

Contract for Wireless Internet Service Deployment for the Town of Irvington, VA

Service Agreement

This Internet Service Agreement (hereinafter referred to as the "Agreement") is entered and shall be effective as on this day of July the 27th, 2022, by and between Broadband Telecom LLC, (hereinafter referred to as the "Company"), having its registered place of business at 370 N. Main St. Kilmarnock VA, 22482, and Town of Irvington (hereinafter referred to as the "Client"), having its location at 4203 Irvington Road Irvington VA, 22480.

The Company and the Client are collectively referred to as the "Parties" and "Party" individually.

WHEREAS the Client wishes to engage in internet services from the Company;

AND WHEREAS, the Company has agreed to provide the necessary services to the Client;

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties hereto agree as follows:

Terms of Service

The initial term of this Agreement shall be effective from the recorded date of installation of the equipment and establishment of internet services. The term of the agreement shall be until one or both parties have determined to terminate the service. The Client will not be liable for a termination charge. The Client also agrees to by signing this Terms of Service ("TOS") contract to abide by the BTS Users Access Policy ("UAP").

The scope of this particular project is to make any necessary modifications to the Tides Inn pole, which will receive a feed from Weems Tower. From the Tides Inn pole, service will be transmitted to at least three installed Wireless Access Points (WAPs) which will provide blanket wireless coverage to the premises seen in "Attachment 1 - Irvington Wireless Deployment".

Install and Service Plan Charges

Pricing & Fees – See Appendix A

The scope of services from BTS at installation includes the setup and provisioning of all network equipment. This will provide a wireless platform for patron to connect at up to 75 Mbps, which will incur a monthly cost to the client of \$94.95 and a prorated charge for first month. This contract will become effective upon the date of installation, once both parties have signed to signify their acceptance of terms. The invoicing starts on the 15th of a month and ends at the end of the 30th of the month until the Company or Client cancels the service. The client is required to purchase the wireless equipment and labor as well, as detailed in “Appendix A”, which totals to \$4,950.00. If any additional equipment is required, BTS will cover the additional costs.

Although currently there are no taxes on Internet services, if any government, local or national, charges any taxes at any time in the future, these will be added to the Client's invoice. Client also may choose to have an automatic payment scheduled by enrolling through our online payment portal. This form is available by contacting client support or may be filled out electronically or downloaded at our website. The auto draft payment can be drafted from a credit card. Invoices are sent out on the 15th of each month, billing for services to be provided in the upcoming month. The Client will be considered Past Due on the 2nd day of the month after the last billing cycle. A late fee of \$5.00 is added to any unpaid invoice on the 10th day of the month. Service is suspended, but account kept open when the Clients balance remains unpaid for 30 days. A \$5.00 late fee is accrued until the Client balance is paid in full. Any unpaid balance which reaches 90 days will be placed into a third-party collections program. The Client agrees by signing this Terms of Service that any costs and fees, including attorney's fees, that BTS incurs to collect any unpaid balance will be paid by the Client. A handling charge of \$35.00 for any checks returned for insufficient funds will be added to a Client's balance. After 90 days, an interest charge of 1.5% per month will be added to the Clients balance per month.

Usage Limitations

Clients must comply with all BTS network, bandwidth, data storage and usage limitations. BTS Service currently has unlimited data access for the fixed wireless packages, and capped service depending on which LTE package is purchased. BTS reserves the right to change this policy in the event it becomes necessary due to unforeseen network congestion or changes in the usage of the Internet from future technological changes, or changes involving content which may effect the operation of the network. Continued use of the BTS Service will constitute acceptance of any new limits. If limitations are added in the future to the Usage Limits of the FAP, and the Client exceeds those limits, then BTS may, at its sole discretion, terminate or suspend Client's Service account, or request the Client to choose a different Service Plan which would rectify the issue of exceeding a limitation.

Service Speed

BTS Service Plans are delineated by speed ranges. The ranges are the minimum that should be expected for a given Service Plan, and the maximum that can be expected for a given Service Plan. Due to technology limitations during certain periodical events, or uncontrolled events, these limitations may show speeds greater than, or less than these range limitations for a short period of time. It is the responsibility of BTS to remedy any issue causing the service speed to be less than the minimum of any Service Plan when the issue is due to BTS Network or any BTS Equipment. A free remote analysis is done for all issues, performed at the BTS Network Operations Center using various tools. If this analysis determines an on-site must be performed, BTS will absorb the on-site costs, unless the issue is determined to be unrelated to the BTS Network or BTS Equipment. If the on-site analysis determines it is due to client equipment, including the Client owned equipment, or there is damage to, or interference to BTS equipment caused by the Client, the Client will be charged an on-site fee of \$80.00, plus any damaged BTS-owned equipment.

