

WIRELESS INTERNET SERVICE AGREEMENT

This Wireless Internet Service Agreement ("Agreement") is made and entered into as of _____ by and between: _____ ("Subscriber") and the City of Williston, Florida doing business as C.O.W. Link ("Provider").

WITNESSETH:

1. **Intent.** It is the intent of this Agreement that Provider will provide Wireless Internet Access Service ("Internet") to Subscriber. "Internet" shall consist of services and access to data communications equipment that provides "Full Access" to the global computer network known as the Internet via a wireless transmissions signal. "Full Access" is defined as connection via a wireless signal sent to Subscriber.

2. **Service Address.** Subscriber's access will be facilitated via a wireless transmissions signal. This signal shall be sent to Subscriber's equipment located on Subscriber's premises, which has a street address of:

3. **Full Access Rates.**

	Monthly	or		Annually
	10 x 5 Mbps* – \$20.00			10 x 5 Mbps* – \$240.00
	25 x 25 Mbps* – \$35.00			25 x 25 Mbps* – \$420.00

- a. **Security Deposit.** A security deposit in the amount of \$100.00 is required for all of Subscriber's base equipment. Security deposits are refundable in the event Subscriber returns equipment to Provider within five (5) days of discontinuance of service.
 - b. ***MBPS.** Subscriber acknowledges that Subscriber's access is subject to certain factors including but not limited to routine maintenance, use of Internet by other subscribers, weather conditions, acts of God and other unforeseen circumstances. Further, access may be limited by conditions affecting the Internet at locations not owned by Provider.
4. **Optional Managed Router.** Subscriber may, for an additional fee as outlined below, obtain from Provider a manager router for the term of this Agreement.

a. **Optional Manager Router Rates.**

	Monthly	or		Annually
	HAP Mini – \$5.00			HAP Mini – \$60.00
	HAP IIac – \$10.00			HAP IIac - \$120.00

WIRELESS INTERNET SERVICE AGREEMENT

- b. **Security Deposits.** Security deposits for managed routers outlined below are refundable in the event Subscriber returns equipment to Provider within five (5) days of discontinuance of service.
 - i. **HAP Mini.** \$40.00
 - ii. **HAP II.** \$80.00
 - c. **Description of Routers.**
 - i. **HAP Mini.** This managed router provides two (2) ethernet ports, and a 2.4 Ghz Wifi connection.
 - ii. **HAP II.** This managed router provides four (4) ethernet ports, 2.4 Ghz and 5 Ghz Wifi connection.
5. **Tax.** Subscriber acknowledges that appropriate state, county and city telecommunications taxes will also be applied to Subscriber's obligation.
6. **Term of Agreement.** The term of this Agreement shall commence on the date of the final required signature on this Agreement and shall remain in full force and effect until termination or cancellation of this Agreement.
7. **Cancellation.** If Subscriber chooses to discontinue the services provided for in this Agreement, Subscriber must give notice to Provider and Provider will cease service within 24 hours of such notice. Any and all equipment or hardware owned by Provider must be returned to Provider within 10 (ten) calendar days of the service end date. Upon satisfactory return of such hardware, any Subscriber deposits held by Provider, shall be refunded to Subscriber within thirty (30) days. Provider retains the right to keep the deposits with no further action if aforementioned hardware is not received within this time frame. Subscriber must schedule a service call for removal of any Provider-issued equipment; this service call will be completed by Provider at no cost to Subscriber. Provider may, at its discretion, choose to leave any equipment installed outdoors if the property owner of the Service Address agrees.
8. **Prohibited Purposes.** Internet may only be used for lawful purposes. Transmission of any material in violation of any U.S., State, or Local regulation is prohibited. This includes, but is not limited to: copyrighted material, materially legally judged to be threatening or obscene, or material protected by trade secret.
9. **Internet Security.** Internet security is the sole responsibility of each Subscriber. to protect their computer(s), data and network accessibility (such as file sharing). Provider strongly recommends the use of firewalls as a protective tool for Subscriber. Firewalls protect the "always on" connection offered to Subscriber. As opposed to connections such as Dial-Up which automatically assign an IP each time a user accesses the Internet, an "always on" connection assigns an IP to a user, which makes it easier for an attacker to find a particular user. Firewalls (software or hardware) protect users' computers by reading incoming data. Software firewalls run off the operating system (some available for free) and allow users to give authorization to requests being made from outside sources. Hardware firewalls are independent

