

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 20, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVE COX BUSINESS AND GREAT PLAINS COMMUNICATIONS INTERNET SERVICE AGREEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

**SYNOPSIS**

A resolution has been prepared to authorize the execution of service agreements with Cox Business and Great Plains Communications for internet service.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provide funding for the proposed services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City currently has an agreement with Cox Business to provide internet service to City facilities. As the City's reliance on internet connectivity and cloud-based applications continues to increase, so does the dependence on fast, reliable internet. To accommodate this growth and ensure the highest level of network performance, upgrades to internet speed (bandwidth) and the addition of a second internet service provider (ISP) is necessary. By adding a second ISP with increased bandwidth, we will be able to guarantee the City's network stays online, in the event of connectivity loss, safeguarding business continuity.

The service agreement with Great Plains Communications is for a term of 60 months and they will become our primary internet connection with an increase in bandwidth to 300Mbps (download) x 300Mbps (upload). We will decrease our current Cox bandwidth from 200Mbps x 20Mbps to 50Mbps x 10Mbps they will be our secondary connection. This will reduce cost for that connection and require a new service agreement for a term of 36 months. The execution of the Cox service agreement is contingent on the Great Plains service being fully operational in an estimated 90 days. We will not make any changes to our current Cox service until that time.

Founded in 1910, Great Plains Communications is one of the largest privately-owned telecommunications providers in the Midwest and is headquartered in Blair, NE. They serve over 200 communities throughout Nebraska and Southeastern Indiana with over 500 miles of fiber network in the Omaha area alone.

**RESOLUTION NO. 21-040**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH GREAT PLAINS COMMUNICATIONS FOR INTERNET SERVICE FOR A TERM OF 60 MONTHS

WHEREAS, the Mayor and City Council have determined that the upgrade to internet speed (bandwidth) and the redundancy of services is necessary; and

WHEREAS, Great Plains Communications will provide the primary connection for the City with bandwidth of 300 Mbps x 300Mbps; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed service,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the execution of a Service Agreement with Great Plains Communications for internet service for a term of 60 months.

PASSED AND APPROVED THIS 6TH DAY OF APRIL 2021.

CITY OF LA VISTA

ATTEST:

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH GREAT PLAINS COMMUNICATION AND COX BUSINESS FOR INTERNET SERVICE.

WHEREAS, the Mayor and City Council have determined that the upgrade to internet speed (bandwidth) and the redundancy of services is necessary; and

WHEREAS, Great Plains will provide the primary connection with an increase of bandwidth to 300 Mbps x 300 Mbps and Cox Business will provide the secondary connection with a decrease of bandwidth to 50 Mbps x 10Mbps; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed service,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the execution of a Service Agreement with Great Plains Communication and Cox Business for internet service.

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

ATTEST:

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk



<b>Cox Account Rep:</b>	Greg Ward	<b>Cox System Address:</b>
<b>Phone Number:</b>	(402) 934-1157	401 N 117TH ST
<b>Fax Number:</b>	(844) 217-7887	Omaha, NE 68154

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	City Of LaVista	<b>Full Name:</b>	
<b>Street Address:</b>	8116 PARK VIEW BLVD	<b>Billing Contact:</b>	402-331-4343
<b>City/State/Zip:</b>	La Vista, Nebraska 68128	<b>Fax:</b>	
<b>Billing Address:</b>		<b>Contact Number:</b>	
<b>City/State/Zip:</b>		<b>Email Address:</b>	
<b>Cox Account #:</b>	132-0149273-01		
<b>Merge Bill</b>	No		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term <i>(Months)</i>	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
CBI 50 - 50Mbps x 10Mbps	0	1	\$152.00	36	\$152.00	
Static IP Address	0	1	\$10.00	36	\$10.00	
1 Additional IP Address	0	1	\$5.00	36	\$5.00	
Security Suite - 25 PC	0	1	\$0.00	36	\$0.00	
Cox WiFi 10 Free Access Accounts	0	1	\$0.00	36	\$0.00	
Customer Provided Modem	0	1	\$0.00	36	\$0.00	
Cox Business Internet Self-Install Coax	0	1	\$0.00			\$0.00
Totals:					\$167.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

