras, and 7x24 security presence. The following is available eight (8) hours per day, five (5) days per week on County business days: A Remote Hands service offering; visual verification to assist remote troubleshooting efforts; racking and stacking equipment; swapping removable media (tapes, CDs, DVDs, etc.); handling off-site storage requirements; labeling equipment and taking digital photos; and secure network connectivity.
- B. Co-Location Half or Whole Network Cabinet Service Level 2: All features and services of Co-Location Service Level 1, plus: Smart Hands service offering technical assistance and troubleshooting; equipment installations and configurations; interface card removal, installation and configuration; testing media for continuity and proper signaling; inventory of equipment; power cycling for router, server, switch, and soft-boot; adding, removing or verifying a demarcation; moving equipment within your space and cabinets; and wiring services (moving, securing, and terminating cables) available eight (8) hours per day, five (5) days per week, Monday through Friday on County business days.

16.6. Changes to I-NET and Services

16.6.1. Overview

The work required and timing for fulfilling I-NET and Services change requests varies depending on the nature of the service being requested and constraints imposed by the

Customer and/or status as an existing or new customer. All service change requests shall be in writing from the Customer's primary contact as listed in the CSC. Once a service change or activation is approved by Customer and fully implemented, it will be processed by the County for billing. All new I-NET connections, Services, KCX services, service changes, and activations will be documented via the execution of a contract amendment or new CSC prior to implementation activities. This will identify the Date of Activation as agreed upon mutually by both Parties.

16.6.2. Services Changes

For Service Changes, including changes for sites already receiving I-NET service, the County will add new services requiring only a software change, typically within thirty (30) business days from the receipt of a written request from the Customer, and I-NET operations approval of the change. Services requiring hardware changes that are approved by the County will be scheduled with the Customer. Upon receiving I-NET operations and the Customer's approval, the County will complete a service request and obtain written approval from the Customer.

16.6.3. New Sites

For new I-NET service locations and site buildouts, the County's ability to provide requested service will be dependent upon the availability of existing fiber provisioning and integration with the Customer's other existing sites on I-NET. This design will require the participation of both Parties.

The County will generally add service to a new site, where minimal facilities engineering and provisioning tasks are required, within sixty (60) business days from receipt of Customer written communication specifying the service change request. The County requires a minimum of ninety (90) business days from permit(s) approval, as required, to construct a typical installation when new fiber installation is required. When more than minimal facilities engineering and provisioning tasks are required, the installation of service will be mutually agreed to by the Parties.

For all services provided to the Customer that requires engineering, design, or installation services by the County an hourly fee will be charged as specified in the CSC and invoiced the following month.

16.6.4. Changes to WAN Architecture

The Customer shall provide a minimum of ninety (90) Days' written notification for all requests for design or architecture changes to the Customer's network. The County will review the request and evaluate for compatibility with I-NET equipment and services. If the architecture change is complex in nature, the County will request additional time to perform its review. If an architecture change is made to the Customer's topology without the County's consultation and approval, the County will have the right to request the topology revert to the original design, assess new fees based on the new topology, or the County may terminate service for Customer's default per Section 3, Termination. If approved, the County will implement the requested change in service within an average of thirty (30) Days after execution of a new I-NET CSC or contract amendment. Changes in costs will be added to the Customer's invoice in the next billing cycle.

16.7. Reporting

The I-NET Network Operations Center will use reasonable efforts to actively monitor the state of the network (e.g., alarms and errors, Bandwidth utilization, and availability), and provide reports to Customer within ten (10) business days of a request.

16.7.1. Network Infrastructure Technology Refresh

Network Infrastructure Technology Refresh (hereinafter "NITR") refers to the modification of I-NET network equipment and connectivity to take advantage of new technologies or

architecture and is not the result of an emergency or standard maintenance upgrade. Either Party may conduct NITR activities. The County may provide notice to the Customer should it conduct a NITR. In the event that Customer conducts a NITR to equipment that connects to the County's Demarcation Device, Customer must provide the County sixty (60) Days advance notice to when the NITR occurs. Network Infrastructure Technology Refresh activities may occur outside of the regularly scheduled maintenance, and is not part of the Services Availability.

