

## Mark Nadel

**From:** Ben Sniecinski <ben@erateadvantage.com>  
**Sent:** Tuesday, January 09, 2018 10:15 AM  
**To:** Mark Nadel  
**Subject:** Re: HALAN appeal re FRN 1699137199  
**Attachments:** contract PLW-08240 [7-1-16 to 6-30-19].pdf

CC Docket 02-6

Mark,

Attached please find the contract. Please let me know if you have any additional questions or if you need any additional information.

Thanks

Ben

ACCEPTED/FILED

JAN - 4 2018

Federal Communications Commission  
Office of the Secretary

~~Accepted / Filed~~  
JAN 04 2018  
Federal Communications Commission  
Office of the Secretary

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Ben Sniecinski  
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**From:** Mark Nadel <Mark.Nadel@fcc.gov>  
**Date:** Monday, January 8, 2018 at 5:11 PM  
**To:** Ben Sniecinski <ben@erateadvantage.com>  
**Subject:** HALAN appeal re FRN 1699137199

Ben  
Could you please send me a copy of the contract you uploaded to EPC concerning this FRN.  
Thank you,  
Mark

Number of Copies rec'd \_\_\_\_\_  
UM ABODE

**INTERNET SERVICE AGREEMENT**  
**HOUSTON AREA LIBRARY AUTOMATED NETWORK**  
(Special Campaign Pricing 20160131A)

This Internet Service Agreement for the Houston Area Library Automated Network ("HALAN"), (this "Agreement") entered into this \_\_\_\_ day of May 2016, by and between City of Houston, (the "City"), a Texas home-rule city and Phonoscope Light Wave, Inc. ("Light Wave" or "Contractor") with offices located at 5959 Corporate Drive, Ste. 3300, Houston TX 77036; applies to the purchase of Internet service for HALAN, hereinafter referred to as ("Services") as awarded under 470.160002569 dated January 4, 2016 as follows:

**A. Service Type**

The City requests, and Light Wave shall provide, 900Mbps of high speed, Internet access over a wide area Ethernet.

**B. Service Termination Site**

Service will be provisioned at 500 McKinney, Houston TX 77002.

**C. Term and Commencement Date**

Service shall commence July 1, 2016 for a term of three (3) years ending June 30, 2019 ("Initial Term"). Term shall mean a term commencing on the Commencement Date and continuing for Thirty Six (36) full calendar months. The term shall be complete on the last day of the Thirty-Sixty (36<sup>th</sup>) month.

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Contract will be automatically renewed for one-year terms on the same terms and conditions. If the City chooses not to renew this Agreement, the City shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.

**D. Equipment and Services**

Light Wave will provide turnkey installation of the service. HALAN's connections will terminate in the assigned Light Wave demarcation point. All HALAN-connected equipment should support the appropriate Ethernet signaling and port speed for the contracted service.

**E. IP Address Ownership**

At no additional cost, Light Wave shall assign IP addresses to HALAN, limited only by HALAN's fulfilling ARIN justification requirements. In addition, Light Wave shall provide Domain Name System(s) ("DNS(s)") at no additional cost to HALAN. Light Wave shall own all IP numbers and addresses that may be assigned to HALAN, and reserves the right to change or remove any and all such IP numbers and addresses, provided that any such change or removal shall not materially interfere with the Services or result in any additional charges to HALAN.

**F. HALAN's Billing Address**

HALAN  
500 McKinney  
Houston TX 77002  
Billing contact: Accounts Payable

**G. Light Wave's Remittance Address**

Phonoscope Light Wave, Inc.  
5959 Corporate Drive – Ste. 3300  
Houston TX 77036  
USAC Spin Number: 143035542

**H. The Recurring Monthly Fees and Payment Terms**

The monthly recurring cost for services ("Costs") shall be Three Thousand Three Hundred Fifty and no/100 Dollars (\$3,350.00) during the term of this Agreement, plus any applicable regulatory fees and/or taxes. Light Wave shall submit FCC Form 474 – Service Provider Invoice (SPI) to USAC for the discounted monthly recurring cost and invoice HALAN for the non-discounted portion of the monthly recurring cost, which amount may be adjusted based on the Library's annually confirmed eligible discount (i.e., SPI: discount amount of 90% would be approximately \$3,015 per month; HALAN: non-discount amount of 10% would be approximately \$335.00 HALAN per month "Form 474 Rate"). In no event shall such total Costs during the term of this Agreement exceed \$50,000.00.

**I. Billing and Payment**

Light Wave shall invoice HALAN at the Form 474 Rate for Services on a monthly basis. Billing will commence when the connection to HALAN's site is complete and IP packets can be passed. Unless HALAN disputes the invoice, HALAN will pay a late payment charge equal to 1.5% (or the highest amount permitted by law, whichever is lower) per month or portion thereof on the outstanding balance unpaid for more than thirty (30) days after HALAN receives the invoice ("Due Date"), and Light Wave shall also have the right to suspend or terminate Services if an account is unpaid for more than thirty (30) days following the date the original invoice was due. Any payment obligation(s) of HALAN under this Agreement shall be subject to Chapter 2251 of the Texas Government Code.