

North Florida Broadband Authority Service Level Agreement Template

This Service Level Agreement is entered into this 1st day of May, 2012 ("Effective Date") by and between NORTH FLORIDA BROADBAND AUTHORITY ("NFBA") and Main Street Broadband LLC ("Customer").

This Agreement sets out the terms under which Customer may order Services from NFBA and NFBA will provide such Services to Customer over NFBA's Network, as defined herein. NFBA and Customer therefore agree as follows:

1. DEFINITIONS

In this Agreement (including the introduction, and as defined herein) the following terms shall have the following meanings unless expressly stated otherwise:

- 1.1. "Agreement" means this Service Level Agreement, together with all attached Attachments and any Schedule(s), including any amendments, variations or additions thereto from time to time.
- 1.2. "Business Day" means Monday to Friday inclusive between the hours of 0800 and 1700 excluding public holidays.
- 1.3. "Network" shall mean the wireless broadband middle mile network constructed currently consisting of tower sites, fiber optic access points and two (2) data centers, as such may be expanded or modified from time to time.
- 1.4. "NFBA" means North Florida Broadband Authority.
- 1.5. "NFBA Support Center" means the Customer support center provided by NFBA to deal with Customer telephone queries or to report an outage.
- 1.6. "Service" or "Services" means the broadband Internet access service supplied by NFBA to the Customer via the Network, as identified and defined in this Agreement.
- 1.7. "Service Interrupting Outage" means an outage that causes or results in a continuous and total loss of the Customer's ability to use the Service.
- 1.8. "Service Affecting Outage" means an outage that degrades the level or quality of the Service but does not prevent the Customer's use of the Service.

2. SERVICE

NFBA will provide Customer with the Services. Service level guarantees are as set forth in Attachment A. Service availability is governed by Attachment A.

- 2.1. Communications Assistance for Law Enforcement Act ("CALEA") Compliance. For the purpose of this Agreement, the Customer acknowledges that the NFBA is providing strictly transport services and is not directly subject to CALEA requests. The NFBA will provide support to the Customer for the purpose of its compliance with formal CALEA requests by providing, if requested, limited space for equipment installations necessary for the Customer to comply with CALEA. The NFBA will also not knowingly engage in any action that will impede the Customer's compliance with lawful CALEA requests.

3. NOTIFICATION OF OUTAGE

Customers reporting Service Interrupting Outage or Service Affecting Outage must contact the NFBA Support Center at [insert toll free telephone number].

4. Amendment

- 4.1. NFBA may from time to time amend, vary or make additions to the terms and conditions of this Agreement that do not materially alter the Service to the Customer. NFBA will provide commercially reasonable notice of such changes not less than one (1) calendar month before any such amendment, variation or addition is to take effect.
- 4.2. Other than as stated above, any amendments, variations or additions to this Agreement shall be made in writing by NFBA and must be signed by a duly authorized officer of the same.

5. TERM

This Agreement starts on the Effective Date and expires at the end of the Term selected by Customer on Schedule 1 to Attachment A, unless earlier extended or terminated in accordance with this Agreement.

6. SUSPENSION OR TERMINATION

- 6.1. NFBA reserves the right to suspend or terminate this Agreement at any time without prior notice to Customer on the following conditions: if, in NFBA's sole discretion, it concludes that Customer has violated any term of this Agreement, including NFBA's Acceptable Use Policy ("AUP") and/or NFBA's Privacy Policy, or if Customer fails to pay any charges when due. Customer acknowledges and agrees that NFBA's exercise of its right to suspend or terminate shall not give rise to any liability on NFBA's part for any loss or damages experienced by Customer as a result of the suspension or termination.
- 6.2. Customer also agrees that NFBA has the right to delete all data, files, passwords, or other information that resides or is stored on NFBA's hardware, if Customer's Service

is terminated, for any reason, by either the NFBA or Customer. Notwithstanding Section 17 below, in NFBA's sole discretion, NFBA will send notice of such termination by e-mail, facsimile or U.S. mail to the last-known address provided by Customer for the Service.

