

1. AGREEMENT PURPOSE

This document defines the scope, objectives, and overall approach for the proposed TECHNICAL SERVICES AGREEMENT (the agreement) between UW VIDEO and Seattle Colleges Cable Television (SCCTV) for engineering support of SCCTV systems, maintenance of broadcast and IT infrastructure and co-location services.

2. AGREEMENT EFFECTIVE DATES

The effective dates of this agreement shall be **July 1st, 2016 – June 30th, 2017.**

3. AGREEMENT SUMMARY

SCCTV acknowledges that it will contract with UW VIDEO for certain co-location services for its operations as follows:

A. ENGAGEMENT; SERVICES

- i. **Engagement.** SCCTV retains UW VIDEO to provide, and UW VIDEO shall provide, the services described in the scope of work attached as Exhibit A (the "Services"). Generally, these Services involve UW VIDEO using its facilities, engineering staff, equipment, tools and expertise to provide colocation of SCCTV equipment and systems. From time to time SCCTV may also call upon UW VIDEO to provide engineering support. This support will be on a case by case basis and there is no agreement for specific levels of support – it is on call only.
- ii. **Services.** Without limiting the scope of the Services described in Exhibit A, UW VIDEO shall:
 - (i) perform the Services set forth in Exhibit A in a complete, and professional manner in accordance with prevailing industry standards and in compliance with applicable laws, rules or regulations
 - (ii) regularly communicate with SCCTV about the Services
 - (iii) not make any change in the Services as described in Exhibit A nor perform any additional services without definite written approval from SCCTV which shall include an advance, written agreement as to fees and expenses
 - (iv) take all reasonable measures to secure the site at which SCCTV equipment is located in order to prevent damage, theft, and/or loss

4. SCCTV OBLIGATIONS

Notwithstanding the foregoing, SCCTV acknowledges, understands and agrees that UW VIDEO's obligations described above are explicitly conditioned upon the following:

UW Video & SCCTV Technical Services Agreement 2016-2017

- A. SCCTV will ensure that UW VIDEO's personnel or representatives are provided access to the equipment, including system log-ins and access, as might be from time to time required to carry out its obligations hereunder; and a safe and secure workplace while performing services on SCCTV premises.

5. COMPENSATION, FEES AND PAYMENTS

- A. **Hourly Rates.** UW VIDEO's hourly rate for engineering services is calculated annually and is reflected as an hourly rate for each member of our staff. The rate shown for the current period is shown in Exhibit A.
- B. **Billing.** Charges are calculated to the quarter hour plus any materials that are used. For scheduled service such as a weekly maintenance check travel time is not calculated against the hourly rate. For on-call and emergency services travel time is calculated against the hourly rate. Billing for all services will occur monthly unless otherwise agreed to in writing.
- C. **Rates for Services.** Specific services such as after-hours support and co-location have specific rates associated with them. Please refer to Exhibit A for the specific rates/costs for the services requested.
- D. **Late Payments.** After written notice in accordance with this Agreement, SCCTV shall be liable for a late payment charge of one percent (1%) per month, or the highest amount permitted by law if lower, from the date of invoice on all delinquent payments hereunder. In the event SCCTV defaults on its payment obligations hereunder, SCCTV shall be liable to UW VIDEO for all reasonable costs and expenses, including reasonable attorney's fees, incurred in the collection of any balance owed, if UW VIDEO is the prevailing party.

6. STATUS

- A. Both party's employees, agents and subcontractors ("personnel") shall not be considered employees or agents of the other party. Neither party shall have responsibility for the salary or benefits of the other party's personnel. Neither party nor its personnel shall have, nor represent themselves as having, any authority to approve or accept any proposal on behalf of the other party, or make any promise, representation, contract or other commitment binding upon the other party.

7. TERM AND TERMINATION

- A. **Term.** This Agreement will become effective upon the date noted in Section 2 "AGREEMENT EFFECTIVE DATES" and shall continue MONTHLY unless and until either party terminates the Agreement upon at least THIRTY (30) days prior written notice.

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- B. **Renewal/Changes.** The two parties may renew this agreement under similar terms of engagement by adjusting the scope of services, rates and service levels noted in EXHIBIT A. Changes to the scope of the agreement may similarly be made after the initial three months and noted in EXHIBIT A.