The County may, at its option, set a migration schedule and require Customer migration by a specified date. The County will work jointly with the Customer to set mutually agreeable migration dates based on the migration schedule.

16.7.2. Maintenance Window and Planned Network Outages

The County may conduct regularly scheduled maintenance. This may include upgrades, and non-emergency repairs. Scheduled maintenance procedures may be performed on Sunday mornings between 6 a.m. and 9 a.m. Emergency work may be performed at any time necessary to maintain the operation of I-NET and Services.

As reasonably practicable, notice will be given to the Customer of planned network outages when such an outage will affect the Customer. The County will attempt with its best efforts to notify the Customer of scheduled outages at least two (2) business days in advance. The County will endeavor to notify the Customer of emergency outages as soon as possible.

16.7.3. Problem Reporting and Escalation Procedure

Customer shall report problems, following the process outlined below

- A. The Customer's IT personnel shall troubleshoot the problem to eliminate application, user platform, or other potential problem sources within its internal network.
- B. If the Customer then believes it is an I-NET and/or Services problem, the Customer's designated Technical Contact(s) shall contact the I-NET Network Operations Center as identified on Exhibit A of the I-NET CSC.
- C. An incident ticket will be created based on the trouble call, and the I-NET troubleshooting process and time clock will begin.
- D. I-NET Operations will provide to the Customer progress and status information on the incident ticket. The Customer should receive an initial callback regarding the status of the problem within thirty (30) minutes from the creation of the incident ticket.

16.7.4. Problem Escalation

I-NET Operations will attempt to begin resolution of most problems within two (2) hours of the problem report initially being logged and an incident ticket being generated. I-NET Operations will notify the Customer regarding the status of the reported problem and the estimated time to repair completion. The estimated time to repair will depend on the determination of whether or not the issue is outside the control of the County, such as a fiber or power outage, or within the control of the County.

- A. If, after two (2) additional hours, the problem has not been resolved (within the parameters of the support window and problem severity), the Customer may contact the I-NET Management Contact or Data Center Support to escalate the problem priority. At this point, the I-NET Manager will assess the internal or external situation, escalate the service ticket's priority if necessary, and provide a best estimate of time to repair completion.

- B. If an I-NET engineer is required to visit a Site to repair or troubleshoot a problem, the Customer may be charged for this service. There will be no charge if the problem necessitating the visit is due to a failure with I-NET or Services equipment or network that was not the result of Customer activity, or is caused by the County. In all other situations, the Customer will be charged for the visit. The charge for this service will be \$150 per hour, including travel time, with a minimum 2-hour charge with additional time charged to resolve the problem. Charges will be added to the Customer's monthly invoice.

16.8. Customer Obligations

The Customer agrees it will complete the items listed below throughout the MSA at no cost to the County. Failure to do so shall be grounds for and may result in the termination of I-NET, and Services, reduce Services Availability, or delay in the County's installation of I-NET and Services.

- 16.8.1.** Provide the County with any contact person changes within five (5) Days of the staff change. Failure to keep the Contact information current may result in delays in processing of service requests.
- 16.8.2.** Provide County with timely access to the Site(s) where I-NET equipment is installed.
- 16.8.3.** Provide the County, a minimum of 1/2 rack or wall space, 100-240V AC power, and sufficient cooling to maintain a temperature no greater than 80 degrees Fahrenheit.
- 16.8.4.** Keep the area around the I-NET and Services equipment dry, clean, and free of obstructions to facilitate airflow and protect the equipment investment.
- 16.8.5.** Notify County within 24 hours of any damage or other apparent problems with the equipment or fibers.
- 16.8.6.** Keep the I-NET and Services equipment in the place where the County has installed it, and not move, alter or use the equipment in any way without the written permission of the County.
- 16.8.7.** Use only designated port A1 on the King County Demarcation Device provided by the County unless the I-NET Business Management Contact has provided written consent to use additional ports on the Demarcation Device.
- 16.8.8.** Customer Demarcation devices must meet or exceed the documented King County standard equipment specifications required for connectivity
- 16.8.9.** Provide Ethernet **cables** to the Demarcation Device.
- 16.8.10.** The Customer shall supply and maintain an Uninterruptable Power Supply (UPS) for all I-NET and Services equipment.
- 16.8.11.** The Customer shall provide a copy of its Network Topology and all updates that are planned or will take place during the term of the MSA to Customer's Network Topology.

