

**AGENDA ITEM #XIII-D-1
APRIL 30, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF PROPOSAL
NEW BLEACHERS AT HIGHLAND COMMUNITY COLLEGE ATHLETIC FIELDS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the attached proposal from GT Grandstands of Plant City, FL of \$54,800 for new bleachers at the Highland Community College athletic fields. This quote is within the projected budget for the purchase.

BACKGROUND: The existing spectator bleachers at the athletic fields are inadequate and/or unsafe for continued use. This purchase would replace two sets of bleachers at each of the baseball and softball diamonds (total of four) with new aluminum bleachers with handrails and guardrail systems. While the dollar amount of the proposal exceeds usual bidding requirements, our membership with The Interlocal Purchasing System (TIPS) – Cooperative Purchasing Organization satisfies the State of Illinois bidding requirements and allows us to forego the usual architect/engineer design costs and bidding process and contract directly with GT Grandstands. The installation will be completed by Carroll Seating with whom we have had a satisfactory relationship.

This project will be funded by the Protection, Health and Safety levy, as approved at the November 28, 2023, Board of Trustees meeting.

BOARD ACTION: _____



PROPOSAL/SCOPE OF WORK
Highland Community College
Freeport, IL
GTG Quote #RC0312241R1

The Interlocal Purchasing System (T.I.P.S)
JOC Contract #230801 – Auditorium, Stadium, Field Seating, Bleachers, and
Installation Services

April 8, 2024

(4) 5 Row x 21', Non-Elevated Towable Bleachers Each Featuring:

- Model GS-0521ADC-A-TK, 58 total net seats
- No wheelchair spaces with companion seating included
- Aluminum angle frame understructure
- Bleacher is designed to be towable around facility using tow kit (two wheel set and tow bar) Two tow kits are included in the pricing
- 24" tread with 8" rise
- Nominal 2" x 10" anodized aluminum seats
- Semi-closed mill finish aluminum deck
- Anodized aluminum risers
- (1) aisle, 4' wide, equipped with 1.9" O.D. mid-aisle handrail and contrasting nosing
- 9 gauge galvanized 2" mesh chain link guard rail system
- One year warranty

Price for Materials Delivered and Installed: \$54,800

Preliminary Project Schedule:

Bleacher Fabrication: 10-12 weeks
Installation: 1-2 weeks (subject to installer availability)

Exclusions:

- Any taxes
- Any site work or grading
- Any demolition
- Relocation of existing utilities or underground unknowns
- All site fencing
- Removal of oxidation/staining from mill finish aluminum plank

Please send this proposal and the PO as one PDF to tipspo@tips-usa.com for processing and verification.

- All liquidated damages
- Bonding
- Permits or permit fees
- Engineer sealed drawings

Qualifications:

- Preliminary schedule is as estimated project timeline and is not a guarantee of completion. Schedule is contingent on the timely receipt of purchase order, signed approval drawings, color selections (if applicable), order backlog, governmental approval process (if applicable), and material/supply chain availability.
- Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.
- Economical mill finish tread planking has been quoted for all walking surfaces on this project. This mill finish planking may have water stains (dark black, brown, or white) present resulting from unavoidable condensation that occurs during packaging, transporting, and storage preceding installation. **Removal of these stains or board replacement upon completion of installation is not part of our proposal. A clear anodized finish may be purchased to eliminate potential stains if selected as an upgraded finish at additional cost of \$3,374.**
- Owner to provide access to through and around site for staging and equipment
- This scope of work will become part of the contract
- Progress payments shall be incorporated into the contract
- Prices are based on current market value of aluminum, steel, and freight prices. Any pricing beyond 30 days may be affected by these fluctuations.
- Project delays caused by outside agencies beyond 90 days of contract completion date will be cause for change order for material cost increases
- All quotes are quoted according to IBC/ICC 300 building codes
- We have based our proposal on the information provided in your e-mail. No written specifications or bid documents have been provided. Any change to our design or specifications may affect the final cost.

Pricing is valid for 30 days. If you have any questions or need further information, please call me.

Thank you,

Josh Herring
GT Grandstands, Inc.
 815-302-5496

Please send this proposal and the PO as one PDF to tipspo@tips-usa.com for processing and verification.

**AGENDA ITEM #XIII-D-2
APRIL 30, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**ACCEPTANCE OF PROPOSAL
VIRTUAL REALITY LAW ENFORCEMENT SIMULATION TRAINING SYSTEM**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees authorizes acceptance of the proposal in the amount of \$74,250 from Govred Technology for a virtual reality (VR) law enforcement simulation training system, Apex Officer, for the Highland Community College Criminal Justice Program. This project was approved as part of the 2023 bond issuance.

BACKGROUND: A work group comprised of College faculty and staff, as well as Campus Sheriff Sergeant Bob Sutter participated in a Request for Proposal process for this system. After obtaining proposals and meeting with vendors to view a demonstration and presentation, the team concluded that Govred Technology’s Apex Officer system best meets the needs of Highland’s Criminal Justice Program.

The 3D virtual environment simulator will better prepare students for the criminal justice field and contains de-escalation of force situations. Students will have wireless headsets with 360-degree fields of view, law enforcement tools, and “usage” tracking of these tools in fully immersive environments that really put the students into action. Students can perform a wide variety of law enforcement tasks in scenarios, such as traffic stops, mass incidents, domestic violence situations, persons in crisis, correctional setting situations, and so much more. The instructor can influence the scenarios, the environments, and tools students might utilize. The debriefing capabilities allow the instructor to review the students’ decision-making skills to ensure proper tactics are used from any angle. The fully immersion VR equipment heightens the student skill-building experience. This is cutting-edge technology and by far is the most enhanced hands-on and critical thinking equipment used to better prepare motivated students for this field.

Other universities and community colleges have this equipment in their criminal justice programs. This equipment may attract future students to Highland and potentially retain them. Local criminal justice agencies will be allowed to utilize this equipment in our collaborative environment, which also benefits our practitioners serving in our communities.

This project is funded by bond funds and is within the budget.