6.3. Customer also agrees to abide by the "Rules of Conduct" as set forth in Attachment A hereto.

6.4. Customer may terminate this Agreement before the end of the selected Term by providing NFBA with ninety (90) days advance notice delivered in accordance with Section 17 below. For the termination notice cancellation to be processed, the Customer must provide the following: (1) written request; (2) billing number; (3) telephone number; and (4) reason for terminating the cancelling Services. The termination Cancellation will be effective at the end of the third monthly billing period following NFBA's receipt of the notice of termination. Customer shall be responsible for timely payment of all charges due through that date. The unilateral termination of any Services without ninety (90) days notice in writing will result in Customer's forfeiture of any Customer deposits or advance payments.

6.5. Customer agrees that upon the effective date of any termination of this Agreement, Customer will immediately cease use of the Services.

7. PROHIBITED ACTIVITIES

Customer shall not use or permit Customer's end users to use the Services in any manner or for any purpose prohibited by any federal, state, or local law or regulation, or NFBA's AUP, which sets forth additional rules that govern Customer's activities in connection with the Services.

NFBA's AUP is attached as Attachment B and is current as of the date of this Agreement. NFBA will provide Customer commercially reasonable notice of changes to the AUP. Future revisions of the AUP will also be available on NFBA's website.

8. WAIVER

No delay or omission by NFBA to exercise any right occurring upon any noncompliance on Customer's part with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by NFBA of any of the covenants, conditions, or agreements to be performed by Customer shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

9. CONTENT DISCLAIMER: CAUTIONS AND RESTRICTIONS

- 9.1. NFBA does not control, nor is responsible or liable for, data, content, services, or products (including software) that Customer or its end-users access, download, receive, or buy via the Services. NFBA may, but is not obligated to, block information, transmissions or access to certain information, services, products, or domains to protect the NFBA network, the public, its Customers, or the NFBA. Therefore, messages and other content may be deleted before delivery. NFBA is not a publisher of third-party content accessed through the Services, and is not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Services. Customer accesses or permits end user access to such materials at Customer's own risk.
- 9.2. If Customer or an end-user accessing the Internet through Customer decides to let children under the age of eighteen access Services, NFBA strongly recommends supervision. NFBA bears no responsibility for payment of any fees and charges of third party vendors whose websites, products, or services are accessed, bought, or used via the Services. If Customer or its end-user chooses to use the Services to access websites, services or content, or purchase products from third parties, Customer's information may be available to the third-party provider. How a third party handles and uses Customer's information related to its sites and services is governed by such third party's own network security systems, resources, and policies, which are outside of NFBA's control and may be subject to change. Customer acknowledges that the Services may be temporarily unavailable for scheduled or unscheduled maintenance, equipment modifications, or upgrades, and for other reasons within and without the direct control of NFBA. Customer is responsible for implementing sufficient procedures to satisfy particular requirements for the accuracy of data input and output, and for maintaining a means external to the Services for the reconstruction of any lost data or files. NFBA cannot and does not guarantee the security or integrity of data transmission or storage, privacy, or that viruses, worms, Trojan horses, or other code that manifests contaminating or destructive properties will be detected or remediated by the Services.

10. LIMITATION OF LIABILITY

Notwithstanding anything else in this Agreement, to the maximum extent permitted by applicable law, NFBA will not be liable or obligated under any section of this Agreement or under any theory, whether contract, tort, negligence, privacy, security, strict, or product liability, or other legal or equitable theory (i) for any fees paid to NFBA hereunder in excess of

those paid during the one (1) month period immediately preceding the occurrence giving rise to liability; (ii) for any cost of procurement of substitute goods, technology, services, products, or rights; (iii) for any loss or corruption of data or delayed or interrupted use of services or access to the Internet; (iv) for any indirect, special, incidental, punitive or consequential damages or lost profits; or (v) for any lack or breaches of security of services or in the storage or integrity of Customer data or any user's data. These exclusions and limitations apply whether the claim is based on breach of contract, tort, breach of warranty, negligence, product liability, or any other basis, and apply whether or not NFBA was informed of the likelihood of any particular type of damages. In addition, these exclusions and limitations will apply even if any remedy fails of its essential purpose. If Customer is dissatisfied with the Services or if Customer has any other dispute with NFBA, or claim against NFBA, then, to the maximum extent permitted by applicable law, Customer's sole and exclusive remedy is to discontinue using the Services and any liability will be limited to the recovery of direct damages incurred in reasonable reliance, limited to the amount and exclusions set forth herein. Notwithstanding the foregoing, NFBA does not waive sovereign immunity pursuant to Florida law and shall not be liable under any circumstances beyond the maximum dollar amount set forth in Section 768.28, Florida Statutes.