16.9. Service Interruption

The County may immediately suspend Customer's use of the I-NET, KCX and Services offered under this MSA if the County determines that Customer or its Users use of the services (i) violates any applicable law; (ii) poses a security risk to the services offered under this MSA; (iii) may harm the Services offered under this MSA or materials of any other Customer; or (iv) as necessary by the County. The County will provide notice of any suspension as soon as practicable to Customer.

To the extent practicable, the County will (i) suspend Customer's right to access or use only those instances, data, or portions of the services that caused the suspension, and (ii) limit the suspension to those accounts that caused the suspension. If feasible, access to the services will be restored once the conditions or circumstances giving rise to the suspension have been removed or corrected.

16.9.1. Other Security and Backup

Customer shall be solely responsible for properly configuring and using the services and taking steps to maintain appropriate security, protection and backup of its materials, including using encryption technology to protect the materials from unauthorized access and routinely archiving its materials.

16.9.2. Customer's Materials

Customer is solely responsible for the development, content, operation, maintenance, and use of its materials with the services. For example, Customer is solely responsible for:

- A. the technical operation of its materials, including ensuring that calls it makes to any service are compatible with then-current application program interfaces for that service;
- B. any claims relating to Customer's materials;
- C. properly handling and processing notices sent to Customer (or any of Customer's affiliates) by any person claiming that Customer's materials violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act;
- D. any action that Customer permits, assists or facilitates any person or entity to take related to this MSA, Customer's materials, or use of the services; and
- E. Users' use of Customer's materials and the services and ensuring that Users comply with Customer's obligations under this MSA and that the terms of Customer's agreement with each User are consistent with the terms and conditions of this MSA.

16.10. Security

The Customer shall install and maintain physical security measures to protect the fiber connections and equipment provided by the County. This is a condition precedent to starting and continuing to receive I-NET and other Services. The County may change the requirements from time to time without notice to the Customer. Physical security of the I-NET racks, cabinets and fibers located at the Customer's Site(s) is the responsibility of the Customer. The Customer shall ensure that all Services equipment and fiber are protected from unauthorized physical access through the use of locked rooms and/or cabinets. The Customer is responsible for securing its computer resources attached to the I-NET and Services against all unauthorized access or use.

King County reserves the right to inspect the physical security measures at the Customer's Site(s) at any time with two (2) business days' notice to the Customer. Failure to remediate findings of such an inspection within seven (7) business days from County notice may result in suspension of I-NET connectivity until compliance is deemed achieved by the County.

Attachment A - Acceptable Use Policy

- ❖ IMPORTANT: The County's franchise agreement and I-NET lease agreement with Comcast, as amended or renewed, and franchise agreement with WAVE prohibit the County from building or running a cable television network or any commercial for-profit endeavor over the Fiber Optic Cable. Customer acknowledges and agrees that the restrictions in the franchise agreement and lease agreement flow down and apply to the Customer.

This Acceptable Use Policy ("AUP") sets forth applicable requirements for the responsible use of the I-NET and Services.

In General.