BOARD ACTION: _____

PROJECT COST

APEX OFFICER – PRO TRAINING SIMULATOR SUITE	
Description	
<p>Apex Officer® - Pro Training Simulator System Includes:</p> <ul style="list-style-type: none"> • Apex Officer® Content Library • High-Performance VR-Ready Workstation • Virtual Reality Head-Mounted Display • Virtual Training Accessories • Apex Wireless • Dynamic Scenario Generator • After Action Debriefing • Advanced Officer Analytics • Apex Reporting and Monitoring • Apex Officer Training with Setup 	
<p>Apex Officer Content Library Every Apex Officer training system includes 24/7 access to Apex Officer's proprietary content library. Apex Officer's content library of virtual reality police and law enforcement training scenarios is the most extensive in the industry. With our unique blend of randomization, artificial intelligence, and voice recognition Apex Officer provides police departments and law enforcement agencies with an infinite number of training opportunities and scenarios.</p>	Inc.
<p>High-Performance VR-Ready Wearable Workstation Every Apex Officer simulator comes equipped with the world's most powerful wearable backpack workstation – optimized for free-roam experiences. Experience full training immersion with unprecedented freedom of movement and the most reliable connectivity that no wireless VR device can provide.</p> <ul style="list-style-type: none"> • Intel Core i7 8 Core/16 Thread Processor • Nvidia RTX Graphics Card • 16GB DDR4 RAM • NVMe Solid State Storage • Windows 10 Pro 64-Bit Operating System • Hot-Swappable Batteries 	Inc.
<p>Virtual Reality Head Mounted Display (HMD) Apex Officer utilizes a state-of-the-art virtual reality head-mounted display to create the world's most realistic and immersive judgmental training simulator. With our HMD, we're capable of producing active engagements from a 360-degree environment surrounding the trainees. Our systems</p>	Inc.

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<p>utilize multi-directional audio technology and seamless software simulations that simulate different environments and situations that will challenge trainees.</p>	
<p>Virtual Training Accessories Apex Officer's proprietary virtual training accessories are designed to look, weigh, and feel just like their real-life counterpart. We worked hand and hand with multiple engineers in designing the firearms and training equipment used in our simulations.</p> <p>VR-Training Accessories Included:</p> <ul style="list-style-type: none"> • Apex-VTW-U1 (Universal Device) • Apex-VTW-G1 (Pistol) • Apex-VTW-T1 (Taser) • Apex-VTW-R1 (Rifle) <p>Every Apex Officer Virtual Training Weapon is equipped with:</p> <ul style="list-style-type: none"> • Up to 32 low power, ASIC sensors, for 360-degree coverage • Built-in 1000Hz IMU for low latency, high-resolution tracking • Bluetooth and wireless connectivity • Rechargeable battery 	<p>Inc.</p>
<p>Apex Wireless (AW) The Apex Wireless system is a proprietary combination of wireless networking systems working in harmony to deliver a fully immersive wireless virtual reality experience.</p> <ul style="list-style-type: none"> • 4x Wireless Base Stations • Bluetooth Transmitters and Receivers 	<p>Inc.</p>
<p>After Action Debriefing (AAD) Our After-Action Debriefing system provides real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the Apex Officer line of simulators.</p>	<p>Inc.</p>
<p>Advanced Officer Analytics (AOA) Apex Officer's Advanced Officer Analytics system allows law enforcement agencies to optimize their recent training activities and provides unprecedented learning opportunities for every officer using the simulator. With the AOA, police departments can track the training results and behaviors of each trainee that uses the simulator. With this data, the departments have an unprecedented insight into the strengths and weaknesses of each trainee, thus, allowing for follow-up training exercises.</p>	<p>Inc.</p>

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<p>Apex Reporting and Monitoring Audio and picture-in-picture color video capture trainee's actions in a scenario that can be used for immediate or later debriefing and review. All footage can be scheduled for permanent deletion at a specified time interval (i.e., 24 hours, 72 hours, etc.).</p>	<p>Inc.</p>
<p>Apex Officer Training with Setup Instructor/Operator Master course covering the Apex Officer system, hardware setup, software updates, troubleshooting, and more for up to six instructors.</p>	<p>Inc.</p>
<p>Software Information Software title: Apex Officer Software Version: 2024.1.2 Brief Product Description: Apex Officer Virtual Reality Training Simulator The combination of this Hardware and Software can only be purchased directly from GOVRED TECHNOLOGY, INC.</p>	

<p>Apex Officer - Pro Training Simulator:</p>	<p>\$49,500.00</p>
<p>Apex Officer X2 - Hardware Upgrade:</p>	<p>\$20,000.00</p>
<p>Total:</p>	<p>\$69,500.00</p>
<p>OPTIONAL UPGRADES</p>	
<p>Apex Officer Auxiliary Trainer Laptop:</p>	<p>\$4,750.00</p>

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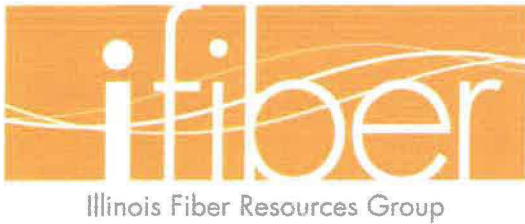
**AGENDA ITEM #XIII-D-3
APRIL 30, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

**MASTER SERVICES AGREEMENT WITH
ILLINOIS FIBER RESOURCES GROUP, NFP (IFIBER)
FOR DEDICATED INTERNET ACCESS**

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approves the attached master services agreement from Illinois Fiber Resources Group, NFP (“iFiber”) for dedicated internet access at a cost not to exceed \$4,100 per year for five years.

BACKGROUND: Highland’s internet access is currently supplied to campus by two physical connections: our primary physical connection is provided by iFiber and our secondary physical connection by Stratus Networks. This agreement is a renewal of iFiber services, which Highland has used for internet access since its installation in Northwest Illinois and has adequate capacity to meet Highland’s current and future bandwidth needs. This is a regular expense for the College and included in the annual budget.

BOARD ACTION: _____



MASTER SERVICES AGREEMENT

The Customer named below and Illinois Fiber Resources Group, NFP (“iFiber”) agree that the terms and conditions of this Master Services Agreement (“Agreement”) govern the provision of the Services specified herein. This Agreement shall be effective as of the Effective Date listed below.

Customer: Highland Community College

Effective Date: April 1, 2024

Services: Leased Lit Fiber and other services defined below

Term: Five (5) years

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

“Affiliate” means any entity that controls, is controlled by, is under common control with iFiber. The term “control,” including correlative meanings, such as “controlled by” or “controlling,” means the power or authority to direct or cause the direction of the management or policies of the controlled entity or person through at least fifty percent (50%) ownership of voting securities, board or managerial authority, by contract, or otherwise.

“Agreement” means this Master Services Agreement and any appendices, exhibits, addenda, or amendments hereto.

“AUP” shall have the meaning prescribed in Section 2.1.

“Authorized User” means any individual employee of Customer, any contractor or other vendor of Customer over which Customer exercises control, or any other person providing services on behalf of Customer at each Service Location. The term “Authorized User” may include an employee of Customer who accesses the Services via a remote connection to a Service Location, but shall not include any other person or entity which accesses the Services Location remotely, whether from a remote location or using any internal Customer network to reach the Service Location.

“Carrier Equipment” means any and all equipment, wiring, or devices provided by iFiber or its authorized contractors at the Service Location(s) that is/are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, internal cabling and/or wiring, whether or not installed by iFiber, shall not be considered Carrier Equipment.