It is the Client's responsibility to inform BTS Customer Service of any issue immediately so as to give BTS an opportunity to address the issue for resolution. Failure to do so does not relieve the Client's responsibility to this Terms of Service Contract.

Availability

BTS has the responsibility to have the network available 99% of the time. The one percent is set aside for system maintenance and outages due to Acts of God. In the event of an Act of God, it is possible to not meet this availability, but BTS will not be responsible for any costs associated with Client's service in such outage events. The Client will not be reimbursed for outages due to Acts of Gods, or outages caused by Client's actions on BTS Equipment or interference.

Equipment

All equipment, except if purchased by the Client, is the property of BTS. The Client must return all equipment upon conclusion of services from BTS. The Client must contact BTS to have the equipment removed, the Client is not to remove any equipment. Failure to return the equipment will result in an equipment charge equal to the value of the equipment (prices may be disclosed upon request). If the Client intentionally, or accidentally damages any BTS equipment, the Client will be responsible for paying the value of such equipment. The Client will allow access to BTS equipment for analysis and/or repair in event the Client's service has been compromised. The Client purchases outright the indoor router unit and remains solely responsible for the replacement of the router in

event of issues or damage to the router. If the client resets the router to factory default, the client may bring it into the BTS office for free reprogramming or have an on-site requested at the cost of \$80.00. Any damage to wiring caused by Client or animals is to be paid by the Client, including on-site charges and replacement of wiring at \$1.00 per foot.

BTS will not have any responsibility of any Client's equipment, including the router and any attached equipment such as computers and TVs. The Client may request BTS on-site services at prevailing on-site hourly charges to assist in getting issues resolved with Client equipment.

It is the Client's responsibility to protect all equipment from electrical surge damage, including BTS equipment connected to the home's 110VAC circuit. BTS is not responsible for any equipment damaged from electrical surges due to lack of surge protection, or failure of surge protection devices.

Limitation of Liability

BTS will not be liable for interruptions in Services caused by failure of the Client's hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of BTS, including, but not limited to: Acts of God; acts of public enemy; acts of the United States, a state or other government subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or equipment supply shortages; and inability to obtain power, equipment or transportation. BTS is not liable for any Client losses such as lost profits or lost business during the affected period.

BTS makes no representation or warranty regarding the actual speed of the Broadband Service or other Services provided by BTS. BTS makes no warranty regarding the services and disclaims any implied warranty, including any warranties of merchantability or fitness for a particular purpose.

The Client agrees that BTS will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Service.

Termination

BTS may discontinue or terminate Service:

- If the Client does not honor any provision of this Terms of Service contract;

- If the Client uses the Service in a manner that adversely affects service to other clients or harasses BTS's clients or employees;
- If the Client or others use the Service to engage in any unlawful conduct;
- If law enforcement from any government body restricts the Client from using Service
- If Line of Sight between the Access Point and the Client degrades to the point of being unusable due to regrowth, etc.
- The Client does not make the payment on time;

The Client may terminate the Service if BTS does not remedy any ongoing breach of terms and conditions in the Terms of Service contract within thirty (30) days after BTS' receipt of written notice from the Client of such breach, which is the Client's exclusive remedy for a breach by BTS.

Acceptable Use Policy (AUP)

We are offering this Town of Irvington wireless Internet service (the "Service") according to this Town of Irvington Wireless Networking Acceptable Use Policy (the "Policy") as a free, non-public service to its visitors for the duration of their official visits. All users of this Service must agree to the terms of this Policy by clicking the ACCEPT button below. We do not guarantee the Service or specific rates of speed. We also have no control over information obtained through the Internet and cannot be held responsible for its content or accuracy. Use of the service is subject to the user's own risk. We reserve the right to remove, block, filter, or restrict by any other means any material that, in our sole discretion, may be illegal, may subject us to liability, or may violate this, Policy. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violations of this Policy may result in the suspension or termination of access to the Service or other resources, or other actions as detailed below.

Responsibilities of Service Users:

Users are responsible for ensuring they are running up-to-date anti-virus software on their wireless devices. Users must be aware that, as they connect their devices to the Internet through the Service, they expose their devices to worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third-parties. Users must respect all copyrights. Downloading or sharing copyrighted materials is strictly

prohibited. The running of programs, services, systems, processes, or servers by a single user or group of users that may substantially degrade network performance or accessibility will not be allowed. Electronic chain letters and mail bombs are prohibited. Connecting to "Peer to Peer" file sharing networks or downloading large files, such as CD ISO images, is also prohibited. Accessing another person's computer, computer account, files, or data without permission is prohibited. Attempting to circumvent or subvert system or network security measures is prohibited. Creating or running programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system is prohibited. Using any means to decode or otherwise obtain restricted passwords or access control information is prohibited. Forging the identity of a user or machine in an electronic communication is prohibited. Saturating network or computer resources to the exclusion of another's use, for example, by overloading the network with traffic such as emails or legitimate (file backup or archive) or malicious (denial of service attack) activity, is prohibited. Users understand that wireless Internet access is inherently not secure, and users should adopt appropriate security measures when using the Service. We highly discourage users from conducting confidential transactions (such as online banking, credit card transactions, etc.) over any wireless network, including this Service. Users are responsible for the security of their own devices.