The County operates the I-NET and Services as a third party telecommunications provider for the specific purpose of providing data transmission services to the public internet. With any public network, data can be intercepted, modified, and/or diverted while in transit. I-NET and Services Customers are responsible for the secure transmission, processing and storage of their data

I-NET and Services must be used solely for lawful and intended purposes. No one shall use or aid anyone else in using the I-NET to transmit, distribute or store material in a manner that: (a) violates any applicable law or regulation, including export or encryption laws or regulations, or this AUP; (b) may adversely affect the Services or Users; (c) may expose the County to criminal or civil liability or (d) violate, infringe upon or otherwise misappropriate any third party rights, including intellectual property rights, rights of publicity and privacy rights. Customers and Users are prohibited from facilitating the violation of any part of this AUP or applicable third-party policies, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP.

Any Customer or User the County determines has violated any applicable law, regulation or this AUP or applicable third-party policy may be subject to a temporary or permanent suspension of service, including, if the County deems it necessary, immediate suspension or termination of such Customer's or User's service without notice. The County may temporarily suspend the Customer or User without notice if the County deems such action is required for the County to comply with its franchise, lease, or applicable laws. The County may take such further action as it deems appropriate under the circumstances to eliminate or preclude repeat violations. The Customer will protect, defend and indemnify the County from any liability whatsoever arising out of any violation of the acceptable use of the I-NET and Services and the County shall not be liable for any damages of any nature suffered by any Customer, User, or any third party.

Responsibility for Content.

The County takes no responsibility for any content created or accessible on or through the I-NET and Services. Neither the County nor its agents have any obligation to monitor the content created or accessible on or through the I-NET and Services. No User or Customer should hold an expectation of privacy with respect to any matter transmitted over or by the I-NET and Services. By entering into this MSA with King County, Customer acknowledges and accepts the absence of privacy in transmitting or using the I-NET and Services. The County may monitor the I-NET and Services traffic for maintenance or repair or to determine usage of the I-NET and Services. The County does not plan to exercise any editorial control over material transmitted over or by the I-NET and Services, however, the County and its agents have the right to monitor these transmissions and postings from time to time for violations of this AUP and to disclose, block, or remove them in accordance with this AUP and applicable law(s). The County reserves the right to suspend or terminate any User or Customer creating, storing or disseminating such content. The County further reserves the right to cooperate with cable system representatives, legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of any User or Customer.

Impermissible Content.

Customers and Users shall not use I-NET to transmit or distribute material not permitted under the County's franchise contracts, permits, or other contracts with or grants to cable television or communications companies. Customers and Users shall not use I-NET to transmit or distribute unlawful material or information containing fraudulent material, or to make any offer containing unlawful, false, deceptive, or misleading statements, claims, or representations. In addition, Customers and Users are prohibited from submitting any unlawful, false or inaccurate information regarding I-NET's use to the County or any other Person.

Customers and Users shall not use I-NET to transmit, distribute or store material that is unlawful, harmful, harassing, threatening, abusive, hateful, libelous, defamatory, obscene, pornographic, profane, vulgar, indecent, sexually explicit, intended to offend any person based on a person's race, ethnic heritage, nation origin, sex, sexual orientation or preference, age, physical or mental illness or disability, marital status, employment status, housing status, religion, or other characteristics as may be defined by applicable civil rights laws. The Parties agree that law enforcement may intentionally receive and store information or materials that may be indecent, obscene, pornographic, defamatory or libelous. Such use by law enforcement is not a violation of this AUP, if conducted in the course of law enforcement activities that are permissible by law. Customers and Users shall not use material in any unlawful manner that would infringe, violate, dilute or misappropriate any person's protection under privacy, publicity, or other personal rights or intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. The use of a domain name in connection with any of the I-NET services shall not violate the trademark, service mark, or similar rights of any third party.

Users will not use the I-NET and Services to upload, post, mail or otherwise transmit in any manner any content, communication, information, or software that contains a virus, adware, rootkits, password crackers, key stroke capture programs, cancelbot, Trojan horse, logic bomb, worm or other harmful malware software or component. Customers and Users shall not Use I-NET to transmit, distribute or store material that may be harmful to or interfere with the I-NET and Services or any third party's networks, systems, services, or websites.

Third Party Rules; Usenet.