“Claims” shall have the meaning prescribed in Section 8.1.

“Confidential Information” means this Agreement and all documents, data, information, maps, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties’ communications regarding such items, which are disclosed by one Party to the other Party in providing the Services specified herein. Notwithstanding the foregoing, the following information shall not constitute Confidential Information: (i) information that was in a Party’s possession prior to disclosure from the other Party; (ii) information that is or becomes a matter of public knowledge or record through no fault of the Party to whom the information was disclose; (iii) information that is rightfully received by a Party from a third party without a duty of confidentiality; (iv) information that is disclosed by the disclosing Party to a third party without a duty of confidentiality on the third party; and (v) information that can demonstrate that it was developed independently.

“CPI” means the Consumer Price Index – All Urban Consumers as reported by the U.S. Bureau of Labor Statistics.

“Credit” shall have the meaning prescribed in Section 11.1.

“Custom Installation” shall have the meaning prescribed in Section 2.8.

“Custom Installation Fee” shall have the meaning prescribed in Section 2.8.

“Customer-Provided Equipment” mean any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

“Effective Date” means the date upon which this Agreement becomes binding upon both parties, which date shall be the same as the date written above.

“**Indemnified Parties**” shall have the meaning prescribed in Section 8.1.

“**iFiber**” means Illinois Fiber Resources Group, a 501(c)(3) not for profit organization chartered in the State of Illinois.

“**Network**” shall have the meaning prescribed in Section 2.4.

“**Party**” means a reference to iFiber or the Customer, and in the plural, a reference to both.

“**Renewal Term**” shall have the meaning prescribed in Section 4.2.

“**Service**” means the service defined above, including but not limited to, data transport, call-center services, VoIP, IPTV and VM, NOC Monitoring Services, and/or broadband services including high speed data transport service that provides end-to-end transmission using Ethernet packet technology.

“**Service Commencement Date**” means the date(s) on which iFiber first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

“**Service Interruption**” means a break in transmission that renders the Service unusable for transmission and reception, or other material non-conformity with a Service Level.

“**Service Order**” means a request for iFiber to provide the Service(s) to Service Location(s) submitted by Customer and/or specified on Exhibit B.

“**Service Location(s)**” means the Customer location(s) where iFiber provides the Service(s). Each Service Location shall be set forth on a Service Order.

“**Service Term**” means the duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

“**Space**” shall have the meaning prescribed in Section 2.4.

“**Termination Charges**” means charges that may be imposed by iFiber if, prior to the end of the applicable Service Term (i) iFiber terminates Services for cause or (ii) Customer terminates Services without cause. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3, fifty percent (50%) of the remaining monthly fees that would have been payable by Customer under the Service Order if the Services described in the Service Order had been provided until the end of the Service Term. In the event the Agreement is terminated as herein described during the initial Service Term, Termination Charges shall also include one hundred percent (100%) of any amount paid by iFiber in connection with Custom Installation, as that term is defined in Section 2.9, for the Services provided by iFiber under the Service Order, provided however that the total Termination Charges shall decrease from one hundred percent (100%) to zero percent (0%) in ten percent (10%) annual increments during each of the first ten (10) years of the Term of this Agreement, after which the Termination Charges shall remain at zero.

2. DELIVERY AND USE OF SERVICES

CONFIDENTIAL INFORMATION

2.1 Scope of Services. iFiber shall provide the Service(s) to Customer subject to availability and operational limitations of Customer’s systems, facilities, or equipment. Customer and its Authorized Users shall have the right to use the Service(s) provided by iFiber at the relevant Service Location(s). Customer shall be responsible for its Authorized Users use of the Service(s), compliance with this Agreement, and compliance with iFiber’s Acceptable Use Policy (“AUP”), which is attached hereto as Exhibit A. Customer is responsible for ensuring that any Customer-Provided Equipment is fully operational and compatible with the Service(s). If Customer desires to secure its transmissions in connection with its use of the Service(s), Customer must provide, at its sole cost, encryption software or other transmission protection equipment or services.

2.2 Orders. Customer shall submit to iFiber a properly completed Service Order to initiate Service(s) to each Service Location. A Service Order shall become binding on the Parties when (i) it is specifically accepted by iFiber in writing, (ii) iFiber begins providing the Service(s) described in the Service Order or (iii) iFiber begins Custom Installation (as defined in Section 2.8) for delivery of the Service(s) described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.3 Service Levels. iFiber shall provide the following Service Levels:

(i) **Speed.** iFiber makes no representation regarding the speed of the Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of devices using a single connection, the size and frequency of data to be transmitted, the effectiveness or efficiency of Customer-Provided Equipment, network traffic, and other similar factors. Customers who purchase 100 Mbps Service(s) will be provided data transport services at speeds of up to 100 Mbps. Customers who purchase 1 Gbps Service(s) will be provided data transport services at speeds of up to 1 Gbps. iFiber shall use commercially reasonable efforts to provide and maintain data transport speeds as close to the specified Service(s) speed as reasonably possible.

(ii) **Availability.** iFiber guarantees a minimum Service Level for the IP transport network that will provide network availability and capability of forwarding IP packets 99.95% of the time, including local loop, as averaged over a calendar month, excluding maintenance windows and other exclusions as specified herein. This equates to not more than 21.6 minutes of downtime per month (based on a 30-day month).

(iii) **Latency.** iFiber guarantees a minimum Service Level for the IP transport network that will provide an average round trip packet transit time within the iFiber backbone network of 64 milliseconds or less, as measured over a calendar month, excluding maintenance windows and other exclusions as specified herein.

2.4 Access. Customer, at no cost to iFiber, shall secure and maintain all necessary rights of access to Service Location(s) for iFiber to install and provide the Services, unless iFiber has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Carrier Equipment used to provide the Services within the Service Location(s). iFiber and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from iFiber, Customer shall provide all required access to iFiber and its authorized personnel. During the term of the Service(s) provided under this Agreement, Customer grants iFiber the right, free of charge, to occupy portions of Customer's facilities and real property ("Space") for the placement and maintenance of Carrier Equipment (hereinafter defined) and interconnecting such Carrier Equipment to iFiber's proprietary transport network (the "Network") for the purpose of providing the Service(s).

