

**I. General Information**

Account Name <b>City of Marco Island</b>	Issue Date <b>July 9, 2024</b>	Salesperson <b>Joseph Freda</b>
Account Telephone <b>(239) 389-5000</b>	FEIN#: <b>59-3479845</b>	Sale Type: <b>New Install</b>

**II. Customer Information**

Customer Contact <b>Jose Duran</b>	Address (Service Address for service to a single location. Primary Address for service to multiple locations.) <b>50 Bald Eagle Drive</b>
Telephone <b>239.389.5180</b>	
Cell <b>239-389-3988</b>	City, State, ZIP <b>Marco Island, Florida 34145</b>
Email <b>jduran@cityofmarcoisland.com</b>	

**III. Billing Information**

Legal Name <b>City of Marco Island</b>	Address (Billing) <b>50 Bald Eagle Drive</b>
Billing Account Number <b>BUS127659</b>	
Billing Contact <b>Accounts Payable</b>	City, State, ZIP (Billing) <b>Marco Island, Florida 34145</b>
Telephone <b>239-389-3988</b>	
Email <b>accountspayable@cityofmarcoisland.com</b>	

**IV. General Order Information**

Requested Due Date <b>November 30, 2024</b>	Term (months) <b>36</b>	Expedite <input type="checkbox"/>
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**V. Pricing Information**

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Dark Fiber (2 Strands)		New	1	\$500.00	\$0.00	\$500.00	\$0.00

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Dark Fiber (2 Strands)		New	1	\$500.00	\$0.00	\$500.00	\$0.00

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Dark Fiber (2 Strands)		New	1	\$500.00	\$0.00	\$500.00	\$0.00

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Dark Fiber (2 Strands)		New	1	\$500.00	\$0.00	\$500.00	\$0.00

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Dark Fiber (2 Strands)		New	1	\$500.00	\$0.00	\$500.00	\$0.00

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Dark Fiber (2 Strands)		New	1	\$500.00	\$0.00	\$500.00	\$0.00

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Dark Fiber (2 Strands)	5	New	1	\$500.00	\$0.00	\$500.00	\$0.00

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Dark Fiber (2 Strands)		New	1	\$500.00	\$0.00	\$500.00	\$0.00

- Term 36 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Apex Internet - 5 Gbps		New	1	\$1,800.00	\$0.00	\$1,800.00	\$0.00
IP Address Block /26		New	1	\$0.00	\$0.00	\$0.00	\$0.00

- Term 1 Months							
Product Description	Location Z	Service Type	Qty	Unit Price	Net MRR Change	Monthly Recurring	Non-Recurring
Installation Fee		New	1	\$65,000.00	\$0.00	\$0.00	\$65,000.00

<b>Totals</b>					\$0.00	\$5,800.00	\$65,000.00
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Customer Name (Print)

Authorized Signature

Title

Date

Summit Broadband Representative (Print)

Authorized Signature

Title

Date

## VI. Pricing Notes

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| A. | Installation/connection of conduit [REDACTED] shall be included with installation costs. Unless otherwise noted, all premises will be connected via optical fiber.  |
| B. | [REDACTED]  |
| C. | For services other than internet access, MRC does not include applicable taxes or surcharges.   |
| D. | No more than once a year, Summit Broadband shall have the right to increase the MRC for video carriage costs incurred by Summit Broadband.  |
| E. | Special Provisioning Instructions, Remarks, Engineering Notes and Description of Incidental/Expedite/Other Charges may be included and attach in Schedule A if Applicable.  |
| F. | Unless otherwise noted in the Service Order Form, Customer is responsible for owning and managing their own internet router and any internal cabling runs required for services to operate past the Summit Broadband demarcation point. |
| G. | All support and services will be managed and monitored 24x7x365.  |

## VII. Terms and Conditions

- Pricing is valid for thirty (30) days from issue date and is subject to Customer credit approval.
- Customer acknowledges and agrees that third party circuits and cross-connects are subject to change, and Customer agrees to accept any such charge or adjustment in charges solely on a pass-through basis.
- Any third-party provider terms and conditions involved with this Service Order Form are that of the third-party provider. Any information desired by Customer must be requested in writing.
- This Service Order Form is subject to the terms and conditions of the Master Services Agreement (as applicable, the "MSA") which can be found at <https://summit-broadband.com/terms-and-conditions/> and is subject to change.
- Upon expiration of the Term, this Service Order Form shall automatically renew on a year-to-year basis at then current rates until such time as Summit or Customer provides written notice no more than 30 days prior to the end of the then current term.
- If Customer is the Owner of real property at the Service Address indicated in Section II above (the "Property"), Customer hereby agrees to allow Summit Broadband to install, operate, and maintain certain facilities, cables and equipment at the Property. Customer shall provide Summit Broadband with access to the Property twenty-four (24) hours per day, seven (7) days per week and grant Summit Broadband a license to its common areas for ingress and egress to install, operate, maintain and/or repair its cables, equipment and facilities.

### Schedule A

#### SECTION V. Pricing Information (continued)

*Special Provisioning Instructions, Remarks, Sales Engineer's Notes and Description of Incidental / Expedite / Other Charges*

- Notes: Pricing above expires on August 23,2024. Summit Broadband reserves the right to amend this pricing after the aforementioned expiration date at their sole discretion.
- The second item is that the Service Order doesn't indicate any details related to the Installation fee and when that will be due. Is that payable after the work has been completed? It needs to be clearly spelled out.
- o The installation fee will not be due until services are installed and accepted by the City of Marco Island. We will be sure to note this in the Service Order.
- What does the installation fee include? This should also be spelled out.
- o Installation fees would cover the following costs. These will be noted in the Service Order:
    - Permitting
    - Fiber/Conduit construction/installation
    - Fiber Splicing

- Installation of network equipment.

➤ We would need a sample first month invoice to demonstrate what taxes or surcharges we will be responsible for. We should be able to quantify the cost of the service on an annual basis.

o I have attached a sample invoice for your review. You will not be charged any additional taxes or fees on your service. Your invoice amount will be the same as what is on the Service Order.

➤ In Section 11 of the Master Service Agreement relating to Insurance, the City does not agree to this paragraph. We are not waiving our right to subrogation. We carry coverage limits as dictated by City Council.

o We can amend such section to say, Customer is a city of the State of Florida, and its "self-insurance" limitations are provided by law. Customer is provided with comprehensive general liability insurance with limits of coverage of \_\_\_\_\_ per person and \$ \_\_\_\_\_ per occurrence pursuant to the terms and limitations of Section \_\_\_\_\_ Statutes.

o Additionally, we can accommodate your request with regards to subrogation.

➤ What type of priority would we be given?

o High Priority

➤ Do they have service techs on the island?

o We have a significant network presence on Marco Island, we always have technicians available to resolve service

issues.