Customers and Users may have access through I-NET and Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, Usenet, or other services that promulgate rules, guidelines or contracts to govern their use. Users must adhere to any such rules, guidelines, or contracts. Users who post messages to Usenet news groups are responsible for becoming familiar with any written charter or FAQ governing use of such news groups and complying therewith.

System and Network Security.

Customers and Users shall not use I-NET and Services to violate or attempt to violate the security of any person or network, including, without limitation, (a) accessing data not intended for such Customer or User or logging into a server, system or account which such Customer or User is not authorized to access, (b) impersonating County personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing", "denial of service" attacks or "crashing", (e) forging any TCP/IP packet header or any part of the header information in any e-mail or news group posting, (f) taking any action in order to obtain services to which such User is not entitled. Customers and Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for I-NET and Services. Security violations may result in civil and/or criminal liability. The County will investigate occurrences which may include such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Customers and Users who are involved in such violations.

Monitoring

The County shall have the right, but not the duty, to monitor communications occurring through its network and to disclose such communications from time to time as may be necessary to, (a) operate the i-NET and Services properly, (b) administer and manage i-NET and Services business, (c) provide all of I-NET and Services Users with the highest quality service, (d) offer all of I-NET and Services Users with opportunities the County thinks will be of interest to its users, (e) verify compliance with the law, (f) verify compliance with this MSA, (g) protect I-NET, Services and their users and, (h) satisfy any law, regulation, or other governmental request.

Customer and User(s) acknowledges said right of the County and consents to the reasonable and periodic monitoring and disclosure of on-line communications occurring on the I-NET and Services.

Modification.

The County reserves the right to modify this AUP in its discretion at any time, without notification. Such modifications will be effective when published on the County's website.

Attachment B – Definitions

Acceptable Use Policy.

The rules for use of the I-NET set forth in Attachment A – Acceptable Use Policy

Amazon Direct Connect.

Using AWS Direct Connect, you can establish private connectivity between AWS and your datacenter, office, or colocation environment, which in many cases can reduce your network costs, increase bandwidth throughput, and provide a more consistent network experience than Internet-based connections.

Amazon Web Services.

Amazon Web Services is a subsidiary of Amazon.com that provides on-demand cloud computing platforms to individuals, companies and governments, on a paid subscription

Availability.

The ability of the user network equipment to connect to I-NET Demarcation Devices for the purpose of receiving or transmitting data, voice and video. If the user network equipment cannot access the I-NET Demarcation Devices, it is said to be unavailable.

Bandwidth.

The amount of digital data that can be carried or is moved from one place to another in a given time.

Bps or Bits per second.

Bps or Bits per second is the data transfer rate binary digits can pass through a communication link.

Circuit.

A methodology of implementing a telecommunication network in which two network nodes establish a dedicated communications channel (circuit) through the network before the nodes may communicate.

Community Connectivity Consortium (C3).

A 100 mile fiber ring backbone around Lake Washington connecting nodes at the Westin Building in Seattle, Sabey Data Center in Tukwila, the University of Washington Bothell Campus, Bellevue City Hall, King County Regional Communications and Emergency Coordination Center, and Ballard Communications Center.

Customer or Customer Agency.

A municipality, school district, college or other governmental or non-profit agency that is a participant in the King County Institutional Network. See the CSC for the specific Site locations included in this MSA.

Customer Premise Equipment or CPE.

The Demarcation Device at the Customer's site with ports for connecting Customer fiber.

Customer Services Contract or CSC.

The order form document which outlines Customer's Agreement Term, the types of I-NET and Services being purchased, costs, Customer's contacts, and related insurance certificates.

Date of Activation.

The date when I-NET services are available for Customer use.

Day.

Calendar day.

Demarcation Device.

The network interface equipment that serves as the Demarcation Point between I-NET and the Customer's premises wiring or equipment.

Demarcation Point.

The point of interconnection between the County's I-Net fibers, cables, or Hardware and the Customer's fibers, cables, or Hardware.

Domain Name Services or DNS.

Services which convert domain names into Internet Protocol (IP) addresses.

