

Nez Perce Tribe Department of Technology
Broadband Internet Provider Agreement

1. Lapwai School District ("Subscriber") wishes to obtain access to the Internet by way of the wireless services provided by the Nez Perce Tribes Department of Technology ("Provider"), as defined herein.
2. The Provider is prepared to provide the Subscriber with Internet access subject to the Subscriber's agreement to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements hereinafter expressed and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Access. The Provider agrees to provide the Subscriber with Internet access through Provider's fiber optic and/or radio frequency broadcasting network subject to the terms and conditions set forth in this Agreement. The services shall include:
 - a. Internet connection up to 75/20 Mbps at Lapwai High School
 - b. IP Addresses (CDIR /29)
 - c. Set Up to include Router, Modems & cabling
2. Term. The term of the Agreement will commence with its execution. The term shall be five (5) years.
3. Renewals. This Agreement shall renew for additional term(s) upon the renegotiation of terms and conditions which will occur within ninety (90) days of term, provided that neither party is in breach of a term of this Agreement, or has given written notice of intent not to renew within ninety (90) days of the expiration of the term.
4. Fees. The rate for up to 75 Mbps Internet connection is \$ 1,850.00 per month; the CDIR /29 IP Addresses at \$ 22.50 per month; and, a No-Recurring Cost fee \$ 1,711.00
5. Termination. Subscriber may terminate service with 30 days written notice of the effective disconnect date. Upon termination or expiration of this Agreement, Subscriber grants Provider authorization to retrieve Provider's equipment where installed. If Provider is unable to retrieve equipment within 30 days after Termination of Access, Subscriber will be invoiced the cost of the equipment and invoice is payable upon receipt. Provider may terminate this Agreement at the Provider's discretion, upon 30 days written notice to the Subscriber.
6. Limitation of Liability. Provider offers the services without warranties of any kind, either expressed or implied. Provider shall not be liable for any damages Subscriber or other parties may suffer from the use of services or the equipment, including, but not limited to, service interruptions and delays, loss of data, damage or destruction to property, or personal injury. Compensation for damages shall be limited to one month Internet service fee.
7. Acceptable Use Policy. Subscriber agrees to abide by Provider's further terms and conditions regarding acceptable use and prohibited conduct as set forth by Provider. Subscriber specifically agrees that it shall not allow or facilitate unauthorized connections to Provider's services, or unauthorized reselling or giving away of Provider's services. The Subscriber is responsible to review these terms from time to time, as they may be amended without notice.
8. Indemnity. Subscriber agrees to defend, indemnify and hold harmless Provider, its affiliates, directors, officers, employees or agents for all damages and claims that may arise from Subscriber's use or misuse of the services or from a breach of the terms of this Agreement.
9. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt, if delivered personally or, if sent by email transmission, upon confirmation of delivery.
10. Governing Law. This Agreement shall be construed in accordance with the laws of the Nez Perce Tribe. In the absence of such laws, the laws of the state of Idaho may be used as guidelines by the trier of fact. The forum for

any disputes under this Agreement shall be the Nez Perce Tribal Court. Nothing in this Agreement shall be construed as a waiver of the inherent sovereign immunity of the Nez Perce Tribe.

11. Force Majeure. Notwithstanding any other term or provision of this Agreement, neither party shall be in default under this Agreement or liable to the other for any act or failure due to or resulting from any strikes, riots, acts of God, shortages of labor or materials (not caused by the party seeking the benefit of this paragraph), war, governmental laws, regulations or restrictions or any other cause whatsoever beyond the reasonable control of such party.
12. Entire Agreement. This Agreement contains all of the agreements and understandings of the parties in respect of the subject matter hereof and supersedes all prior oral or written understandings or agreements between the parties. This Agreement shall not be modified or amended, except as set forth above.
13. Benefit of the Agreement. Subscriber may not assign its interest in this Agreement without the prior written consent of the Provider. This Agreement and the recitals hereto shall ensure to the benefit of and be binding on the parties hereto and their respective heirs, representatives, successors and assigns (as the case may be in accordance with the terms hereof).
14. Severability. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
15. Interpretations. Wherever necessary or appropriate in this Agreement, the plural shall be interpreted as singular, the masculine gender as feminine or neuter and vice versa; and when there are two or more persons bound by the Subscriber's covenants contained in this Agreement, their obligations shall be joint and several.
16. Technical Support. Provider supplies technical support to Subscriber for connectivity problems. All other problems will be referred to their respective product manufacturers. Provider may resell certain products to Subscriber however Provider does not provide any warranties or technical support relating to those products. Technical Support can be obtained directly from the respective manufacturer.
17. Service Calls. If Provider conducts a service call to Subscriber's premises and it's deemed that Provider or Provider's equipment caused the problem then the service call is free. If the problem cause is unrelated to Provider then Provider will charge a fee to Subscriber.
18. Billing: Subscriber agrees to keep the specified e-mail address open and checked regularly to ensure invoices are received and to pay promptly upon receipt. Failure to do so will NOT be an acceptable reason for non-payment. Subscriber will provide Provider with 10 days' notice if Subscriber closes or changes the email address.
19. Re-distribution: Subscriber will be provided a new network configuration. The management and administration of on-site local networks and system are the responsibility of Subscriber and must be protected to insure only on-site use. Re-distribution of service to other entities beyond Subscriber is strictly prohibited. In the case of re-distribution a warning in writing will be provided via email to Subscriber with an option to Subscriber to alter service plan to Middle Mile and its applicable rates. If Subscriber declines the Provider reserves the right to terminate service to Subscriber.