2.5 Carrier Equipment. Carrier Equipment is and shall remain the property of iFiber regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time iFiber may remove or change Carrier Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Carrier Equipment or permit others to do so, and shall not use the Carrier Equipment for any purpose other than that authorized by the Agreement. iFiber shall maintain Carrier Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at iFiber's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Carrier Equipment. Customer is responsible for damage to, or loss of, Carrier Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of iFiber. Customer agrees not to take any action that would directly or indirectly impair iFiber's title to the Carrier Equipment, or expose iFiber to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following iFiber's discontinuance of the Services to the Service Location(s), iFiber retains the right to remove the Carrier Equipment including, but not limited to, that portion of the Carrier Equipment located within the Service Location(s). To the extent iFiber removes such Carrier Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.6 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services(s), iFiber shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the

Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2.7 Installation of Carrier Equipment. Installation of any Carrier Equipment to create interconnectivity with the Network shall be completed by authorized iFiber personnel, consistent with any Customer requirements and/or policies where installed in Customer Space. Where Customer installs any Customer-Provided Equipment necessary to create interconnectivity with the Network, Customer shall bear the sole responsibility and liability for such installation. iFiber may change, replace, or remove the Carrier Equipment, regardless of where located, so long as the basic technical parameters of the Services are not altered, and this Agreement constitutes Customer's consent to such change, replacement, or removal. iFiber has no obligation to install, maintain, or repair any Carrier-Provided Equipment. Customer is responsible for ensuring that its equipment does not interfere with the provision of or functionality of Services or Network.

2.8 Customer-Provided Equipment. iFiber shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside wiring and equipment and facilities on the Customer's side of the modem, router, switch and/or other Ethernet input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by iFiber's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment.

2.9 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering review by iFiber. The engineering review will determine whether the Network, fiber, cable, or other plant must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). iFiber will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

2.10 Authorized Use. The Service(s) and connections to the Network are for use by Customer and its Authorized Users to which Services are granted. Except as otherwise provided herein or under a separate agreement, connections to the Network may not be shared by any means, including wired or wireless networking or transmission. Customer and its Authorized Users agree not to operate hardware or software that iFiber deems harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, Carrier Equipment, or Service(s). Customer and its Authorized Users have an affirmative duty under this Agreement to monitor their use of the Network and the Carrier Equipment, and to ensure that any hardware, software, and/or data used or

transmitted over or across the Carrier Equipment and/or Network is free of malicious or harmful components, does not present a security risk or vulnerability, and/or does not negatively impact the performance of the Network or cause interference, congestion, or interruptions on the Network or Service(s). To the extent that iFiber believes that any Customer or Authorized User hardware, software, or data is harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, iFiber shall provide Customer with commercially reasonable notice of the same. Customer shall thereafter have fifteen (15) days to cure or discontinue use of the hardware, software, or data that is the subject of the notice, or to otherwise demonstrate that the harmful, hazardous, or interfering component is not present or caused as alleged by iFiber in its notice. In instances in which Customer or Authorized User hardware, software, or data presents an immediate threat to the continued operation of the Network, or Carrier Equipment, iFiber may require the Customer or Authorized User to immediately discontinue use of the harmful, hazardous, or interfering hardware, software, or data until such time as iFiber and the Customer, working collaboratively, can cure, or otherwise verify the absence of, any harmful, hazardous, or interfering component. All use by Customer and Authorized Users shall be consistent with, and in compliance with, the AUP.

3. CHARGES, BILLING, AND PAYMENT

3.1 Charges. Customer shall pay iFiber one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all undisputed charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s). These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Carrier Equipment, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Except as otherwise indicated herein or on the applicable Service Order(s), non-recurring charges for the Service(s) shall not increase during the initial Service Term.

3.2 Maintenance. Unless otherwise specified in a relevant Service Order, routine and emergency maintenance on the Network and/or to ensure the proper operation of the Service(s) are provided to Customer at no charge. For maintenance services at Customer's location, or for such other maintenance as may be required by Customer that is outside of iFiber's routine or emergency Network maintenance, Customer shall pay for applicable maintenance services at the then-applicable rates.

3.3 Annual Price Adjustments. All pricing specified in this Agreement, including Exhibit B, shall be fixed for the first twelve (12) months from the Service Commencement Date. Pricing and rates for Services under this Agreement shall thereafter be adjusted on an annual basis, taking into account iFiber's then-current pricing, changes in the CPI, standard industry pricing and rates, and such other factors as iFiber deems appropriate and as agreed upon by the Parties.

3.4 Payment. Except as otherwise indicated herein or on the Service Order(s), iFiber shall invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. Customer shall make payment to iFiber for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to iFiber within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a pro-rated charge for the Services, from the date of installation to the first day of the new billing. In certain cases, iFiber may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party, unless otherwise agreed. iFiber shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.5 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by iFiber. No acceptance of partial payment(s) by iFiber shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.6 Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. iFiber reserves the right to invoice Customer for any fees or payment obligations in connection with the Service(s) imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Service(s), including, without limitation, applicable franchise fees (if any), regardless of whether iFiber or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on iFiber or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that iFiber or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to iFiber for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to iFiber, all disputed amounts shall become immediately due and payable to iFiber.

3.9 Past-Due Amounts. Any undisputed payment not made when due will be subject to a late payment fee equal to the lesser of one and a half percent (1.5%) per month or a the maximum rate allowed by law on the unpaid invoice. If

Customer's account is delinquent, iFiber may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Carrier Equipment that Customer fails to return in accordance with the Agreement. If iFiber is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Carrier Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to iFiber under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

4. TERM

4.1 Agreement Term. This Agreement shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. If a Service Order does not specify a term of service, the Service Term shall be five (5) years from the Service Commencement Date.

4.2 Service Order Renewal. Upon the expiration of the Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of five (5) years each ("Renewal Term(s)"), unless prior notice of nonrenewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time thereafter, iFiber may modify the charges for the Service(s) subject to thirty (30) days prior notice to Customer. Customer shall have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

5. TERMINATION AND SUSPENSION

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Term upon sixty (60) days prior notice to iFiber, and subject to payment to iFiber of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all Carrier Equipment. Customer shall return all Carrier Equipment to iFiber, or otherwise permit iFiber to remove any Carrier Equipment, within sixty (60) days of termination.

5.2 Termination for Cause. The Parties may terminate this Agreement, or a Service Order, in whole or in part, in the following ways:

(i) **Nonpayment.** If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, iFiber may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. iFiber will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

(ii) **Breach.** If either Party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

(iii) **Insolvency.** A Service Order may be terminated by either Party immediately upon notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(iv) **Failure of Services.** If, after notice by Customer and a commercially reasonable opportunity to cure by iFiber, not to be less than thirty (30) days, iFiber fails to provide any Service(s) in accordance with the minimum Service Levels identified in Section 2.3, and said failure materially adversely affects Customer's ability to use the Service(s) effectively, Customer may terminate this Agreement or terminate the affected Service Order(s) without any obligation to pay the Termination Charges, provided however that Customer shall be liable for any past charges incurred that were due and owing prior to the failure or other event that gave rise to the termination for cause.