Fiber Optic Cable.

A cable containing one or more optical fibers that are used to carry from one end to the other.

Gbps or Gigabit per second.

Gbps or Gigabit per second is a data transfer rate which can pass through a communication link. One billion bits per second.

Hardware.

The actual physical computing elements, including the hardware, software, and firmware that comprise a computer system. An integrated access device is an example of Hardware.

I-NET.

The King County Institutional Network, a fiber optic-based transport network shared by municipal, county, school, library and other governmental, educational and non-profit agencies for the purpose of supporting voice, video and data communication among the participants and with the Internet.

I-NET Services.

See paragraphs 1,2, 4, and 5 in Attachment C – Service Offerings for a description of I-NET Services

Inter-governmental Network or IGN.

The statewide closed network inter-connecting municipalities, counties, and the state to enable the sharing of information among employees and work groups.

Internet.

A global system of interconnected computer networks that use the standard Internet protocol suite (TCP/IP) to serve billions of users worldwide. It is a network of networks that consists of millions of private, public, academic, business, and government networks, of local to global scope, that are linked by a broad array of electronic, wireless and optical networking technologies.

Internet Service Provider or ISP.

An Internet service provider (ISP) is an organization that provides services for accessing the Internet.

IPV4.

Internet Protocol version 4 (IPv4) is the fourth version in the development of the Internet Protocol (IP) and the first version of the protocol to be widely deployed. Together with IPv6, it is at the core of standards-based internetworking methods of the Internet. IPv4 is still used to route most traffic across the Internet.

IPv6.

Internet Protocol version 6 (IPv6) is the latest revision of the Internet Protocol (IP) that uses 64-bit addresses for a larger addressing space. IPv6 provides identification and location for computers on a network and routes traffic across the Internet. It is intended to replace IPv4, which still carries the vast majority of Internet traffic.

King County.

King County, Washington. A political subdivision of the State of Washington, and its sub-contractors, where applicable.

King County Exchange (KCX).

An online marketplace whereby King County Customers can connect to cloud, telecommunications, Internet Service Providers, and other online services.

Mbps or Megabit per second.

Mbps or Megabit per second is a data transfer rate which can pass through a communication link. One million bits per second. A unit of information used, for example, to quantify computer memory or storage capacity.

Microsoft Azure.

Microsoft Azure is a cloud computing service created by Microsoft for building, testing, deploying, and managing applications and services through a global network of Microsoft-managed data centers.

Microsoft Express Route.

ExpressRoute is an Azure service that lets you create private connections between Microsoft datacenters and infrastructure that's on your premises or in a colocation facility. ExpressRoute connections do not go over the public Internet, and offer higher security, reliability, and speeds with lower latencies than typical connections over the Internet.

Month.

The period commencing on the first calendar day of a calendar month and ending on and including the last day of that calendar month.

Network Latency.

The time measured for data to transmit across the I-NET network. Network Latency is measured round-trip: the one-way latency from source to destination plus the one-way latency from the destination back to the source.

Network Operations Center (NOC).

The logistical grouping of King County resources providing first tier monitoring and response to I-NET Customer requests.

Network Topology.

The arrangement of the various elements (links, nodes, etc.) of a computer, and may be depicted physically or logically.

Quality of Service or QoS.

The ability to provide preferential delivery and different levels of priority for applications, such as voice and video, to provide sufficient bandwidth, and control latency and jitter to achieve a set level of performance.

Services: All services, and other professional offerings, including equipment provided, other than I-NET Services, provided by King County under a CSC pursuant to this MSA.

Site.

A single building or location. Each Site is counted as a unit for purposes of the Customer's Use Charge.

Software.

Software is part of a computer system that consists of data or computer instructions. Software is the list of instructions to operate the Hardware.

Start of Authority (SOA).

Designated source point for a DNS Domain.

System Availability.

The time a network Circuit is available to carry User data over the I-NET network.

Transport.

In computer networking, transport provides end-to-end communication services for applications within a layered architecture of network components and protocols.