11. INDEMNIFICATION

Customer agrees to defend, indemnify, and hold NFBA harmless against any and all claims, losses, damages, and liabilities sustained by the NFBA resulting from or arising out of any breach or non-fulfillment of any representation, warranty, or covenant by Customer set forth in this Agreement or from use or misuse of the Services by Customer or any of its end users or customers. NFBA agrees to defend, indemnify, and hold Customer harmless against any and all claims, losses, damages, and liabilities sustained by the Customer resulting from or arising out of any breach or non-fulfillment of any representation, warranty, or covenant by NFBA set forth in this Agreement. This Section will survive termination or expiration of this Agreement for any reason.

13. ASSIGNMENT AND SUCCESSORS IN INTEREST

All of the provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by NFBA, Customer, and their respective successors and permitted assigns. Except as specifically stated herein, neither the Agreement nor any of Customer or NFBA's rights, interests, or obligations may be assigned or delegated by Customer without the prior written consent of NFBA. Any unauthorized assignment or delegation by Customer will be invalid.

Notwithstanding the foregoing, NFBA may assign or otherwise transfer its rights and obligations under the Agreement without restriction.

14. PRIVACY AND SECURITY

- 14.1. Wireless systems use radio channels to transmit communications over a complex network. Privacy cannot be guaranteed, and NFBA is not liable to Customer or any other party for any lack of privacy experienced while using the Services. NFBA, in accordance with applicable law, has the right to monitor, intercept, and disclose any transmissions over or using NFBA's facilities and to provide subscriber billing, account, or use records, and related information under certain circumstances. Such circumstances may include, but are not limited to, responses to lawful process, orders, subpoenas, or warrants, or to protect NFBA's rights, users or property. NFBA's Privacy Policy is attached as Attachment C and is current as of the date of this Agreement. NFBA will provide Customer commercially reasonable notice of changes to the Privacy Policy. Future revisions of the Privacy Policy will also be available on NFBA's website.
- 14.2. Customer acknowledges that the Services are not inherently secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding any efforts to enhance security with respect to the Services, NFBA cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from Customer's use of the Services. Customer accepts responsibility for taking such precautions and providing such security measures best suited Customer's situation and intended use of the Services. NFBA strongly encourages and supports certain customer-provided security solutions, such as virtual private networks, encryption, and personal firewalls, but does not provide these to Customers and is not responsible for their effectiveness. Customer agrees to protect usernames and passwords and is responsible for any usages. Customer agrees to immediately notify NFBA of any unauthorized use or any security breach of the Services.

15. FORCE MAJEURE

NFBA shall not be liable in respect of any breach of this Agreement due to any cause beyond its reasonable control including (but without limitation): act of God, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party (including any other party that provides any part of the Service or upon which NFBA relies

in order to provide any part of the Service) and national and/or civil emergencies.

16. ENTIRE AGREEMENT

This Agreement supersedes all prior oral or written communications regarding the subject matter of this Agreement and contains the whole agreement between the parties relating to the subject matter of this Agreement, unless otherwise specifically stated or agreed in writing.

17. NOTICES

17.1. Unless otherwise provided in this Agreement, any notice or other communication required to be given or served for the purposes of the Agreement shall be in writing and shall be deemed to have been duly given and served if delivered by overnight delivery service to the address specified herein.

17.2. The Customer's address for notice pursuant to this Section shall be as follows: Main Street Broadband LLC, 3780 Mansell Rd., Suite 300, Alpharetta GA 30022.

17.3. NFBA's address for notice pursuant to this paragraph is 164 N.W. Madison Ave., Lake City, FL 32055.

18. SEVERANCE

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected.

19. CHOICE OF LAW; ARBITRATION; STATUTE OF LIMITATIONS; JURY WAIVER

19.1. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida with the exception of its choice of and/or conflict of laws provisions. Except as noted below, any claims or disputes arising out of or related to this Agreement shall be heard by a court of competent jurisdiction in Alachua County, Florida.