(v) **Rights and Remedies.** Termination by either Party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

5.3 Effect of Termination. Upon the expiration or termination of a Service Order for any reason: (i) iFiber may immediately disconnect the applicable Service; (ii) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if iFiber has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, iFiber may assess and collect from Customer applicable Termination Charges; and (iii) Customer shall return or permit iFiber access to retrieve from the applicable Service Locations any and all Carrier Equipment (however, if Customer fails to permit access, or if the retrieved Carrier Equipment has been damaged and/or destroyed other than by iFiber or its agents, normal wear and tear excepted, iFiber may invoice Customer for the full replacement cost of the relevant Carrier Equipment, or in the

event of minor damage to the retrieved Carrier Equipment, the cost of repair, which amounts shall be immediately due and payable).

5.4 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. iFiber may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects iFiber's ability to provide the Services herein.

6. MAINTENANCE

6.1 Generally. iFiber reserves the right to schedule regular (in advance with Customer) or emergency maintenance on the Network and/or Carrier Equipment. All routine maintenance and repair functions and emergency maintenance and repair functions, including "one-call" responses, cable locate services, and necessary relocation of the Carrier Equipment, shall be performed by iFiber or its designee for a period coterminous with the term of this Agreement.

6.2 Routine Maintenance. Routine Maintenance shall mean any maintenance at the iFiber hub to which Customer's circuit is connected, or maintenance to any Carrier Equipment located at a Service Location. Scheduled Maintenance shall be performed between the hours of 12:00 AM to 6:00 AM local time, unless otherwise required, and upon prior notice to Customer. Routine Maintenance includes (i) upgrades of Network and/or Carrier Equipment hardware and software; (ii) upgrades to capacity of the Network; (iii) correction network activity that may degrade the quality of service or cause service interruptions; and (iv) relocation of fiber required by road or utility construction projects. Additional maintenance may be performed from time to time at iFiber's reasonable discretion, or upon Customer's request with reasonable advance notice to iFiber. iFiber's general policy for scheduling maintenance is to provide Customer with advanced notice, and to perform and repair or maintenance services during non-working or off-peak hours, but circumstances may arise from time-to-time that requires Routine Maintenance to be performed during normal business hours.

6.3 Emergency Maintenance. iFiber shall use commercially reasonable efforts to respond to any failure, interruption or impairment in the operation of the Service(s) within a time frame as soon as commercially practicable after receiving a report of any such failure, interruption or impairment, but in any event not to exceed four (4) hours. Customer acknowledges that the foregoing does not confer any right to Customer to have any Emergency Maintenance request or report cured, fixed, resolved, or otherwise remedied within four (4) hours of the request being made. The time to resolve any Emergency Maintenance request or report will depend on the circumstances presented at the time the request or report is made, including but not limited to the severity of any failure, defect, interruption, or other non-conformity in the Network,

Carrier Equipment, or Service(s), the availability of iFiber's employees, agents, subcontractors, or other affiliates, the availability of necessary materials, access to and the location of any failure, Customer cooperation, weather, force majeure events, and other similar factors. iFiber shall use commercially reasonable efforts to provide Customer with notice of Emergency Maintenance before beginning any repairs or other work, but Customer acknowledges that there may be instances in which circumstances do not allow for Customer to receive notice in advance of Emergency Maintenance.

6.4 Service Levels. Routine Maintenance and any Emergency Maintenance that is required as a result of actions or omissions taken by a third party other than iFiber, shall be excluded from the calculation of Services Levels, and iFiber cannot be held liable for any losses sustained or allegedly sustained by Customer or its Authorized Users as a result of Routine Maintenance, or Emergency Maintenance not caused by iFiber.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

7.1 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT IFIBER OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF iFiber AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE CARRIER EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET, AND IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES PROVIDED HEREUNDER. If Customer is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of iFiber in operating the Services(s), Customer's sole and exclusive remedy is to terminate this Agreement in accordance with Section 5, above, and discontinue using the Service(s), or to seek a Service Credit pursuant to Section 11, below. REPAIR OR REPLACEMENT

FOR CARRIER EQUIPMENT IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR ANY GOODS RECEIVED BY CUSTOMER UNDER THIS AGREEMENT.

7.2 Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN SECTION 2.3, ABOVE, AND SECTION 11, BELOW, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICE(S), CARRIER EQUIPMENT, OR NETWORK. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, iFiber DOES NOT WARRANT THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE FREE OF HARMFUL COMPONENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. IN NO EVENT SHALL iFiber, OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

7.3 Third Parties. iFiber MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, CARRIER EQUIPMENT, OR NETWORK FOR USE BY THIRD PARTIES.

7.4 Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment. Such uses or activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from high risk activities. iFiber shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer Provided Equipment; inability to obtain access to the Service Locations; loss of use of poles or other utility facilities; strike;

labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

8. MUTUAL INDEMNIFICATION

8.1 Customer Indemnification. Customer shall indemnify, save, hold harmless, and defend iFiber and iFiber's Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorneys' fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct Customer is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) the breach or alleged breach of this Agreement by Customer; (iii) any negligent or tortious act or omission to act of Customer; or (iv) any claim that the data content delivered by Customer via the Services provided by iFiber under this Agreement constitutes an infringement of any Confidential Information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.

8.2 iFiber Indemnification. iFiber shall indemnify, save, hold harmless and defend Customer, as well as Customer's Indemnified Parties from and against any Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct iFiber is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) any negligent or tortious act or omission to act of iFiber; or (iii) any Claim that alleges the Services, Network, or Carrier Equipment provided hereunder infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or relates to: (a) Customer or its Authorized Users' data content, documents, or other information; (b) any modification(s) to the Services, Network, or Carrier Equipment by Customer or its Authorized Users, or other third parties employed by Customer, or the combination of the Services, Network, or Carrier Equipment with any services or products not supplied or provided by iFiber; (c) iFiber's adherence to Customer's or its Authorized Users' requirements; or (e) use of the Services, Network, or Carrier Equipment in violation of this Agreement.

9 CONFIDENTIAL INFORMATION; PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Remedies. Notwithstanding any other Section of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 9, including, but not limited to, injunctive relief.

9.3 iFiber Monitoring and Control of Network Traffic. iFiber has no obligation to monitor information or material on the Network or transmitted using the Service(s). Customer agrees that iFiber has the right to monitor the Network, Service(s), and Carrier Equipment electronically from time to time solely to disclose any information as necessary to satisfy the law, regulation or other governmental request, to operate the Network or Services properly, or to protect itself or its users from service interruption or other inappropriate uses. The purpose of this Section 9.3 is to authorize iFiber to monitor and review primarily technical information and other data transmitted on or over the Network to ensure that the Network operates properly and remains secure and free from harmful traffic. iFiber shall have the right, but not the obligation, to monitor, examine, control, limit, or otherwise review any and all data using, on, or traveling across the Network to ensure Network integrity, security, and efficient operation. In this regard, iFiber may examine, monitor, or control data packets and similar incomplete and/or encoded transport layer files, data streams, and transmissions for malicious, harmful, hazardous, or otherwise interfering components that may threaten or adversely affect the operation or security of the Network, Carrier Equipment, or Services. Customer shall be solely responsible for monitoring, controlling, reviewing, and examining the content of the data, documents, and information that it sends and receives using the Network, and for providing adequate encryption and other security measures to ensure the appropriate level of protection for such data, documents, and information.