WIRELESS INTERNET SERVICE AGREEMENT

of a users' computer operating systems and resources, are able to connect to more than one computer at a time, and are generally more reliable. Provider does not provide firewall services and is not responsible for any losses incurred from a breach in Subscriber's Internet security.

10. **Indemnification.** Provider has neither the ability nor the responsibility to regulate any types of information, content, material or data sent or transmitted by Subscriber, nor regulate any of the above that Subscriber may view, receive or otherwise download. Consequently, Subscriber agrees to indemnify and hold harmless Provider from any claims resulting from Subscriber's use of the service that damages Subscriber or another party. Subscriber is responsible for the use of the Internet by all of Subscriber's agent and assigns who access the Internet through Subscriber, such as employees, agents, non-employees, non-agents, and all other individuals or organizations to whom Subscriber allows access to the services provided by this Agreement. Any access to other networks connected to Provider must comply with the rules appropriate for that other network.
11. **Connectivity Authorization.** Connectivity is provided for Subscriber only. Resale or use of the connection by another user or organization is prohibited. This includes, but is not limited to, providing website hosting services by Subscriber.
12. **Hardware.** Provider is responsible for issuing Standard Equipment (defined as Subscriber's computer, network devices inside Subscriber's home, and router if Subscriber chooses to provide their own) and the Subscriber is responsible for providing all other equipment and software necessary to access the Internet. Provider may, at its sole discretion, elect to assist in recommending necessary equipment or software. Provider may, at its sole discretion, elect to sell to Subscriber hardware required for installation (including but not limited to wiring, posts, clamps, conduit, etc.). Subscriber shall be held responsible for any damages to the provided equipment, outside of natural disasters, and acts of God, and may be assessed a tamper / damage fee as appropriate, up to \$250.00.
13. **Obligations.** Provider is responsible for providing the service address identified in paragraph two (2) with Internet service as defined in paragraphs one (1) and two (2). Connectivity issues related to router, computer or other peripheral devices using the Internet are not the responsibility of Provider; Subscriber is solely responsible for the care of and maintenance of such. Provider will not troubleshoot devices beyond the radio system unless optional Provider-issued routers are installed; in that case Provider will troubleshoot the Provider-issued router but will not provide trouble-shooting beyond that. Radio equipment and/or Provider-issued router remains the property of Provider.
14. **Site Survey Form.** Provider, or its authorized contractor, will complete a site survey form prior to installation of any equipment or hardware. The site survey form will indicate where equipment shall be installed, additional materials required, and estimated costs of any additional materials and labor required for the installation. _____