**Special Conditions****Promotion Details**

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

**Customer Authorized Signature****Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC Signature**

Signature:

Signature:

Print:

Print:

Title Position:

Title Position:

Date:

Date:

## EXHIBIT A

**1. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.





**Great Plains Communications**  
 1600 Great Plains Centre  
 P.O. Box 500  
 Blair, NE 68008  
 Phone: 1.888.343.8014

## SERVICE ORDER

ORDER DETAILS	
Customer	La Vista City Offices
Service Term	60 months
Z- Location (service address)	8116 Park View Boulevard La Vista, NE 68128., , NE
A-Location (if applicable)	1635 FRONT ST, BLAIR, NE,

SERVICES				
Product	Qty	Price	Description	Total Price
Direct Internet Access - 300 Mbps	1	\$769.60		\$769.60
IP Addresses - /29 Block	1	\$8.00	Includes 8 IP Addresses - 5 Usable	\$8.00

CHARGES	
Monthly Recurring Charge	\$777.60
Non-Recurring Charge (due at install)	\$0.00
Upfront Charge (due upon signing)	\$0.00
NOTE: all prices are before applicable taxes, fees, and surcharges.	

SPECIAL TERMS AND CONDITIONS
<p>Installation: Estimated 90 days. Standard installation included in installation charge. Any after-hours installation (before 7am or after 7pm) or expedited installation, if requested by Customer, may incur special installation fees.</p> <p>Termination Right: “<u>Outage</u>” means a time during which the service is not available due to a failure of the service. To measure the duration of an Outage, an Outage begins once Customer notifies Provider of the Outage and ends when service is restored (even if only by a temporary restoration). “<u>Chronic Outage</u>” means, during a 30-consecutive day period, a service experiences (a) 3 Outages with durations over 4 hours each, or (b) aggregate Outages exceeding 48 hours. If a service experiences a Chronic Outage, Customer may request to immediately terminate the affected service without further liability. Customer may request such termination right within 30 days of the Chronic Outage; if Customer does not exercise its termination right within 30 days of the Chronic Outage, Customer shall have waived such termination right for that occurrence. Customer must be in good standing and paid current to exercise such termination right. Notwithstanding the foregoing, Customer will not be entitled to any remedy, including any termination right, for Chronic Outages arising from: (i) acts and omissions by Customer, including configuration, information, equipment, or services provided by Customer; (ii) failures of services, equipment, applications, or systems not owned or controlled by Provider, including any off-net service; (iii) maintenance activities; (iv) delays by Customer to provide access to premises or release the service for testing and repair, if such access or release is necessary to restore the service; (v) force majeure, including fiber cuts not caused by Provider; and (vi) any valid suspension or termination of service by Provider under the Agreement.</p>

**GENERAL TERMS AND CONDITIONS**

This order is entered between the Great Plain's affiliate listed below ("Provider") and the undersigned Customer. The services, terms, charges, and other details agreed to between the parties are set forth above. This order is further subject to and governed by Provider's standard service agreement for business customers, available upon request. This order is subject to availability and will only become binding upon acceptance by Provider. Customer acknowledges it has read and understands the terms and conditions of this order.

**SIGNATURE** - Each party duly executes this order, intending to be legally bound.

Customer: La Vista City Offices

Provider: Netlink LLC

Sign:

Sign:

Print:

Print: Andrew Dengel

Title:

Title: Senior Account Executive

Date:

Date:



**SERVICE AGREEMENT**

1. **Applicability.** This Service Agreement ("Agreement") governs the services provided by Great Plains Communications LLC or its applicable affiliate ("Provider") to the party purchasing services ("Customer"). By accepting service from Provider, Customer accepts the terms set forth in this Agreement as a binding agreement between Provider and Customer, without modification.
2. **Purpose; Additional Terms.** This Agreement establishes general terms, conditions, and a framework for Customer to purchase and use services from Provider. This Agreement may be supplemented by Provider with additional terms and conditions agreed upon by the parties, including applicable service schedules, and including specific terms and conditions stated in an order.
3. **Services.** Provider will provide Customer the services set forth in a service order executed by both parties. Part or all of the services may be provided by an affiliate of Provider. Additional services (including additional lines, features, IP addresses, cross connections, splicing, special building access, demarcation extensions, special equipment, or certifications), if available and requested, may incur additional charges.
4. **Charges; Billing; Payment; Taxes; Assurance.**
  - 4.1. **Charges.** Customer will pay Provider the charges set forth in the order, which may include monthly recurring charges ("MRC"), non-recurring charges ("NRC") including installation charges, or any additional specific charges applicable to the ordered service, including construction charges. Additional charges may also be described in the applicable service schedules.
  - 4.2. **Billing.** Billing of MRC will commence at the start of the service term. Billing of NRC will occur upon or prior to the start of the service term (upfront charges billed upon placement of order). A monthly statement of the amount due will be provided to Customer.
  - 4.3. **Payment; Late Fee.** Customer will pay the amount due to Provider by the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late fee, which will be the greater of 1.5% of the amount due or \$10. If payment is not received within 30 days of the Payment Date, Customer will be considered in default, and Provider may suspend or terminate the services immediately. Upon any suspension or termination, Provider may require Customer to pay all past-due amounts and a reconnection fee.
  - 4.4. **Taxes.** Except for taxes based on Provider's net income, Customer is responsible for all taxes and surcharges applicable to the services purchased by Customer. Provider will compute, bill, and collect from Customer all applicable taxes and surcharges and remit to the appropriate authority. Customer must present a valid exemption certificate if Customer is exempt from any tax or surcharge.
  - 4.5. **Assurance.** Provider may require a reasonable deposit or other assurance if Customer fails to pay. Provider may use deposits to cover unpaid amounts. Upon full payment and closure of Customer's account, remainders of deposits will be returned to Customer.
5. **Term and Termination.**
  - 5.1. **Term.** Each service will commence upon installation and remain in effect for the term specified in the order. Thereafter, the service will automatically renew on a month-to-month basis until terminated by either party upon 30 days written notice. Provider may deem the service term commenced if Customer unreasonably refuses or delays installation.
  - 5.2. **Early Termination.** Customer will pay Provider an early termination fee ("ETF") if any service is cancelled or terminated before the expiration of the service term for any reason other than breach thereof by Provider. The ETF will equal 100% of the remaining MRC to be paid in the service term, plus any unpaid NRC. Customer acknowledges the actual damages from an early termination would be difficult to ascertain, and the ETF is a genuine estimate of actual damages Provider will suffer and is not a penalty.
6. **Use of Service.** Customer must abide by Provider's Acceptable Use Policy, found at <https://www.gpcom.com/terms>. Customer may only use the services for lawful purposes. Customer may not resell, share, trade, or in any way provide the services to any other customer. Customer will be responsible for all content transmitted by Customer or others using Customer's service.
7. **Access; Equipment.** Customer grants Provider a permanent easement on the property to install, maintain, and operate facilities necessary to provide the service. If Customer is not the owner of the property, Customer warrants it has lawful authority from the owner to allow Provider such access. If Customer fails to provide necessary access to the property, Provider may cancel the order and bill the ETF. Customer must provide access to and appropriate and safe space for the equipment. Customer will be responsible for damage to Provider's equipment due to Customer's negligence or willful conduct. All equipment placed on site by Provider will remain the property of Provider. Provider will not be responsible for any equipment or services furnished by Customer.
8. **Limitation of Liability.** Neither party will be liable to the other for any indirect, special, punitive, reliance, or consequential damages (including lost profits or lost data) of any kind arising from or related to this Agreement, the services, or performance of obligations hereunder. Provider's liability hereunder will not exceed the total amount paid by Customer for the service to which the claim pertains in the 12-month period preceding the event giving rise to the claim.
9. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY SERVICE SCHEDULE, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR WITHOUT INTERRUPTION. NO COMMUNICATION BY PROVIDER WILL CREATE ANY SUCH WARRANTY UNLESS EXPRESSLY SIGNED BY AN OFFICER OF PROVIDER.
10. **Waiver.** No course of dealing will be construed as a waiver. No waiver of any breach will be deemed a waiver of any other breach.
11. **Force Majeure.** Provider will not be liable for any delay, interruption, or failure due to causes beyond its reasonable control.
12. **Governing Law; Severability; Change of Law; Jury Trial Waiver.** This Agreement is governed by the laws of the State of Nebraska, without regard to its choice of law provisions. If any provision is held to be invalid or unenforceable under applicable law, such provision will only be ineffective to the extent of such invalidity or unenforceability, without affecting the remainder. In the event Provider is prohibited from providing service or required to change the service by any law, the parties will in good faith modify this Agreement or the affected order to comply with such law, including adjusting rates for increased costs; if no such modification is agreeable, either party may terminate the affected service without further liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER AND CUSTOMER EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR DISPUTES ARISING OUT OF THIS AGREEMENT.
13. **Assignment.** Customer may not assign the services without prior written consent from Provider, not unreasonably withheld. Provider may assign the services without notice or consent. The services are binding upon the successors, assigns, heirs of the parties.
14. **Amendment.** This Agreement and any order may only be modified by a duly executed written amendment or change order.
15. **Entire Agreement; Execution.** This Agreement sets forth the entire understanding of the parties pertaining to the services provided by Provider. This Agreement and any order may be executed in counterparts, signed and delivered physically or digitally.