10. PROHIBITED USE.

10.1 Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the Carrier Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person, whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Any and all use of the Network, Service(s), and Carrier Equipment by Customer shall be consistent with Section 2.9.

10.3 Violations. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, iFiber shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of iFiber, and then to notify Customer of the action that iFiber has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

11. SERVICE CREDITS

11.1 Credit Allowances. iFiber will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasigovernmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to iFiber, a trouble ticket is opened, and/or the Service is released to iFiber for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and/or iFiber has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. Credits will be as follows:

<u>Length of Service Interruption</u>	<u>Amount of Credit</u>
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	2/5 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	4/5 of a day
At least 15 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from iFiber within 30 days of the interruption.

11.2 Exceptions to Credit Allowances. A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through iFiber, including, without limitation, Customer's users, third-party network providers;

any power, equipment or services provided by third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Section 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any iFiber failure to meet the objectives of the Services.

12. INSURANCE

12.1 General Coverage. Each Party shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

12.2 Limits. The liability limits under the policies required by Section 12.1 shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

13 MISCELLANEOUS TERMS

13.1 Employee Conduct. iFiber acknowledges Customer's obligations to comply with certain laws and regulations as well as the need for iFiber's employees and subcontractors to comply with reasonable requests, standard rules, and regulations of Customer regarding personal and professional conduct generally applicable to such facilities. iFiber shall provide Customer with reasonable assistance in ensuring iFiber employees, subcontractors, and agents comply with (i) laws and regulations affecting Customer's facility and (ii) Customer's facility rules and regulations. iFiber shall maintain written agreements with all of its employees, subcontractors, and agents involved during the course of this Agreement in any project under this Agreement, obligating such employees, subcontractors, and agents upon terms and conditions no less restrictive than contained herein, not to use or disclose any confidential information, proprietary rights, or information learned or acquired during the course of such employment or engagement. iFiber shall not employ or contract for services on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote personnel reasonably skilled and experienced in the industry to perform any work required under this Agreement.

13.2 Governing Law; Jurisdiction. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. Venue of any action arising out of or related to this Agreement shall be proper in the Circuit Court of DeKalb County or the United States District Court for the Northern District of Illinois.

13.3 Entire Agreement. This Agreement and its Exhibits constitute the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not

expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of iFiber may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of iFiber who has not been specifically authorized to make such modifications shall be binding upon iFiber. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

13.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Customer may not assign this Agreement without the prior written consent of iFiber. iFiber may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent.

13.5 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused.

13.6 Import/Export Control. Customer, not iFiber, is responsible for complying with import and export control laws, conventions, and regulations for all equipment, software, or technical information Customer may move or transmit between countries using the Services, whether authorized or unauthorized.

13.7 Headings; Severability. Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

13.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

13.9 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

13.10 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or

termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

13.11 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

13.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This

Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

13.13 Remedies Not Exclusive. The remedies provided in this Agreement shall be in addition to all other remedies to which iFiber may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

13.14 Limitations. Any Customer claim or dispute arising out of this Agreement must be filed by Customer within two (2) years after the cause of action arises. Customer waves any statute of limitations to the contrary.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed and delivered as of the Effective Date written above.

iFiber

Highland Community College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
(Acceptable Use Policy)

1. Overview

This Acceptable Use Policy (the "Policy") is a guide to the acceptable use of iFiber network facilities and Services, as defined herein and in the Master Services Agreement. Any Customer organization or individual connected to iFiber's network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used. Each Customer organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy or an equivalent policy. In addition, each Customer is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this Policy govern all use of the Services, including any unsupervised anonymous network access offered by Customer. The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

- (1) Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
- (2) Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
- (3) Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
- (4) Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
- (5) The Services may not be used in ways that violate applicable laws or regulations.
- (6) The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to iFiber.
- (7) Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
- (8) Users are prohibited from sending unsolicited advertising, whether commercial or informational in nature to addresses that have not specifically requested such material.
- (9) Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.
- (10) Consistent with the Master Services Agreement, Customer may not use the Services to offer for sale, lease, resell, or offer any services for which Customer is reimbursed by the provisioning entity without an appropriate resell agreement approved by iFiber.

The intent of this Policy is to identify certain types of uses that are not appropriate, but this Policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, iFiber may at any time make a determination that a particular use is not appropriate. iFiber will not monitor or judge the content of information transmitted via the Services, but will investigate complaints or abusive data stream patterns of possible inappropriate use. In the course of investigating complaints, iFiber staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy.

2. Remedial Action

When iFiber learns of possible inappropriate use, iFiber staff will notify the Customer responsible, who must take immediate remedial action and inform iFiber of its action. iFiber will assist the Customer in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Customer implements remedial action promptly, iFiber will take no further action. If iFiber is unable to contact the Customer, or if the Customer is unable to implement remedial action, iFiber reserves the right to pursue remedial action independently. Wherever possible, iFiber will pursue remedial action with the least impact to the overall service for the Customer. Should the situation be considered an emergency, and iFiber deems it necessary to prevent further inappropriate activity, iFiber may temporarily disconnect a Customer. An emergency is defined as serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks. If temporary disconnection is deemed necessary by iFiber staff, every effort will be made to inform the Customer prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.

**EXHIBIT A, cont'd
(Acceptable Use Policy)**

IN WITNESS WHEREOF, the Parties hereto have caused this Acceptable Use Policy to be executed and delivered as of the Effective Date written on the first page of the Master Services Agreement.

iFiber

Highland Community College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT B
(Service Order Form)**

Organization: Highland Community College
Billed Entity Number: n/a
Form 470 Application Number: n/a

Provider Name: Illinois Fiber Resources Group, NFP (iFiber)
498 ID: 143035593
Service Term: 60 months
Service Start Date - End Date: 4/1/2024 - 3/31/2029

Supported Locations

<i>Location</i>	<i>Address</i>	<i>City</i>	<i>ZIP</i>
Highland Community College	2998 W Pearl City Rd	Freeport	61032

Services and Pricing (check desired services and initial after each box checked)

<input checked="" type="checkbox"/> <i>Initials</i>	<i>Location</i>	<i>Service</i>	<i>Bandwidth (transport only)</i>	<i>Yearly Cost</i>	<i>One-Time Costs</i>
<input type="checkbox"/>	Highland Community College	Leased Lit Fiber	1Gbps	\$4,800	n/a

Notes or Special Terms

Internet service must be purchased from an Internet service provider available on iFiber's network. iFiber provides transport service only.