Limitations of Wireless Network Access:

We are not liable for any damage, undesired resource usage, or detrimental effects that may occur to a user's device and/or software while the user's device is attached to the Service. The user is responsible for any actions taken from his or her device, whether intentional or unintentional, that damage or otherwise affect other devices or users of the Service. The user hereby releases the Company from liability for any loss, damage, security infringement, or injury which the user may sustain as a result of being allowed access to the Service. The user agrees to be solely responsible for any such loss, infringement, damage, or injury.

Terms of Service:

By clicking the accept button, below, the user agrees to comply with and to be legally bound by the terms of this Policy. If this Policy or any terms of the Service are unacceptable or become unacceptable to the user, the users only right shall be to terminate his or her use of the Service.

Lawful Use:

The Service may only be used for lawful purposes and in a manner which we believe to be consistent with the rights of other users. The Service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The Service shall not be used for the purpose of accessing, transmitting, or storing material, which is considered obscene, libelous, or defamatory. Illegal acts may subject users to prosecution by local,

state, federal, or international authorities. We may bring legal action to enjoin violations of this Policy and/or to collect damages, if any, caused by violations.

The user specifically agrees to the following conditions:

The user will use the Service only as permitted by applicable local, state, federal, and international laws. The user will refrain from any actions that we consider to be negligent or malicious. The user will not send email containing viruses or other malicious or damaging software. The user will run appropriate anti-virus software to remove such damaging software from his or her computer. The user will not access web sites which contain material that is grossly offensive to us, including clear expressions of bigotry, racism, or hatred. The user will not access web sites which contain material that defames, abuses, or threatens others.

Changes to Service:

We reserve the right to change the Service offered, the features of the Service offered, the terms of this Policy, or its system without notice to the user.

Dispute Resolution by Binding Arbitration

BTS requests the Client immediately contact the BTS Customer Service department for any concerns or complaints about the Service. Generally, Client complaints can be satisfactorily resolved in this way. If you are not able to resolve your concerns through the BTS's Customer Service department, the Client agrees to resolve all disputes through binding arbitration or small claims court rather than lawsuits, jury trials, or class actions.

BTS Right to Make Changes

Unless otherwise prohibited by law, BTS may change the terms and conditions of the Client's Service at any time by giving the Client 30 days' notice by Invoice message, E-MAIL, or other notice, including posting notice of such changes on BTS website. The Client accepts any changes automatically upon payment of services after changes go into effect.

Miscellaneous

1. Force Majeure: Neither Party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

2. **Severability:** In the event, any provision of this Agreement is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this Agreement and all other provisions shall remain in full force and effect as valid and enforceable.

3. **Governing Law:** This Agreement and the rights of the Parties hereto shall be governed and interpreted by the laws of the Virginia District and Federal courts. Both the Parties hereto agree that any disputes arising regarding this Agreement shall be subject to the exclusive jurisdiction of the court.

4. **Notices:** Any notices required or permitted by this Agreement shall be in writing and delivered by certified mail or courier to the mentioned address.

5. **Entire Agreement:** This is the entire Agreement regarding the terms and conditions of the Company's engagement. It supersedes all other agreements between the Parties.

Entire Agreement

These terms and conditions together with the service order and any specific agreement regarding a term commitment and price agreed upon by the Client and BTS are the entire agreement between the Client and BTS, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of BTS employees or agents. If the Client has signed (including electronically) an agreement with BTS including Service terms and conditions, in the event of a conflict between that agreement and this document, the signed agreement shall control.

Acceptance and Signature

BROADBAND TELECOM SERVICES, LLC

TOWN OF IRVINGTON, VIRGINIA

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Appendix A

Item	Price	Quantity	Price
<i>One-Time</i>			
Outdoor Mesh Access Points	\$1,150.00	3	\$3,450.00
Install Labor	\$1,500.00	1	\$1,500.00
<i>Total</i>			<i>\$4,950.00</i>
<i>Recurring</i>			
75 Mbps Service Package	\$94.95	Monthly	\$94.95

As outlined in the chart above, the Client shall be billed a one-time fee in the amount of \$4,950.00 upon installation.

The payment for recurring internet service amounts to \$94.95 per month. The billing shall commence on the date of activation of the internet service, and will be a pro-rated amount for the first month. See billing details in the Service Contract, page 2.

The Customer agrees to pay all the necessary amount incurred upon receipt of the invoice. The amount shall be paid in USD.