## ACCOUNT INFORMATION

Please review, verify, and complete the following information to assist Great Plains in creating your account.

<b>GENERAL INFORMATION</b>		
Business Legal Name: La Vista City Offices		
Business Type and State (e.g. Nebraska corporation):		
Owner/Account Holder:		
Phone:		
Email:		
Service Address: 8116 Park View Boulevard La Vista, NE 68128., , NE		
Is the Service Address within city limits?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you own the property (land and building)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <i>Customer is responsible for all land/building access.</i>
Property Manager contact information (if applicable):		
Billing Address:		

<b>EXISTING CUSTOMER INFORMATION ONLY</b>		
Current GPC Account #:		
Do you prefer billing on:	<input type="checkbox"/> Combined/Single Statement	<input type="checkbox"/> Separate Statement

<b>TAX INFORMATION</b>	
Tax ID #:	Are you a tax-exempt business? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide a tax-exempt form.</i>

<b>ACCOUNT PASSWORDS AND SECURITY</b>	
<i>In order to protect customer privacy, you must authorize a CPNI Contact. Your CPNI Contact(s) will be the only person(s) allowed to discuss customer proprietary network information ("CPNI") or make service changes.</i>	
CPNI Contact:	
CPNI Phone:	
CPNI Email:	
Account Password:	
Password Hint:	
<i>In order to make payments over the phone, you must establish a personal identification number ("PIN"). Your PIN is a unique identifier that will be required to access your account through a secure payment portal.</i>	
4-digit PIN:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

<b>TECHNICAL CONTACT</b>
Do you have a technical contact or consultant? <i>If yes, please provide their contact information:</i>

<b>EMAIL SETUP</b>
Do you want a Great Plains email address (email@gpcom.net)? (Up to 10 free.) <i>If yes, please list desired email addresses.</i>