By signing below, Subscriber agrees to the terms and conditions contained in the Agreement.

Samuel M. Ojala
Subscriber

4-15-15
Date

daiken@lapwai.org
Email Address

404 S. Main St.
Physical Address

Lapwai
City

ID
State

83540
Zip Code

Mailing address if different from above: P.O. Box 247

Work #: 208-843-2622

Cell #: 208-790-1426

Fax #: 208-843-7746

**NEZ PERCE TRIBE
CONTRACT REVIEW AND RECOMMENDATION CHECKLIST**

All contracts in which the Nez Perce Tribe is a party must have this form attached and completed prior to presentation to the NPTEC Chairman for signature.

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Contract Subject Broadband Internet Contractor Name Lapwai School Dist.
 Project & Fund # Provider Agmt. Contractor EIN/SS No. _____

Program Presenting Contract: Info Systems
 Individual Responsible: Chris St. Germaine Phone Ext. 3632

Does contract require in-kind contribution or a tribal match? Yes _____ No _____ (if yes, how much? \$ _____)
 Are matching funds included in the approved budget for this fund? Yes _____ No _____ (if no, source _____)

_____ For contracted work involving federal funds, please initial this line indicating that you have determined that the contractor is not on the EPLS (Excluded Parties List System) by visiting www.SAM.gov.

Finance Department

Received by Finance _____ Reviewed By: _____
 Review Completed _____ Changes recommended? Yes _____ No _____
 Changes Recommended _____

Office of Legal Counsel

Received by OLC 3/21/14 Reviewed By: DC
 Review Completed 3/21/2014 Changes recommended? Yes No _____
 Changes Recommended _____

*Revise footer
Signature lines for NPTEC
Sec of Chairman*

resubm. 7 3/21/14

Changes Made: 3/21/14 By: C. St. Germaine
 Changes Reviewed: 3/21/14 By: DC

Subcommittee

Presented to Subcommittee _____
 Approved w/no changes _____ Changes Recommended _____
 Changes Made: _____ By: _____

Nez Perce Tribal Executive Committee

Presented to NPTEC _____ NPTEC Action _____
 Approved w/no changes _____ Changes Recommended _____
 Changes Made: _____ By: _____

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NOW THEREFORE, in consideration of the mutual agreements hereinafter expressed and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Access. The Provider agrees to provide the Subscriber with Internet access through Provider’s fiber optic and/or radio frequency broadcasting network subject to the terms and conditions set forth in this Agreement. The services shall include:
 - a. Internet connection at 20 Mbps
 - b. IP Addresses (CDIR /29)
2. Term. The term of the Agreement will commence with its execution. The term shall five (5) years.
3. Renewals. This Agreement shall renew for additional term(s) upon the renegotiation of terms and conditions which will occur within ninety (90) days of term, provided that neither party is in breach of a term of this Agreement, or has given written notice of intent not to renew within ninety (90) days of the expiration of the term.
4. Fees. The rate for the 20 Mbps Internet connection is \$ 1,000.00 per month; and, the associated with the CDIR /29 IP Addresses are \$ 22.50 per month. The fees will be billed annually.
5. Termination. Subscriber may terminate service with 30 days written notice of the effective disconnect date. Upon termination or expiration of this Agreement, Subscriber grants Provider authorization to retrieve Providers equipment where installed. If Provider is unable to retrieve equipment within 30 days after Termination of Access, Subscriber will be invoiced the cost of the equipment and invoice is payable upon receipt. Provider may terminate this Agreement at the Provider's discretion, upon 30 days written notice to the Subscriber.
6. Limitation of Liability. Provider offers the services without warranties of any kind, either expressed or implied. Provider shall not be liable for any damages Subscriber or other parties may suffer from the use of services or the equipment, including, but not limited to, service interruptions and delays, loss of data, damage or destruction to property, or personal injury. Compensation for damages shall be limited to one month Internet service fee.
7. Acceptable Use Policy. Subscriber agrees to abide by Provider's further terms and conditions regarding acceptable use and prohibited conduct as set forth by Provider. Subscriber specifically agrees that it shall not allow or facilitate unauthorized connections to Provider's services, or unauthorized reselling or giving away of Provider's services. The Subscriber is responsible to review these terms from time to time, as they may be amended without notice.
8. Indemnity. Subscriber agrees to defend, indemnify and hold harmless Provider, its affiliates, directors, officers, employees or agents for all damages and claims that may arise from Subscriber's use or misuse of the services or from a breach of the terms of this Agreement.
9. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt, if delivered personally or, if sent by email transmission, upon confirmation of delivery.
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