WIRELESS INTERNET SERVICE AGREEMENT

15. **Installation.** Provider, or its authorized contractor, will install all Provider supplied equipment at the Service Address identified in paragraph two (2) for the charges indicated on the site survey form. If Subscriber is in a rental property, it is the responsibility of the Subscriber to obtain written permission from Landlord and provide such to Provider before entering this Agreement.
16. **Service Limitations.** Provider's Internet services as outlined in this Agreement are for Subscriber's use only. Subscriber may have as many devices accessing the Internet as Subscriber desires, subject to the limitations outlined in paragraph 3b, as long as said devices are located at the Service Address.
17. **Modifications of Rates and Terms.** Provider reserves the right, at its sole discretion, to change the rates for services under this Agreement and otherwise modify these Terms and Conditions. The latest version of these terms will be provided to Subscriber upon request from Provider's staff or by visiting www.cowlink.net. It is the Subscriber's responsibility to regularly familiarize themselves with this Agreement. Violation of the terms of this Agreement by Subscriber may result in suspension or termination of Internet services by Provider.
18. **Warranties.** PROVIDER MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED REGARDING THE QUALITY OF THE INTERNET ACCESS TO BE PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO: THE CONDITION, MERCHANTABILITY, FITNESS, ADAPTABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE INTERNET ACCESS SERVICE. THE INTERNET ACCESS SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER PROVIDER NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE INTERNET ACCESS SERVICE OR INABILITY TO USE THE INTERNET ACCESS SERVICE. LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, OR SUBSCRIBER'S OWN ERRORS OR OMISSIONS IS NOT THE RESPONSIBILITY OR THE FAULT OF THE PROVIDER. USE OF ANY INFORMATION OBTAINED VIA THE SERVICES PROVIDED FOR IN THIS AGREEMENT IS AT SUBSCRIBER'S OWN RISK. PROVIDER SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES.
19. **Payments.** Equipment and/or Installation charges and fees for the first month of service are due upon execution of this Agreement. Recurring service charges are due as stated on invoice, and are payable to: City of Williston, 50 NW Main Street, Williston, FL 32696.
20. **Outstanding Balances and Canceled Accounts.** Payments are considered late if they are received by Provider more than seven (7) days after the due date as stated on the invoice. Accounts with outstanding balances will be assessed a late charge of five dollars (\$5) after the aforementioned seven (7) day grace period. Accounts over fifteen (15) days outstanding will be subject to suspension of services and the entire account balance must be paid in full to restore service. No credit will be given for time service was suspended. Payments to Provider are non-

WIRELESS INTERNET SERVICE AGREEMENT

refundable. No refunds will be given for canceled accounts unless the account is clearly defective and non-operational. Cancellation of accounts can be made by giving notice to Provider by fax, postal mail, or email and service will terminate within twenty-four (24) hours of such notice.

21. **Termination.** Provider may, at its sole discretion and without notice to Subscriber, (a) suspend Provider's performance under this Agreement and Subscriber's access to use of the Internet and/or (b) terminate this Agreement and Subscriber's access to and use of Internet, in which case the remainder of this Agreement shall be deemed void.
22. **Amendment.** This Agreement may not be amended except by mutual written agreement of both parties hereto.
23. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). Any claim or cause of action related to this Agreement must be instituted within one year after the claim or cause of action has arisen or be considered forever barred.
24. **Venue.** The parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in or for Levy County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
25. **Severability.** The terms of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms or conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
26. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall include those fees incurred as a result of an appeal. Each party is responsible for any attorney's fees they may incur associated with the execution of this Agreement.
27. **Waiver.** No waiver by either party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed

WIRELESS INTERNET SERVICE AGREEMENT

to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

- 28. **Due Authority.** Each party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.
- 29. **No Third-Party Beneficiary.** The parties hereto acknowledge and agree there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.
- 30. **Notices.** Notices under this Agreement shall be given to Subscriber via the communication method indicated on the signature page of this Agreement. Notices under this Agreement shall be given to Provider by any of the following contact methods:
 - 1. Postal Mail: City of Williston: 50 NW Main Street, Williston, FL 32696
 - 2. Email: billing@cowlink.net
- 31. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written.

Subscriber (Printed Name)	<u>City of Williston / C.O.W. Link ("Provider")</u>
Dated	Dated
Subscriber's Signature	On Behalf of City of Williston / C.O.W. Link ("Provider")

Subscriber's Billing Address (if different than Service Address):

Subscriber's Preferred Method(s) of Communication/Notice:

Email: _____

WIRELESS INTERNET SERVICE AGREEMENT

Phone: _____

Mail: _____

NOTES:
