

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "AGREEMENT") is made and entered into effective the 13th day of November, 2019 between the City of Spokane ("CITY"), a Washington municipal corporation, and Northwest Open Access Network ("NOANET"), a quasi-municipal corporation of the State of Washington, to permit the City and NOANET to cooperate in an effort to enhance the availability of the City's broadband access services to the Spokane community (herein referred to as the "Spokane Internet Exchange"). The CITY and NOANET are sometimes referred to in this Agreement as the "PARTIES".

### RECITALS

WHEREAS, The Washington Interlocal Cooperation Act Chapter 39.34 RCW permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers, thereby providing services and facilities in a manner that accords best with geographic, economic, population, and other factors influencing the needs and development of local communities, and allows public agencies to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the PARTIES recognize and find that this Interlocal Agreement will permit the PARTIES to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities; and

WHEREAS, the PARTIES recognize the need to provide for the Spokane Internet Exchange to improve the communications capability of the PARTIES and to provide for improved access to broadband data transmission and enhance community economic development in the CITY; and

WHEREAS, the CITY is responsible for various local governmental-related functions, including, among others, information technology, telecommunications, public services, utilities and public administration and cooperation with other agencies regarding the same; and

WHEREAS, the CITY wishes to obtain additional services from NOANET for CITY operations, including, without limitation, broadband network design and related activities; and

WHEREAS, NOANET wishes to utilize CITY facilities and services to provide the CITY and other public agencies with the services it wishes to obtain from NOANET and for other purposes permitted by law, and NOANET is willing to provide the desired services and to operate and maintain certain CITY facilities in consideration for and in cooperation with services and access to CITY infrastructure as set forth in Exhibit A and any future Exhibits to this Agreement.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**AGREEMENT**

1. PURPOSE AND SCOPE

The purpose and scope of this Agreement is to establish an operating relationship between the City and NOANET for providing fiber optic facilities and services and to specify the terms and conditions under which the CITY and NOANET will undertake the Spokane Internet Exchange. The locations, equipment, and other details are further described in Exhibit A to this Agreement and any subsequent Exhibits thereafter.

2. CITY OBLIGATIONS

The City will serve as the Network Owner and facilitator of the Spokane Internet Exchange. This will include but is not limited to the equipment, land, and facilities necessary to support the Infrastructure to the Spokane Internet Exchange. The city will further participate in a three-person management team to support the mission and product development of the Spokane Internet Exchange.

3. NOANET OBLIGATIONS

NOANET agrees to operate and maintain the Facilities and Services as set forth in the Exhibits for the compensation set forth in the Exhibits to this Agreement. NOANET agrees to maintain necessary facilities, warranties, and repairs for all services provided to the Spokane Internet Exchange. NoaNet will further participate in a three-person management team to support the mission and product development of the Spokane Internet Exchange.

4. PROPERTY OWNERSHIP AND DISPOSITION

The PARTIES shall retain their respective ownership of all of their properties. This Agreement does not contemplate joint ownership of property and, therefore, does not contain provisions regarding disposition of property owned by either Party.

5. COMPENSATION

As compensation for the services provided pursuant to paragraph 2 and 3, the CITY and NOANET agree that the respective Scope of Work to be performed by each Party as set forth in Exhibit A is of approximately equivalent value.

6. TERM

6.1 The initial term of the Agreement shall be through December 31, 2024. Either Party shall have the option to renew this aspect of the Agreement for an additional twelve (12)

months following the initial term by giving written notice of its election to do so. Such notification shall be in writing and delivered to the other Party at least sixty (60) days prior to the expiration of the initial term. This agreement shall automatically renew if not terminated otherwise.

## 7. TERMINATION DUE TO CHANGE IN FACILITIES OR FUNDING

If the facilities or funds upon which either Party relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such facilities or funding, either Party may terminate this Agreement by providing at least thirty (30) calendar days written notice to the other Party. The termination shall be effective on the date specified in the notice of termination.

Either party may terminate this Agreement by providing sixty (60) calendar days written notice to the other Party. If either Party fails to comply with the terms and conditions of this Agreement, the other Party may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.

## 8. AUTHORIZATION AND LIMITATIONS ON USE

8.1 Noninterference/Hazardous Materials. Except as expressly authorized by applicable laws or this Agreement, each Party covenants and agrees:

8.2 It shall not interfere in any manner with the other Party's operations, communications equipment, or other facilities, including easements and rights-of-way.