Standard Network Equipment (Included in One-Time Costs)

1. Carrier Ethernet demarcation device(s)
2. SFP module(s)
3. Fiber optic patch cable(s), single-mode

User Requirements

1. Provide adequate space, cooling, and power
2. Provide all CAT6 patch cables
3. Provide a network interface into which iFiber connects
4. Allow timely access into supported locations

IN WITNESS WHEREOF, the Parties hereto have caused this Service Order Form to be executed and delivered as of the Effective Date written on the first page of the Master Services Agreement.

iFiber

Highland Community College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**AGENDA ITEM #XIII-D-4
APRIL 30, 2024
HIGHLAND COMMUNITY COLLEGE BOARD**

HEALTH INSURANCE RATES

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees establishes the following monthly rates for medical (final rate may be adjusted for rounding), dental, and vision insurance during FY25 under a fully-insured health plan as listed below.

Medical (Blue Cross Blue Shield PPO Plan):

Employee Only	\$ 897.63	Retiree Only	\$ 897.63
Family Plan	\$2,244.08	Retiree with Family Plan	\$2,244.08

Medical (Blue Cross Blue Shield HDHP Plan):

Employee Only	\$ 789.92	Retiree Only	\$ 789.92
Family Plan	\$1,974.79	Retiree with Family Plan	\$1,974.79

Medical (Blue Cross Blue Shield PPO Co-Pay Plan):

Employee Only	\$ 779.24	Retiree Only	\$ 779.24
Family Plan	\$1,948.07	Retiree with Family Plan	\$1,948.07

Dental (Blue Cross Blue Shield):

Employee Only	\$ 29.04	Retiree Only	\$ 29.04
Employee + Spouse	\$ 59.07	Retiree + Spouse	\$ 59.07
Employee + Child(ren)	\$ 60.99	Retiree + Child(ren)	\$ 60.99
Family Plan	\$ 108.90	Retiree with Family Plan	\$ 108.90

Vision (Blue Cross Blue Shield):

Employee Only	\$ 7.80	Retiree Only	\$ 7.80
Employee + Spouse	\$ 14.83	Retiree + Spouse	\$ 14.83
Employee + Child(ren)	\$ 15.61	Retiree + Child(ren)	\$ 15.61
Family	\$ 22.95	Retiree with Family	\$ 22.95

BACKGROUND: The goals of the College health plan are to provide participants protection from catastrophic financial loss, provide participants with choices in health care options, and help the College remain sustainable and competitive.

The College will continue to offer three medical plan options: Blue Cross Blue Shield PPO plan, Blue Cross Blue Shield HDHP, and Blue Cross Blue Shield PPO Co-Pay plan.

BOARD ACTION: _____

- The College will contribute \$500 to each employee's flexible spending plan if they opt for the co-pay plan and an additional \$100 based on a dollar for dollar match of the employee's contribution, capped at \$600.
- The College will contribute \$600 to each employee's Health Savings Account if they opt for the HDHP.
- Individuals who have been on a family plan option for the past 12 months will be offered the Family Advantage Plan. By taking coverage with a spouse's group coverage, the College will cover a portion of premiums and medical expenses.

The medical premiums for each plan initially increased from FY24 by 14.1% due to plan utilization and the increased cost of medical services and prescriptions. In keeping with the collective bargaining agreement, plan design changes were made to the traditional plan to reduce the premium increase from 14.1% to 1.8%. Dental premiums increased by 6%. Vision premiums remained the same.

The College will contribute 78% toward the cost of medical and dental premiums for current employees in FY24 and does not contribute toward the cost of retiree premiums. The voluntary vision plan premium is paid 100% by employees.