19.2. All disputes arising under this Agreement (other than Customer's failure to make payments in accordance with the Agreement and any action to collect amounts due to NFBA under this Agreement, which may be brought in any court of competent Jurisdiction) will be settled exclusively by binding arbitration using the commercial rules of the American Arbitration Association ("AAA") then in effect. The sole place for arbitration will be Jacksonville, Florida, unless that location is prohibited by Law, in which case the arbitrator will select the location of the arbitration. One (1) arbitrator selected jointly by the parties in accordance with the AAA rules who has expertise in the subject matter hereof will conduct the arbitration. The decisions of the arbitrator will be binding and conclusive upon all parties involved and judgment. Upon any

award of the arbitrator may be entered by any court having competent jurisdiction. This provision will be specifically enforceable in any court of competent jurisdiction. Unless otherwise required by law, the losing party shall pay to the winning party (as each shall be specified in the decision of the Arbitrator) all of its expenses, including attorneys' fees, incurred in the conduct of the arbitration, except that payment of the fees and expenses of the arbitrator will be governed by the rules of the AAA. This duty to arbitrate will survive the termination or expiration of this Agreement for any reason. All claims will be arbitrated individually and there will be no right or basis for consolidation, class treatment, or claims brought in a representative capacity (such as a private attorney general) of any claim unless previously agreed to in writing by NFBA. The arbitrator will not have any authority to award any special damages, punitive damages, consequential damages or any other damages except as permitted by the Agreement. Customer waives any right to trial by jury of any claims or disputes relating to this Agreement, AUP, or services. Customer waives any right to participate as a plaintiff or as a class member in any claim on a class or consolidated basis or in a representative capacity. Customer and NFBA agree that any claim arising out of or related to services or the Agreement must be commenced within two (2) years after the claim arises, or the claim will be permanently barred. Nothing in the Agreement will prevent either party from seeking conservatory, protective, or injunctive relief with respect to a violation of its Intellectual property rights in any court of competent jurisdiction pending the outcome of the arbitration, or enforcement or recognition of any award or order in any court of competent jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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ATTACHMENT A

ADDITIONAL SPECIFIC TERMS OF SERVICE

SLA ATTACHMENT A
North Florida Broadband Authority
Additional Terms of Service

This Attachment A to the Agreement dated May 1, 2012 between NFBA and Customer defines the technical terms for the Agreement and includes the attached Schedule 1 together with any additional Schedules mutually agreed to in writing in the future (collectively, "Schedules").

1. Services. Schedule 1 attached hereto and incorporated herein by reference, contains the locations, delivery type and bandwidth of the Services and any additional technical and operational detail required for the implementation of the Services and is hereby agreed to and accepted by Customer. Additional Schedules attached hereto from time to time may include any additional locations and bandwidths requested by Customer.

2. NFBA Responsibilities. NFBA is responsible for providing the Services by qualified personnel in a professional manner. NFBA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Customer Responsibilities. Customer is solely responsible for; (a) the manner in which Customer uses the Services, including the maintenance and security of Customer's data, computer network and other facilities, and those of users of the Customer's services; (b) Customer's choice of equipment, software and online content; and (c) all other matters related to how Customer uses the Services. Customer must use its best efforts to prevent unauthorized physical and electronic access to the Network.

4. Definition of Terms. In this Attachment A the following terms shall have the following meanings unless expressly stated otherwise:

4.1 "Core Router" means an NFBA- router located in a Data Center.

4.2 "Customer Point of Demarcation" is defined in Section 10, below.

4.2 "Data Center" means a leased facility utilized by the NFBA for Internet access and redundancy.

4.3 "Dynamic" means Network links that are not Rate Limited.

4.4 "Latency" means delay that is introduced by Network equipment, which is additive.

4.5 "Rate Limited" means Network links being set to a data rate that cannot be exceeded.

4.6 "Service Node" means a tower facility that is part of the Network.

5. Internet Protocol ("IP") Addresses. Customer shall be allotted a number of IP addresses which shall correspond with Customer's estimated need for said addresses, as mutually agreed

based upon a three (3) month forecast of need. Upon expiration, cancellation or termination of the Agreement or applicable Schedule, Customer shall return to NFBA any IP addresses or address blocks assigned to Customer by NFBA.