8.3 It shall not do or permit anything to be done in, on or about the CITY Facilities, the other's property or premises, if any, nor bring or keep or permit to be brought or kept therein, any hazardous materials.

8.4 Compliance with Laws. Each Party shall comply with all applicable laws and regulations in the exercise and performance of its rights and obligations under this Agreement.

## 9. FIBER OPTIC EQUIPMENT AND FACILITIES

9.1 No Representations or Warranties. EACH PARTY MAKES NO REPRESENTATIONS, WARRANTIES, COVENANTS OR ASSURANCES: (1) WITH RESPECT TO THE DESIGN, CONSTRUCTION, DURABILITY, SUITABILITY OR RELIABILITY OF THE EQUIPMENT OR FACILITIES, OR ANY PART THEREOF, WHETHER EXPRESS OR IMPLIED, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (2) WITH RESPECT TO THE NATURE OR ACCURACY OF THE DESCRIPTION, LOCATION OR MEASUREMENT OF THE EQUIPMENT OR FACILITIES, OR ANY PART THEREOF; (4) WITH RESPECT TO INTERRUPTION OR CONTINUATION OF THE FACILITIES AND/OR OTHER

## SERVICES.

9.2 Unauthorized Access/Breach. Except as provided in this Agreement, each Party is prohibited from accessing, directly or indirectly, the other Party's equipment or facilities, or any part thereof. Any unauthorized access by either Party of the other Party's equipment or facilities, or any part thereof, shall constitute a material breach of this Agreement and a default by the unauthorized Party under Section 16.1 of this Agreement.

9.3 Approval of Design and Interconnection Specifications. Each Party shall provide, as reasonably requested, information relating to the proposed design and/or installation specifications prior to modifying or making any connection to CITY Facilities or associated equipment or facilities.

9.4 Installation. Both Parties shall mutually agree to a work schedule during which the interconnections for the fiber optic equipment or facilities can be made. Each Party shall timely complete all such work within the agreed upon schedule.

9.5 Cooperation and Coordination. Each Party shall cooperate with the other concerning the timing, method or placement of its construction, installation and testing activities.

## 10. ALTERATIONS, MAINTENANCE AND REPAIRS

10.1 Scheduling. Except as set forth in Section 7.2, each Party, at its sole cost and expense, may schedule and perform or cause to be performed alterations, maintenance and repairs on its own fiber optic equipment or facilities, or any part thereof, at the times and in the manner as may be established by the respective owner. The Party scheduling work shall provide two weeks' prior written notice to other Party identifying the time, location, and nature of each scheduled alteration or maintenance and repair job for performance thereof which reasonably presents a substantial risk of damage to the other Party's property or creates a substantial likelihood of an interruption of fiber optic equipment or facilities. If fiber optic equipment or facilities include redundant fiber pathways, work will be scheduled to include no more than one pathway at any given time.

10.2 Notices. Each Party shall furnish on a continuing basis the current name, title, telephone number, and personal communications device number (including facsimile transmission number, cellular telephone number and paging device number), if any, of any representative who shall be kept informed of maintenance schedules. Currently, the designated points of contact are as follows:

CITY

Name: Theresa Pellham  
Title: Senior IT Infrastructure Manager  
Telephone Number: (509) 625-6948  
Cell Number: (509) 496-3151  
Email: tpellman@spokanecity.org

NOANET

Primary Point of Contact: Chris Walker, Telecommunications Director  
Network Operations Center: (866) 662-6380  
Email: support@noanet.net

11. FORCE MAJEURE

11.1 As used in this Agreement, the term "Force Majeure" means acts of God (including but not limited to, earthquakes, fires, floods, windstorms, landslides, and ice storms); strikes, lockouts, or other labor disputes; acts of public enemy; acts of vandalism, wars, terrorism, riots, and insurrection; epidemics; civil disturbances; explosions; train derailments; breakdown or failure of machinery or facilities (excluding the cable and cable accessories); accidents to machinery or equipment (excluding the cable and cable accessories), and delay in delivery of equipment, to the extent such occurrences are beyond the reasonable control of the Parties; and any other event, cause, or condition beyond the Party's reasonable control, which, by the exercise of reasonable diligence, prevents the Party claiming Force Majeure from performing its obligations under this Agreement.

11.2 If either Party is unable to carry out its obligations under this agreement as a result of an event, cause, or condition of Force Majeure, the Party claiming Force Majeure shall give notice and full particulars of such Force Majeure in writing to the other Party within five (5) calendar days of the beginning of the occurrence of the Force Majeure event, cause, or condition. Any obligations that such Party is unable to perform due to an event, cause, or condition of Force Majeure shall be suspended during the continuance of such event of Force Majeure. The Party claiming Force Majeure shall use reasonable efforts to remedy and minimize the effects of such event of Force Majeure with all reasonable dispatch.