User.

An employee, client, vendor, or other person accessing the network or using I-NET and Services at a facility controlled by a Customer.

Attachment C - Service Offerings

The following is a list of current service offerings and their definitions.

Basic Services

1. Internet Bandwidth (IB):

The Internet Bandwidth service provides a connection to the internet at a base Bandwidth of 40Mbps. Additional Bandwidth of up to 1Gbps may be purchased for an additional monthly fee.

2. Transport Bandwidth (TB):

Transport Bandwidth is a point-to-point connection between two facilities and is subject to service availability. It provides service at a base Bandwidth of 100Mbps. Additional Bandwidth up to 10 Gbps may be purchased for an additional monthly fee.

3. King County Exchange (KCX) Services:

The following packages are available as described below:

- **C3 Base Packages**
 - Basic: Using a C3 Member's allocated 1Gb Circuit on the C3 ring, King County will provide aggregation services and up to 1Gb ISP. C3 Members are responsible for coordinating a point-to-point connection to either the Westin or RCECC C3 nodes.
 - Standard: 10 GB of Transport will be allocated to Customer on King County's transport layer on the C3 ring. 1 GB of ISP Bandwidth will be provided and additional services can be procured up to the 10 GB maximum. Customers are responsible for coordinating connectivity to the Westin Building.
 - Plus: 10 GB of Transport will be allocated to customer on King County's transport layer on the C3 ring. 2 GB of ISP Bandwidth will be provided and additional services can be procured up to the 10 GB maximum. Customers are responsible for coordinating connectivity to the Westin Building.
- **Cloud Services Circuit**
 - Cloud Services Circuit: Specific circuit designed for transport for either a Microsoft ExpressRoute or Amazon Direct Connect circuit.
 - Circuit Bandwidth: Base Bandwidth is 50Mbps and up to 10Gbps with the increments specified on the current KCX price list. Bandwidth rate limits are applied based on contracted rate.
 - Microsoft ExpressRoute: ExpressRoute is an Microsoft Azure service that allows Customer to create private connections between Microsoft datacenters and infrastructure that's on your premises or in a colocation facility. ExpressRoute connections do not go over the public Internet, and offer higher security, reliability, and speeds with lower latencies than typical connections over the Internet.
 - Amazon Direct Connect: Using AWS Direct Connect, Customer can establish private connectivity between Amazon Web Services (AWS) and Customer's datacenter, office, or colocation environment, which in many cases can reduce network costs, increase bandwidth throughput, and provide a more consistent network experience than Internet-based connections.

4. Support Services:

In addition to the basic service above, the Customer shall receive a Support Package. The

Support Package provides the following features, described below:

Feature	Description			
IPV4 Addresses*	8			
EVC (1 additional)	Included			
IGN Connection	Included			
QoS* (4 CoS)	best effort			
Technical Support	24X7 365			
Maintenance	Included	I		
DNS Mgmt	Included			

****IMPORTANT:*** IPV4 ADDRESS SPACE IS OWNED BY THE COUNTY AND REMAINS THE PROPERTY OF KING COUNTY. THE CUSTOMER HAS THE USE OF THIS ADDRESS SPACE ONLY WHILE THIS CONTRACT IS IN PLACE. THE COUNTY CANNOT GUARANTEE CONTIGUOUS IPV4 ADDRESSES WHEN THE CUSTOMER IS PURCHASING ADDITIONAL IPV4 ADDRESSES, UNLESS AGREED TO IN WRITING BY THE COUNTY