6. Acknowledgment. Customer agrees that NFBA may include Customer's name in listings of NFBA Customers.

7. Service Level Guarantees.

7.1 Availability Guarantee

- (a) NFBA guarantees the Services to be available 99.9 percent of the time ("Availability Guarantee"), measured as stated herein. Service availability will be measured by averaging sample measurements taken during a calendar month between the Core Routers and Customer Point of Demarcation. Measurements will include number of seconds that the Customer was not available and average packet loss. At Customer's request, NFBA will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of minutes that the NFBA Network or an NFBA-ordered telephone company circuit in the contiguous U.S. was not available to Customer, but will not include unavailability: (i) for any reason deemed not to constitute a Service Affecting Outage or Service Interrupting Outage as set forth in Section 8.3 below; or (ii) that continues for one (1) hour or less and that Customer fails to report to NFBA within five (5) days; or (iii) any other unavailability resulting from (A) failure of any Customer-ordered telephone company circuits, (B) Customer's applications, equipment, or facilities, or (C) acts or omissions of Customer, or any use or user of the service authorized by Customer.
- (b) If NFBA fails to meet this Availability Guarantee during any given calendar month during the Term, NFBA will credit Customer's account as follows: For each cumulative hour of Network Unavailability or fraction thereof in any calendar month, Customer's account shall be credited for the pro-rated charges for one day of the NFBA monthly recurring fee for the Services ("Monthly Fee") with respect to which this Availability Guarantee has not been met. Notwithstanding the foregoing, no credit will be issued unless Customer notifies NFBA in accord with the requirements of Section 3 of the Agreement.

7.2 Latency Guarantee

- (a) NFBA's latency guarantee is average round-trip transmissions of 55 milliseconds or less ("Latency Guarantee") between the NFBA Core Routers in the data centers and the Customer Point of Demarcation. Latency shall be measured by averaging sample measurements taken during a calendar month. At Customer's request, NFBA shall calculate and track the extent to which NFBA fails to meet the Latency Guarantee in any calendar month.
- (b) If NFBA fails to meet the Latency Guaranty in two (2) consecutive calendar months, NFBA will credit Customer's account for that second month, and any consecutive month in which the Latency Guarantee is not met, for the pro-rated charges for one day of the NFBA Monthly Fee for the Services with respect to which this Latency Guarantee has not been met.

- (c) Notwithstanding the foregoing, no credit will be issued if (i) Customer fails to notify NFBA and request credit in accord with the requirements of Section 3 of the Agreement; or (ii) failure to meet the Latency Guarantee is attributable to reasons deemed not to constitute a Service Affecting Outage or Service Interrupting Outage as defined in 7.3 below.

7.3 Service Affecting Outage and Service Interrupting Outage

For the purposes of this Agreement, the following events or circumstances are not considered to constitute or cause a Service Affecting Outage or Service Interrupting Outage:

- (a) Planned system upgrades so long as, wherever commercially reasonable, written notice is provided to Customer at least five (5) business days before the planned work;
- (b) Suspension of the Service by NFBA, including suspension for non-payment of Service charges;
- (c) Any hardware, software or network failures or lack of Service availability that arises from or is the result of Force Majeure as defined by Section 15 of the Agreement;
- (d) Any failure of any statistical monitoring devices used to measure the performance of the Service against the standards set by this Agreement where the Service is itself unaffected by the failure of the statistical monitoring device(s);
- (e) Failure of the Customer to comply with the terms and conditions of the Agreement;
- (f) Inability to gain access to the Customer's premises (including the point of demarcation);
- (g) Failure of Customer-provided equipment, cabling or power sources.
- (h) Emergency maintenance by NFBA subject to as much prior notice as commercially practicable.
- (i) Changes to Customer's Service made at Customer's request where NFBA has notified the Customer in advance.
- (j) Time attributed to Customer's delay in responding to requests for assistance and/or access to repair the problem.

8. System Management and Maintenance. NFBA will monitor the Network continuously from a Network Operations Center ("NOC"). The NOC will be staffed 24x7 with personnel that can remotely manage the Network; receive Customer notifications of outages or other Services interruptions or problems; and diagnose and remotely correct problems or dispatch technicians for on-site resolution of performance or connection-related issues.

- (a) NFBA technicians have a response window of a maximum of four (4) hours to respond to request for service with Services being restored within twelve (12) hours after the request.
- (b) A toll free number will be provided for the NOC for all Customers requiring support.