11.3 Neither Party shall be liable, or be considered to be in material breach or default, under this Agreement on account of any delay in or failure of performance due to Force Majeure unless specifically stated in this Agreement.

11.4 If Force Majeure prevents restoration within one (1) year from the event of such Force Majeure, then either Party shall have the option to terminate this Agreement.

12. INDEMNITY

12.1 Indemnity, Hold Harmless and Duty to Defend. Subject to the limitation of liability provisions set forth in Section 17, each Party shall, at its sole expense, indemnify, defend, save, and hold harmless the other Party, its officers, agents, members, and employees from all actual or potential claims or losses, including costs and attorneys' fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever to the extent caused by any negligent or willful act of or omission of the indemnifying Party or its subcontractors, excluding damages caused by the negligence of the indemnified Party, its officers, agents, or employees.

This indemnification includes, without limitation, any liability for injury to the person or property of either Party, its agents, officers, employees or invitees. Both Parties specifically waive any immunity provided by Title 51 RCW, Washington's Industrial Insurance Act. The provisions of this section shall survive the expiration or termination of this Agreement.

THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

### 13. WARRANTIES

13.1 AS IS, NO WARRANTY. BOTH PARTIES ACKNOWLEDGE THEY ARE FAMILIAR WITH THE FIBER OPTIC FACILITIES AND EQUIPMENT AND HAVE INVESTIGATED SAME. THEY ACKNOWLEDGE AND AGREE THAT THEY ARE RELYING SOLELY ON THEIR INSPECTION AND INVESTIGATION OF THE FIBER OPTIC FACILITIES AND EQUIPMENT, AND ACCEPT THE FIBER OPTIC FACILITIES AND EQUIPMENT "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY EITHER PARTY OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF EITHER PARTY WITH RESPECT TO THE PHYSICAL CONDITION OF THE FIBER OPTIC FACILITIES AND EQUIPMENT. EACH PARTY SHALL HAVE DETERMINED PRIOR TO ENTRY INTO THIS AGREEMENT, THAT THE FIBER OPTIC FACILITIES AND EQUIPMENT CAN BE USED FOR THE INTENDED PURPOSES. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT NEITHER PARTY, NOR ANY EMPLOYEE, AGENT OR REPRESENTATIVE, HAS MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITABILITY FOR COMMERCIAL PURPOSES, MERCHANTABILITY, POTENTIAL USE OF THE FIBER OPTIC FACILITIES AND EQUIPMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INTERRUPTABILITY OF THE FIBER OPTIC SERVICES, ALL OF WHICH WARRANTIES EACH PARTY HEREBY EXPRESSLY DISCLAIMS.

### 14. ASSIGNMENT

This Agreement cannot be assigned, transferred utilized or any portion subcontracted by CITY, hereto without the prior written consent of NOANET, which shall not unreasonably be withheld.

15. WAIVER

The consent by the CITY or NOANET to any act by the other shall not be deemed to imply consent or to constitute the waiver of a breach of any provision hereof or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the Parties in the administration of any part of the provisions hereof be construed to waive or lessen the right of a Party to insist upon the performance by the other Party in strict accordance with the provisions hereof.

16. DEFAULT AND REMEDIES FOR DEFAULT

16.1 Breach. This Agreement may be terminated upon the occurrence of a material breach of this Agreement and a default under this Agreement. If the Party in breach fails to cure the breach within thirty (30) days or such longer period of time as is provided below, after receipt of notice thereof from the non-breaching Party, or, when the cure reasonably requires more than thirty (30) days, the breaching Party fails to commence the cure within such thirty (30) days and thereafter diligently and continuously prosecute such cure to completion, such action or inaction shall constitute a material breach and default under this Agreement.

16.2 Remedies Not Exclusive. Subject to Section 16.1. In the event of a material breach and default under this Agreement, termination is not the exclusive remedy. Any and all other remedies available of law or equity are expressly preserved.

17. Limitation of Liability. The Parties shall not be liable for any consequential, incidental, indirect, liquidated, or special damages or lost revenue or lost profits arising out of this agreement or the performance or nonperformance of any provision of this agreement.

18. NOTICE

Except as may otherwise be provided herein, any notices, except service of process and notice of emergency which may be given personally, telephonically, by e-mail or facsimile, shall be effective if personally served upon the other Party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

City, 808 W. Spokane Falls Blvd., Spokane, WA 99201

NoaNet, 7195 Wagner Way Suite 104, Gig Harbor, WA 98335

Notices mailed shall be deemed given on the date of mailing. The Parties shall notify each other in writing of any change of address.

19. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, it shall be resolved as follows: Each Party shall appoint a member to a disputes board. These two members shall then select a third member not affiliated with the CITY or NOANET. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process is a prerequisite to filing of any litigation concerning the dispute. The Parties shall share equally in the cost of the third disputes board member.

## 20. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. The parties consent to the personal jurisdiction of the courts of the State of Washington so that any litigation concerning or arising out of this Agreement shall be brought in Washington. The venue of any such legal action shall be King County Superior Court of the State of Washington.

## 22. MUTUAL NEGOTIATION AND CONSTRUCTION

22.1 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

22.2 Headings. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

## 23. ENTIRE AGREEMENT; AMENDMENTS

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

## 23. SEVERABILITY

Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

## 24. NO THIRD PARTY RIGHTS

This Agreement shall not be construed to create rights in or grant remedies to any third Party as a beneficiary of this Agreement.



25. TAXES

Each Party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions.

26. COMPLIANCE WITH LAWS

Each Party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

27. RELATIONSHIP OF THE PARTIES

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the PARTIES, or to impose any partnership obligations or liability upon either Party. No agent, employee or representative of CITY shall be deemed to be an agent, employee, or representative of NOANET for any purpose. No agent, employee or representative for NOANET shall be deemed to be an agent, employee or representative of CITY for any purpose.

28. CONFIDENTIALITY

If the receiving Party receives a request from a third party for materials provided by the other Party that are marked as Confidential, the receiving Party shall promptly notify the disclosing Party in writing of such request, and if the receiving Party in good faith believes it is obligated to disclose the requested Confidential Information, the disclosing Party shall be given the opportunity to seek judicial or other protection of such Confidential Information within 48 hours of notice to the Party.

29. SURVIVABILITY

All provisions of this Agreement regarding indemnification, representations, warranties, confidentiality, and any other provisions that by their nature are intended to survive termination of this Agreement shall survive after its termination or expiration.

30. AUTHORIZATION

Each Party hereby represents and warrants to the other that it is duly authorized to enter into and carry out the terms of this Agreement.

31. COUNTERPARTS

This Agreement may be executed in counterparts, which together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

City of Spokane

Northwest Open Access Network

By: DocuSigned by:  
Eric Finch 11/18/2019  
Eric Finch  
CITO, City of Spokane

By: DocuSigned by:  
Dave Spencer 11/18/2019  
Dave Spencer  
Chief Executive Officer, NoaNet

Attest:

Approved as to form:

DocuSigned by:  
Jeri Pister  
City Clerk

DocuSigned by:  
Pat Dalton  
Assistant City Attorney



## Exhibit A: Scope of Work

Spokane Internet Exchange  
Minimal Viable Product (Phase 1)  
422 W Riverside Ave, Spokane, Suite 510

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Overview: This Statement of Work (SOW) describes the services and infrastructure to be provided by either party for the purposes of developing the Spokane Internet Exchange. The Spokane Internet Exchange will be physical location(s) through which internet infrastructure companies, telecommunications companies, and other service providers have equipment space and bandwidth available for the purpose of establishing broadband interconnections. This scope of work covers the minimal viable product solution consisting of a bandwidth aggregation connection in the NoaNet Point of Presence on Riverside Avenue Spokane.

### City of Spokane

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The City will serve as the Network Owner for the Spokane Internet Exchange, this will include but is not limited to the equipment, land, and facilities necessary to support the Infrastructure to the Spokane Internet Exchange. The City of Spokane will manage the overall functionality, marketing, and any other business relevant aspects to support the development of the Spokane Internet Exchange. Exhibit B outlines the services and compensation necessary to support this Phase of the project and will serve as the Exhibit to add services to support the Spokane Internet Exchange during the term of this agreement and any future renewals.

### NoaNet

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NoaNet will serve as the Network Operator for the Spokane Internet Exchange, this network coordinated service will encompass the following activities;

#### *Network and Infrastructure Engineering*

Engineering network architecture and design to build the Internet Exchange to include the following components.