## SERVICE SCHEDULE GPC iTV

1. **Applicability.** This Schedule applies to any order of GPC iTV from Provider.
2. **Service Description.** GPC iTV is an IP-based video service. GPC iTV allows for live linear television content, video on demand, network DVRs, search and recommendations, and other advanced features, available over a GPC broadband connection to a subscriber-provided streaming device, as well as to subscriber's smartphones, tablets, computers, and similar devices. Actual content and features may vary based on service package purchased by Customer.
3. **Broadband Connection.** GPC iTV WILL ONLY OPERATE ON A BROADBAND CONNECTION PROVIDED BY GREAT PLAINS COMMUNICATIONS. GPC iTV will NOT operate if streamed over a third-party broadband connection. Each stream of GPC iTV will use a portion of available bandwidth (i.e., the more streams open, the less bandwidth will be available for data, VoIP, or other services). Please contact Provider to discuss the appropriate broadband connection to support your streaming needs.
4. **Location Restriction.** GPC iTV WILL ONLY OPERATE AT THE INITIAL INSTALLATION PREMISES (i.e., "in premise" viewing only). GPC iTV will NOT operate if streamed at a location other than the initial install site.
5. **Equipment.** GPC iTV is a "Bring Your Own Device" (BYOD) service. Customer is responsible for furnishing a device that is capable of receiving the GPC iTV stream. The list of supported BYOD devices may be changed from time to time by Provider. Provider shall have no liability for any BYOD device furnished by Customer, even if Provider attempts to assist Customer in troubleshooting their BYOD device.
6. **Content.** Provider may add, delete, rearrange, alter, interrupt, or change any programming, packages, features, or other aspects of GPC iTV from time to time, including in response to changes by the industry or programming providers. While Provider will attempt to provide a continuous level of reasonably comparable programming, Provider has no obligation to preserve, replace, or supplement any specific programming.
- 6.1. **Blackouts.** Certain content, including subscription services, sporting events, or broadcast network events, may be blocked out by the content owner in viewing areas; any attempt to circumvent these blackouts may result in legal action.
- 6.2. **Delay.** GPC iTV streams may experience a delay (compared to "live" broadcast content) due to time required to process and deliver content.
7. **Streams.** GPC iTV is limited to the number of simultaneous streams set forth in a signed Service Order; if no Service Order is signed, the number of simultaneous streams will be based on Provider's then-current policy.
8. **Pricing; Rate Increases.** The rates for GPC iTV will be set forth in a signed Service Order; if no Service Order is signed, the pricing will be based on Provider's then-current rates. All rates for GPC iTV, including the service fees and the broadcaster fees, are subject to change. Charges stated in the Service Order may also be subject to additional taxes, fees, or surcharges. Additional or extensive internal wiring may incur additional charges.
9. **Limitation of Liability.** Provider endeavors to provide a continuous, high-quality video service, but Provider does not warrant the service, content, or equipment will perform at a particular level or will be uninterrupted or error-free. This Section 9 is in addition to any other limitation or disclaimer included in the Service Agreement.
- 9.1. **Limitations of IPTV.** Due to its technology, GPC iTV streams may experience some buffering, downgrading in quality, or other errors or interruptions. Most issues are automatically resolved after a few moments. Please contact Provider if your GPC iTV service experiences any prolonged problems.
10. **Authorized Use Only.** Customer agrees to use GPC iTV solely for Customer's viewing as authorized by Provider, and Customer will not copy, reproduce, or otherwise redistribute GPC iTV, its content, or any part thereof without further authorization by Provider. Customer is solely responsible for obtaining any copyright licenses necessary for Customer to copy, reproduce, or otherwise redistribute any content, including any public performance licenses. Any such unauthorized use may be subject to criminal or civil penalty. Furthermore, Customer agrees not to reverse engineer, decompile, disassemble, decrypt, or otherwise access the underlying code or content of GPC iTV, or to attempt to circumvent any technological measures intended to control access to GPC iTV, its contents, or any part thereof, except in the normal use of the service. In addition to any other rights Provider may have to suspend or terminate service, Provider may suspend or terminate service if Customer violates this Section 10. Customer will indemnify Provider from any liability related to Customer's violation of this Section 10.
11. **Privacy.** Provider or its agents may track, collect, store, and use aggregate anonymous usage data and analytics for purposes of managing and operating GPC iTV. No personally identifiable information will be used without consent, except as reasonably necessary to deliver the service.