- (c) The NFBA will make every attempt to provide advance notification of potential Services outages during the construction of the Network and to perform activities that may affect Services during off-peak hours of 12:00 AM to 6:00 AM. The NFBA will not be held responsible for outages during the construction of the Network. The NFBA will formally notify all Customers when construction of the Network is complete and this condition no longer applies.

9. Assessment of Charges and SLA Compliance Tracking. The NFBA will bill the Customer for Services based on the following criteria.

- a) The Customer will be provided with a set amount of bandwidth "Rate Limited" from designated NFBA facilities. The NFBA will provide separate billing rates for transport and direct Internet access ("DIA") Services.
 - a. Capacity of the designated Network links will be limited to the bandwidth set forth in Schedule 1.
 - b. The NFBA will monitor the Network utilization of the Customer links to verify that performance levels are being met.
 - c. For the first twelve (12) months of the Agreement, the NFBA will bill the Customer for only the bandwidth utilized, not to exceed the Rate Limited bandwidth amount. At the end of the first twelve (12) month period, the NFBA and Customer will agree on a Rate Limited bandwidth amount for the remainder of the Term, and NFBA will bill the Customer for the agreed Rate Limited bandwidth regardless of whether the Customer fully utilizes it.
 - d. Billing will be done on a monthly basis.
 - e. The NFBA will provide, at Customer's request, documentation relating to Network performance and availability compliance with terms set forth in the Agreement.
- b) As an alternative, the NFBA may make accommodations for Customers who are accessing the NFBA Network from a number of NFBA facilities. These accommodations are described as follows:
 - a. The NFBA will not limit the bandwidth for individual Network links "Dynamic" to allow the Customer to balance the load among the NFBA sites being accessed as it pertains to DIA. Transport services will be set to designated bandwidth limits.
 - b. After the first 12 months, the NFBA will bill the Customer for the agreed-upon bandwidth amount established pursuant to 9(a)c. above, regardless of whether the Customer fully utilizes it, but will also bill the Customer for any DIA aggregate bandwidth usage exceeding the agreed-upon amount.
 - c. Excess DIA capacity usage will be monitored at the Core Router and any excess capacity will be billed at a rate designated in Schedule 1
 - d. Billed amounts will be calculated based upon the aggregate of all transports and DIA services as measured at the Core Router or other designated router on the network.

10. Customer Points of Demarcation. All Customer points of demarcation for the NFBA Network will consist of a communications port on a designated NFBA device. Customer points of demarcation can consist of any of the following:

- a) Service Node – Entails connection to switch equipment located in the field cabinet located at the NFBA Service Node location. The point of demarcation is a designated port on the NFBA switch. Customer has responsibility to connect to this port and configure their equipment in a manner consistent with the requirements set forth in this Attachment A.
- b) Data Center – Entails connection to switch, router or other equipment located in the field cabinet located at the NFBA Data Center. The point of demarcation is a designated port on the NFBA equipment. Customer has responsibility to connect to this port and configure their equipment in a manner consistent with the requirements set forth in this Attachment A.
- c) Off-Network - Entails connection to switch or radio equipment located at a non-NFBA facility or NFBA in-kind asset that is utilized for connection to the Network. The point of demarcation is a designated port on the NFBA equipment. Customer has responsibility to connect to this port and configure their equipment in a manner consistent with the requirements set forth in this Attachment A.

11. Use of NFBA Facilities. The Customer may be granted access to areas under NFBA control at the location of NFBA Network facilities in accordance with this Attachment A, provided, however, that NFBA may deny or rescind any such access, in whole or in part, if NFBA determines, in its sole discretion, that such access will impair NFBA's current or planned use of such areas. Access to NFBA facilities must be in writing in response to a written request therefor from Customer, and may be granted as follows:

a) Access to Service Node co-location space

The NFBA has space leased on Service Nodes locations for the placement of communications equipment including cabling. The Customer has the ability to use this space for mounting of required communications equipment. The specific equipment must be described in Schedule 1 and the Customer is responsible for providing all required details to the tower owner in order to obtain approval for use of the tower space.

