



SERVICE ORDER FORM
Schedule ID 20076540
June 24, 2025

City Of Sunnyside
Jafet Silva
818 E. Edison Ave.
Sunnyside, WA 98944

This is **Schedule ID 20076540** by and between City Of Sunnyside ("Customer") and ZiPLY Fiber Pacific, LLC; on behalf of itself and its affiliates ("ZiPLY Fiber"). Customer orders and ZiPLY Fiber agrees to provide the Services and Equipment identified in the Schedule below. This Schedule incorporates the ZiPLY Fiber Services Agreement referenced below, as well as any ZiPLY Fiber policy, terms and conditions, or tariffs referenced in the text below.

Type/Purpose: New

Term Length: 12 Months

Monthly Recurring Charges (MRC):

Description	Term	Qty	Price	Total	Loc A	Loc Z
Business Fiber Internet - 1 Gig (12 Mo)	12	1	\$ 150.00	\$ 150.00	818 E EDISON AVE; SUNNYSIDE, WA 98944	
Fiber Internet Static IP	1	1	\$ 20.00	\$ 20.00	818 E EDISON AVE; SUNNYSIDE, WA 98944	
Total Monthly Recurring Charges:				\$ 170.00		

Terms and Conditions. Customer shall comply and shall cause all Service users to comply with terms and conditions as per the ZiPLY Fiber Services Agreement ("ZFSAs"), which ZiPLY Fiber may modify at any time. The current T&C's are available for review at the following address, subject to change: <https://ziplyfiber.com/zfsa>. Customer is responsible for maintaining awareness of the current ZFSAs and adhering to the ZFSAs as it may be amended from time to time.

Prior to, during and after the installation of requested services, Customer may choose to request that ZiPLY Fiber augment the original Service Order to provide additional services or remove services from the Service Order. Depending on the scope of the requested changes, verbal requests from the Customer will be acceptable in which case ZiPLY Fiber shall notify Customer of its acceptance of the requested changes via email. In some instances ZiPLY Fiber may require additional written authorization. All applicable charges resulting from changes requested by the Customer, whether written or verbal are the responsibility of the Customer and shall be deemed to be part of the Service Order and subject to its Terms and Conditions.

Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with ZiPLY Fiber's Acceptable Use Policy ("AUP"), which ZiPLY Fiber may modify at any time. The current AUP is available for review at the following address, subject to change: https://ziplyfiber.com/policies/commercial_aup. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of ZiPLY Fiber Internet Service, notwithstanding any notice requirement provisions of the ZFSAs. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted and/or allowed by Customer may result in suspension of Customer's accounts or Internet access by ZiPLY Fiber. Customer will defend and indemnify ZiPLY Fiber and its affiliates with respect to claims arising from Customer's or third parties' usage of ZiPLY Fiber Internet access through Customer's hardware or software.

Privacy Policy. The Privacy policy for Business Services is available for review at: <https://ziplyfiber.com/corporate/privacy-policy>.

Cancellation and Early Termination Charges. This paragraph supersedes any references to Section 11. Cancellation and Early Termination Charges of the existing online ZFSAs. Following installation, Customer may terminate a Service or leased Equipment listed on this schedule without incurring any further penalties by providing at least thirty (30) days prior written notice to ZiPLY Fiber. All unpaid balances for utilized services are due upon termination. Upon completion of the initial twelve (12) month term the services set forth herein will automatically renew for an additional twelve (12) months. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Dispute Resolution. All disputes arising in connection with this ZFSAs shall first be resolved through good faith negotiation pursuant to the language at: <https://ziplyfiber.com/zfsa>.

This Schedule is not effective, and pricing, dates and terms are subject to change until signed by both parties and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the ZFSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

This Schedule must be signed by July 24, 2025 unless otherwise agreed to in writing.

Zipty Fiber

Signature:

Printed Name:

Title:

Date:

City Of Sunnyside

Signature:



Printed Name:

Jim L. Bridges

Title:

Interim City Manager

Date:

June 26, 2025

CITY CONTRACT NO: A-2025-76
RESOLUTION NO: X
COUNCIL MTG: X