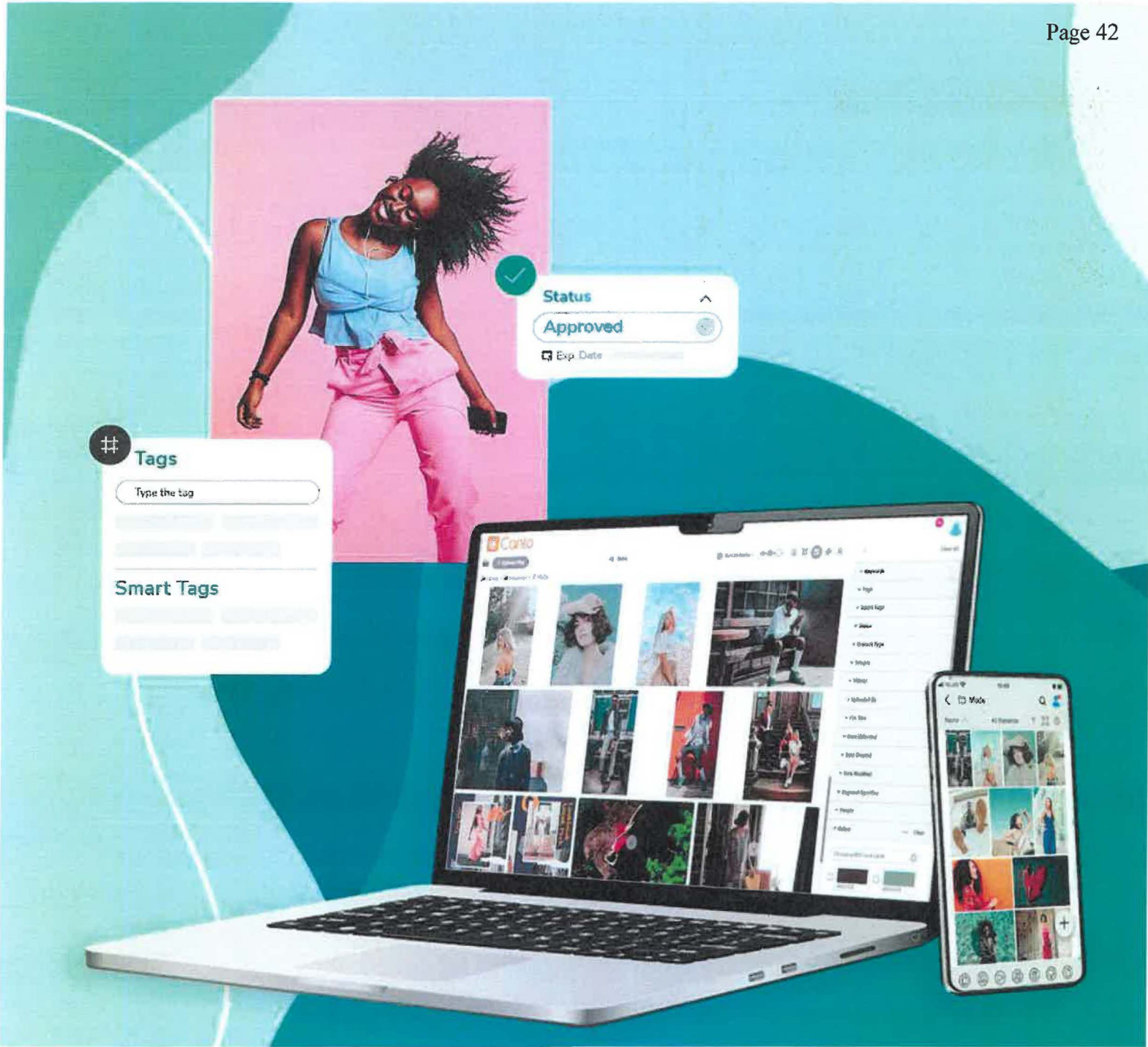
**AGENDA ITEM #XIII-D-5
APRIL 30, 2024
HIGHLAND COMMUNITY COLLEGE**

**SERVICE AGREEMENT WITH CANTO
FOR DIGITAL ASSET MANAGEMENT**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Board of Trustees approves the attached service agreement between Highland Community College and Canto for digital asset management at an annual cost of \$11,000 in year one, plus a one-time implementation through a 60-day onboarding cost of \$4,000, and an annual renewal cost of \$11,000 after the first year.

BACKGROUND: Highland Community College has been exploring a Digital Asset Management (DAM) solution since 2022. Now that the Marketing & Community Relations department is generating increased video assets, which will require increased storage space, this need has become more critical. Highland surveyed best practices at other colleges through the National Council for Marketing and Public Relations, the Illinois Community College Marketing Collaborative, and additional industry contacts at Northern Illinois University. This contract will benefit all of campus by providing an accessible library for a comprehensive brand guide, photography, and videography. Canto will also integrate with both Adobe InDesign and Canva, providing seamless access to imagery for employees using the College’s design templates. A multimedia library will provide greater ease of access to brand assets and imagery for campus users, external partners, vendors, and media.

BOARD ACTION: _____



Proposal for: Highland Community College
Proposal Date: 04-22-2024
Proposal Valid Through: 05-22-2024
Prepared By: Brooke Burgess

Canto Order Form

Platform

Canto Platform Features	Description	Quantity
Canto Platform	Centralize, organize & share your brand assets. See "Included & Unlimited features" for more.	Included
Power Users	Administrators, Contributors & Custom Power User seats	5 Seats
Storage	Your Canto account powered by AWS storage & image recognition	1 TB
Customer Success Manager	Dedicated account manager for ongoing training & support	Included
Net Subscription Fee		\$11,000

Implementation

Implementation	Description	Quantity
Implementation Package	Standard Package	60 Days
Total Implementation Fee		\$4,000

Total First Year Fees (Subscription + Implementation Fees)	\$15,000
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Total Contract Value	\$15,000
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Included & Unlimited Features	Description	Quantity
Users		
Consumers	Named users with search, preview, download, & share privileges	Unlimited
Guests	Public access to pre-approved content	Unlimited
Sharing		
Portals	Curate shareable on-brand content collections, customize branding & colors	Unlimited
Style Guides	Manage brand messaging, logo, colors, fonts, & imagery with style guides, private or public	Unlimited
Share links	Share individual or bulk files accessible on-demand 24/7 to global teams	Unlimited
Collaboration		
Upload links	Collect, approve, and upload files and metadata on-demand from third parties	Unlimited
Workspaces	Collaborate with internal and external teams on in-progress content and files	Unlimited
Asset Workflows	Create and manage linear workflows with tasks, dates, comments, & approvals	Unlimited
Advanced metadata		
Smart Tags	Detects objects in imagery using AI and adds tags	Unlimited
Facial recognition for images	Recognizes faces in images, enables search by face	Unlimited
OCR for PDF	Extracts text from PDF files and applies the text as metadata	Up to 1M PDF Pages
Text recognition for images	Recognizes text and applies the text as metadata	Up to 5,000 files
Integrations		
Adobe Connector Plugin	InDesign, Photoshop, Illustrator, Premiere Pro, After Effects, & Lightroom	Included with power users
CMS integration	Native integration with WordPress & Drupal	Included
Microsoft Office Connector	Teams, PowerPoint, Outlook, Word	Included
Cloud file storage	Google Drive, Dropbox, Box, SharePoint, OneDrive, Egnyte	Included

Zapier	No code integration between Canto and other apps	Included
Mailchimp	Add files to Mailchimp campaigns	Included
Social	Facebook, LinkedIn, Pinterest, Twitter, Vimeo, YouTube	Included
Chrome Extension	Drag & drop from Canto to your favorite apps	Included
Canva	Search Canto in Canva's side panel, add assets to your designs, and save back to Canto without leaving Canva	Included

Implementation Packages - What's Included?

Popular

Standard Package Overview

If you don't have in-house resources and want an upgraded experience with the support you need to leverage Canto within your organization, this is the package for you.

Services Offered	Standard
Kickoff Meeting	●
Admin Training	●
Customized Admin Training Sessions	●
Training Sessions	Up to 10
Account Review	●
Power User Training	●
Power User Training by Role	●
Purchased Integration Training	●
End User Training	●
Customized End User Training	●
Weekly Check-Ins	●
Metadata & Library Workshop	●
Asset Ingestion & Workflow Review	●
Asset Migration	270
File De-Duplication Assistance	●
Existing Metadata Migration	●
SSO Implementation	●
Bulk User Creation	●
User Access & Role Definition Planning	●
User Testing Guidance	●
User Roll-out & Launch Guidance	●
Account Configuration Review	●
Access to Implementation Manager 60-Days	●
Access to Implementation Manager 90-Days	●
Customized Onboarding Plan	●

Payment Terms	
Contract effective date	Upon signature
Payment frequency	Annual
Payment type	Invoice
Payments due	Net 30
Total contract years	1
Auto-renewal	Yes
<p>*Yes: The term of this Order (the "Initial Term") will automatically renew for additional periods of one year each (each, a "Renewal Term" unless one party notifies the other of its intent to terminate at least 30 days prior to the end of the Initial Term or any then current Renewal Term. The Initial Term and each Renewal Term are, collectively, the "Term".</p>	
<p>Additional notes:</p>	

Billing Contact Details	
Company Name:	Street:
Full Name:	City:
Phone:	State:
Email:	Country:
PO Number (if applicable):	Zip:
Tax Status:	

Your agreement with Canto includes this Order Form and the Canto Terms of Services (<https://www.canto.com/americas/>) which contains, among other things, warranty disclaimers, liability limitations, and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Written Acceptance

IN WITNESS WHEREOF, the parties hereto have caused this order form and the Canto Terms of Service to be executed by their duly authorized officers or representatives as of the Effective Date by signature below.

Highland Community College	
Signature	
Name	
Title	
Date	