b) Access to NFBA Service Node Ground Space

The NFBA has a concrete pad at each Service Node location where the current NFBA communications cabinet is located. This concrete pad may have space available for the Customer to install its own communications cabinet with the following requirements:

- The Customer will have responsibility for installation of the cabinet and obtaining power for the cabinet.
- The Customer has the responsibility for all conduit, duct, ice bridge and grounding facilities including those conduits required to connect to the NFBA telecommunications cabinet.
- The Customer must submit plans for the installation of this cabinet and obtain approval by the NFBA prior to installation.

c) Access to NFBA Communications Cabinet Space

The NFBA has limited space available in its communications cabinet at each Service Node location for Customer equipment. The Customer equipment will be allowed to utilize existing DC power in the cabinet, however no AC-powered equipment will be allowed in the cabinet. **The Customer must submit plans for access to and use of space in the NFBA communications cabinet for prior approval by the NFBA.**

d) Access to NFBA Data Center Space

The NFBA has rack and floor space available at its Data Center locations. Customer communications and server equipment can be installed at these facilities to take advantage of DIA services as well as interconnection with other facilities within the selected Data Center. The Customer will be responsible for obtaining power for co-located equipment along with any impact to cooling requirements. **The Customer must submit plans for access to and use of NFBA Data Center space for prior approval by NFBA.**

12. Rules of Conduct. The NFBA will be granting Customers access to the NFBA facilities as described in Section 11. The NFBA has a significant capital investment in these facilities and installed equipment. The Customer, being granted access, is expected to conduct itself in a particular manner, which is detailed in this Section and in any other NFBA policies that may be announced from time-to-time during the term of the Agreement. Failure to comply with these requirements may result in financial damages or termination of the Services and removal of Customer equipment from NFBA facilities. The Customer must also comply with the "Prohibited Activities" Section also found in this Agreement.

- a) The Customer will be granted access to NFBA facilities for the purpose of maintaining its equipment. The Customer is required to maintain the security of the NFBA facility as it pertains to securing equipment cabinets and perimeter fencing. The Customer is also required to report any suspicious activity or observed vandalism or other damage at the NFBA facility to the NOC. The Customer is also responsible for securing any facilities keys or combinations to NFBA facilities and notifying the NFBA NOC of keys or combinations have been lost or access given to unauthorized individuals.
- b) The Customer is required to maintain its equipment in a manner consistent with local codes and in a manner consistent with installed NFBA systems. Securing equipment and proper grounding are of particular concern to the NFBA. The NFBA will inspect Customer installations at NFBA facilities and may require corrections if deficiencies are found.

13. Failure to Comply – Failure to comply with the Rules of Conduct section herein will result in notification of the Customer by the NFBA of the deficiency and required corrective action. Failure to execute corrective measures, repeated failures to comply or damage to NFBA equipment/facilities will require Customer to compensate NFBA for any costs associated with remedying these failures or repairing any resulting damage and may, in the NFBA's sole discretion, constitute cause for the termination of this Agreement and removal of the Customer's equipment, as further defined in the "Suspension or Termination" section of the Agreement.

16. In-Kind Asset Usage. The NFBA has secured the right to use a number of in-kind assets ("IKAs"), primarily consisting of towers and other vertical structures located in the counties covered by the Network. To the extent available, the NFBA will allow the Customer to connect to the Network using such IKAs and to compensate NFBA for the use of such IKAs at the rates specified in a lease of such IKAs to be entered into between NFBA and Customer.

SCHEDULE I

Term: ____ 12 Months ____ 24 Months ___X___ 36 Months

Total Fixed Bandwidth Requested _____ Mbps
Cost per Mbps \$ _____

Total Variable Bandwidth Requested 3000 Mbps*
(based on maximum speed of physical interface)
Cost per Mbps \$ 16.00 Transport**
\$ 20.00 DIA

Total Possible Bandwidth Requested _____ Mbps
Total Monthly Recurring Cost \$ _____
Total Install Cost \$ _____

IP Information

City	IP Block(s)	Subnet info	Interface IP	Contact Name and #

IP info cont.