Support Services Descriptions

- **Ethernet Virtual Connection (EVC):** An Ethernet Virtual Connection (EVC) is defined by the Metro-Ethernet Forum (MEF) as an association between two or more user network interfaces that identifies a point-to-point or multipoint-to-multipoint path within the service provider network. An EVC is a conceptual *service pipe* within the service provider network. One EVC comes standard with Basic Service.
- **Inter-Governmental Network (IGN) IGN Connection:** A statewide closed network inter-connecting municipalities, counties, and the state to enable the sharing of information. The existing IGN is maintained by King County Network Operations and is connected to the Washington State Technology Solutions (WaTech). I-NET provides network transport to gain access to this network as part of the I-NET ISP service. Customers connecting to the IGN must adhere to security guidelines published by **WaTech that pertain to this network. This IGN service is bundled with the I-NET ISP service.**
- **Quality of Service (Qu's) Qu's:** is the ability to provide preferential delivery and different levels of priority for applications, such as voice and video, to provide sufficient bandwidth, and control latency and jitter to achieve a set level of performance flow. This is an additional I-NET Service, which may be implemented at an additional cost upon Customer request.
- **Technical Support - 24X7 365:** Support is provided 24 hours a day, 7 days a week, every day of the year. The targeted initial response time will be thirty (30) minutes from the time Customer's notification is received. Problem resolution begins no more than two (2) hours after the initial report. Problem resolution work will continue until resolved.
- **DNS Registration and Hosting:** I-NET provides domain registration services to its customers via Amazon Web Services Route 53. Only the designated registrar or delegates may modify or delete information about domain names in a central registry database. Registration of a domain name establishes a set of Start of Authority (SOA) records in the DNS servers of the parent domain, indicating the IPV4 address (or domain

name) of DNS servers that are *authoritative* for the domain.

5. Additional IPV4 Addresses Option (AIP):

Customers have the option of purchasing additional blocks of non-portable IP addresses from King County's Class B address space 146.129.x.x. The blocks come in quantities of 16. The County cannot guarantee contiguous IPV4 addresses when additional addresses are purchased, unless agreed to in writing by the County. All requests for additional addresses must be approved by King County.

6. Professional Services:

Professional Services is meant to be a range of specialized services oriented toward helping Customers make the best use of the I-NET and Services. Charges for the service will be a fixed estimated total project cost.

7. Network Engineering Service (NES):

This is work developing specialized network solutions to fit the Customer's needs related to I-NET and Services.

8. Solution Architecture (SA):

This architecture work is to aid in adapting and scaling applications to operate optimally in an I-NET and Services enabled network environment. This may entail using in-house staff.

9. Project Management Service (PMS):

This service will provide overall management of work needed prior to installation of I-NET and other Services. This service has traditionally focused on managing construction tasks necessary to deliver fiber optic media. Other related project management tasks may be considered.

10. Support Surcharge (SS):

This is a fee charged when a trouble call results in the dispatch of support staff to a Customer site and the cause of trouble is found to be the responsibility of the Customer. The Customer shall be charged a minimum of two (2) hours.

Engineers will work with the Customer's Technical Contact to design the service and provisioning for the Customer's Site(s). Typically, the device installed at a Site will be a Customer Premise Equipment (CPE) providing one or more 100/1000/10000 Mbps Ethernet connections. All installed equipment remains the sole property of the I-NET.

I-NET and other Services provides initial configuration and installation of its equipment and service, including customization of services. All I-NET installed equipment whether at a Customer's Site or not, remains the sole property of the I-NET.

I-NET will only provide transport to KC/IGN and will not be involved with application incidents and issues.

If a network engineer is dispatched to solve an incident and the incident is determined to be that of the Customer, a service call charge will be invoiced.



King County

**Department of
Information Technology**

CNK-IT-0600

401 Fifth Avenue, Suite 600
Seattle, WA 98104

206-263-7887 Fax 206.296.7608
TTY Relay: 711

February 6, 2020

City of Pacific

Attention: Nicole Schunke, Administrative Assistant
100 3rd Avenue SE
Pacific, WA 98047

RE: INET Contract No. 01COP20, Fully Executed

Dear Ms. Schunke,

Please find the final, counter signed copy of contract 01COP20 for Institutional Network Services enclosed. We have retained one copy for King County records. The County appreciates the opportunity to do business together very much, and I look forward to continuing the relationship. Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

Dominic Metroplous Palo
Contract Specialist
Phone: 206-477-9555

Enclosure