- of receipt of written notice of the breach; or
- ii. if such breach would necessitate a longer period of time for cure, the breaching party begins cure within the thirty (30) day notice period and with all due diligence completes the cure in a reasonable amount of time

8. INDEMNIFICATION; LIMITATION OF LIABILITY

- A. SCCTV shall indemnify, defend and hold harmless UW Video for any third-party claim for damage to property or injury to persons to the extent resulting from UW VIDEO's negligent or intentionally wrongful act or omission while performing Services on SCCTV premises.
- B. SCCTV shall indemnify, defend and hold harmless UW VIDEO, its affiliates and their directors, officers and employees for any third-party claim for damage to property or injury to persons (including death) to the extent resulting from University's negligent acts or omissions, or infringement of proprietary rights (including, without limitation, programming that violates a copyright, trademark, or music rights of another party). For the avoidance of doubt, UW VIDEO shall have absolutely no liability for any claim relating to the broadcast, telecast or webcast of any SCCTV programming and SCCTV is solely responsible for the content of such programming, including, without limitation, any content or music licenses necessary to air such content.
- C. Neither party will be liable to the other for any indirect, incidental, consequential, special, or punitive damages, whether foreseeable or not, arising out of this Agreement regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties, or otherwise, and even if the party has been advised of the possibility of those damages.

9. FORCE MAJEURE

- A. Neither party shall be liable for delay in performance or failure to perform any of their obligations (other than payment), if the delay or failure results directly or indirectly from any (i) government directive, order or regulation; (ii) equipment failure or breakdown so long as such equipment has been properly maintained and operated; (iii) failure or delay of transportation; (iv) suspension or cancellation of any required license; (v) insurrection; riots, national emergencies; war; acts of public enemies, strikes or other labor difficulties; (vi) fires, floods, earthquakes, lightning or other extreme weather conditions; or (vii) any other similar catastrophes or acts of God. The party affected shall give the other party prompt notice of any such Force Majeure event.

10. MISCELLANEOUS

- A. Neither party may assign any of its rights under this Agreement or delegate performance of the Services hereunder, except with the prior written consent of the other party.
- B. This Agreement constitutes the final and exclusive agreement between the parties about the subject matter hereof. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement. No amendment to this Agreement will be effective unless it is in writing and signed by the authorized representatives of both parties.
- C. The laws of the state of Washington govern this Agreement (without giving effect to its conflicts of law principles).
- D. All notices hereunder must be in writing and delivered personally or by United States Post Office delivery.

If to SCCTV:

Seattle Colleges Cable Television
Attn: John Sharify
9600 College Way North
Seattle WA 98103

If to UW VIDEO:

UW VIDEO
Attn: John Haslam
17 Kane Hall, Box 353090
Seattle, WA 98195

IN WITNESS WHEREOF, each party is signing this Agreement on the date stated next to their signatures and acknowledges, affirms, and agrees to be bound by the terms and conditions contained herein.

UNIVERSITY OF WASHINGTON

BY:  _____

6.16.17

John Haslam,
UW Video Associate Vice President and
General Manager

Seattle Colleges Cable Television

BY:  _____

John Sharify, Authorized Signatory

EXHIBIT A: SERVICES (July 2016)

Co-Location Services

UW Video will provide SCCTV with Co-Location services for its backup servers and broadcast transmission equipment. Some of this equipment is owned by SCCTV and some is owned by Comcast but used by SCCTV.

- **Facility:** A UW Video managed data center is provided with security controlled access in, a stable, cooled environment.
- **Power:** Managed UW provided power supply, UPS backup with up to 30 minutes of backup power.
- **Network:** 1 gigabit per second (1Gbs or GigE) uplinks is provided
- **Monitoring and Support:** Network, power, and environment are monitored and supported 24x7. Maintenance checks are performed regularly and to industry standards
- **SCCTV will** insure the equipment (if desired). UW does not insure customer property and equipment for loss or damage due to theft, fire, flood, power spike, etc..

General Engineering Maintenance & Support

SCCTV may call upon UW Video Engineering from time to time for maintenance and support needs. Maintenance and support may include maintenance checks, preventative maintenance, repairs and associated documentation to be conducted during normal business hours (Mon-Fri 8am to 5pm excluding state holidays).

- The billed rate for Engineering service and support will be \$92.32/hour for the term of this agreement. Time is billed to the quarter hour
- Special projects may be requested, bid and billed on a time & materials basis.

Monthly Cost Summary

Co-location Services	<u>\$ 700.00/month</u>
Monthly Total	\$ 700.00/month

ACKNOWLEDGED AND AGREED, as of the date first written above.

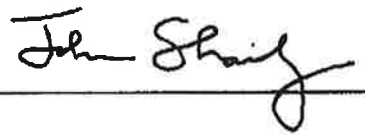
UW VIDEO

By: 
Name: John Hartz

Title: AVP / General Mgr

Date: 9-28-16

SCCTV

By: 
Name: JOHN SHARKEY

Title: SCCTV GENERAL MANAGER

Date: SEPT 28, 2016