- Network Detailed Design
- Security Design
- Design Review and Verification
- Facility and Support Systems Engineering

### *Network Management*

Engineering and Oversight of the health and utilization of the route infrastructure, peering points and routing policies, as well as the following:

- Network Health Check
- Security Assessment and Risk Mitigation
- Routing Policy Optimization
- Class of Service/QoS Design
- BGP Peering Analysis
- MPLS Implementations

### *Operations Support*

Network Operations support to provide operations, design and planning assistance; Network trouble-shooting and operations support to include:

- Network and configuration analysis
- Manage and track trouble tickets, RMAs and bug reports
- Network design, planning and implementation
- Network optimization and enhancement analysis
- Technical evaluation for interoperability

### *Network Operations Center Support*

A 24x7x 365 fully staff emergency response center, management platform to include:

- Event Monitoring and Management
- Incident Management
- Problem Management
- Change Management
- Performance Management
- On-Demand NOC Support
- Provisioning Support
- Technical evaluation for interoperability

## Exhibit A: Scope of Work

### Spokane Internet Exchange West Plains PDA (Phase 2)

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Overview: This Statement of Work (SOW) describes the services and infrastructure to be provided by either party for the purposes of developing the Spokane Internet Exchange. The Spokane Internet Exchange will be physical location(s) through which internet infrastructure companies, telecommunications companies, and other service providers have equipment space and bandwidth available for the purpose of establishing broadband interconnections. This scope of work covers the second phase both parties agree to work towards and develop to support the mission of the Spokane Internet Exchange at the West Plains PDA or subsequent preferred location

### City of Spokane

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The City will serve as the Network Owner for the Spokane Internet Exchange, this will include but is not limited to the equipment, land, and facilities necessary to support the Infrastructure to the Spokane Internet Exchange.

#### *Equipment*

The network, fiber optic cables, conduits, and associated apparatus will be procured by the city and delivered to an agreed upon location of both parties. The ownership and long term asset warranty, repair and replacement requirements will be the responsibility of the owner.

#### *Land*

The Spokane Internet Exchange location(s) will be located in facilities acquired from the city, from any form advantageous to the city, to include but limited to owned, purchased, or leased facilities.

#### *Facilities*

Provide for the Spokane Internet Exchange will be provided for by the city, including buildings, power, power support systems, environmental, and any other appropriate infrastructure necessary to maintain adequate facilities for the equipment and personnel who use them.

## NoaNet

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NoaNet will serve as the Network Operator for the Spokane Internet Exchange, this network coordinated service will encompass the following activities;

### *Network and Infrastructure Engineering*

Engineering network architecture and design to build the Internet Exchange to include the following components.

- Network Detailed Design
- Security Design
- Design Review and Verification
- Facility and Support Systems Engineering

### *Network Management*

Engineering and Oversight of the health and utilization of the route infrastructure, peering points and routing policies, as well as the following:

- Network Health Check
- Security Assessment and Risk Mitigation
- Routing Policy Optimization
- Class of Service/QoS Design
- BGP Peering Analysis
- MPLS Implementations

### *Operations Support*

Network Operations support to provide operations, design and planning assistance; Network trouble-shooting and operations support to include:

- Network and configuration analysis
- Manage and track trouble tickets, RMAs and bug reports
- Network design, planning and implementation
- Network optimization and enhancement analysis
- Technical evaluation for interoperability

### *Network Operations Center Support*

A 24x7x 365 fully staff emergency response center, management platform to include:

- Event Monitoring and Management
- Incident Management
- Problem Management
- Change Management
- Performance Management
- On-Demand NOC Support
- Provisioning Support
- Technical evaluation for interoperability

## Exhibit B: Service Order Summary

### Spokane Internet Exchange

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#### Price Sheet

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*Non-Recurring Charges:*

Installation and Circuit Provisioning:	\$500.00
Customer Premise Equipment:	\$350.00 for 1G services \$2,000.00 for 10G services

*Monthly Recurring Services:*

Internet Access 1 Gbps:	\$600.00
Internet Access 2 Gbps:	\$1,080.00
Internet Access 5 Gbps:	\$2,550.00
Internet Access 10 Gbps:	\$4,050.00

Ethernet Transport 1Gbps:	\$850.00
10G Wan-PHY or similar:	\$1,850.00

Term: 36 months unless otherwise specified in the individual service order

Special Terms and Conditions: Service is considered accepted and billing will commence upon Service Order Acceptance provided to Agency by NoaNet. Late payments are subject to 1.5% late fee. In the event of early termination, Agency shall not be entitled to reimbursement of fees already paid to NoaNet, and shall pay NoaNet within sixty (60) calendar days one hundred (100) percent of the monthly recurring fees remaining to complete the term of the Service Order