City	BGP Peering Y/N	AS Number

Customer Equipment

(required if Co-lo, requested for all service to aid in customer connections issues)

Rack #	Equipment	Vendor/Manufacturer & Contract #	Model #	Description & Software Generic	Slot #	Card #

☐ UPGRADE OR RENEWAL TO REPLACE EXISTING INTERNET SERVICE

I. AFTER HOURS TECHNICAL CONTACT INFORMATION:

Name: _____ Cellular: _____ Phone: _____
Fax: _____ Email: _____ Pager: _____

II. COMMENTS: * Volume forecast based on estimates of demand, to be adjusted pursuant to section 9 of this Attachment A; ** Transport is to 421 church street in Jacksonville FL.

ATTACHMENT B

NFBA Acceptable Use Policy

SLA ATTACHMENT B
North Florida Broadband Authority
Acceptable Use Policy

Important Notice – Please Read Carefully

1. North Florida Broadband Authority ("NFBA") will not be liable for any damages of any nature suffered by any customer, user, or third party resulting in whole or in part from NFBA's exercise of its rights and/or obligation under this Acceptable Use Policy ("AUP").
2. By using NFBA's Services, Customer agrees to be bound by and comply with the terms and conditions of this AUP.

Purpose:

NFBA created this AUP governing NFBA's Services to protect NFBA's network resources, preserve the privacy and security of the networks of NFBA and its Customers for the Services ("Customers"), and to maximize the utility of the Services and the Internet for all of NFBA's Customers and the Internet community as a whole by designating standards for acceptable and unacceptable use. This AUP is a material part of any agreement with NFBA for provision of the Services and is specifically incorporated by reference into every NFBA service level agreement ("SLA"). A current version of the AUP may be found at NFBA.net.

The Policy

The NFBA AUP is designed to help protect NFBA's assets, the integrity of NFBA's Network, the assets of Customers and the internet community, from irresponsible or illegal activities of Customers. These activities may disrupt or degrade NFBA Services, pose a threat to NFBA's assets, expose NFBA (or other providers of Services) to claims of civil or criminal liability or other legal sanctions. Moreover, because of various conventions used in the industry (including blocking, filtering and blacklisting) these activities may impair NFBA's ability to interconnect with other providers of similar services. These activities may relate to the content stored or transmitted by Customers or to the nature of the transmissions themselves such as sending large numbers of unsolicited messages ("Spam"). Customers are responsible for avoiding the prohibited activities and strictly following the AUP terms set forth herein.

1. **Scope of AUP.** IF Customer violates the AUP, NFBA may, depending on the nature and severity of the violation, suspend or terminate the Services, as specified below. Customer may have access through the NFBA Network and Services to search engines, subscription web services, chat areas, bulletin boards, web pages, USENET, or other services that promulgate rules, guidelines, or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP.

2. **AUP Enforcement and Notice.** Customer's failure to observe the requirements and guidelines set forth in this AUP may result in temporary suspension or permanent termination of Services. NFBA reserves the right, but does not assume the obligation, to strictly enforce the AUP. NFBA does not issue service credits or refunds for any outages incurred through Services disablement resulting from AUP violations. When feasible, NFBA may provide Customer with notice of an AUP violation via e-mail or otherwise, and demand that such violation be immediately corrected.

3. **Prohibited Actions.** Customer may not use Services in a manner that violates any applicable local, state, federal or international law, order or regulation. Customer may not use Services to:

- Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes;
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature;
- Invade another person's privacy, stalk, harass, or otherwise violate the rights of others;
- Post, transmit, or disseminate content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable;
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, Cancelbot, or other harmful feature;
- Collect or store personal data about other users;
- Use an Internet protocol ("IP") address\ not assigned to the Customer;
- Violate any other NFBA policy or guideline;

4. **Unlawful Activities.** Services shall not be used in connection with any criminal, civil, or administrative violation of any applicable local, state, and provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule. By using the Services, Customer represents and warrants to NFBA that Customer is not a resident of any country, nor affiliated with, any organization prohibited to do business within the United States as defined by the Office of Foreign Assets Control within the United States Department of the Treasury.

5. **Cooperation with Investigations.** NFBA will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. NFBA reserves the right to disclose Customer information to the extent authorized by federal or state law. In those instances involving child pornography, NFBA

complies with all applicable federal and state laws including providing notice to the National Center for the Missing and Exploited Children or other designated agencies. Customer expressly authorizes and consents to NFBA cooperating with law enforcement authorities including without limitation in the investigation of suspected legal violations. NFBA reserves the right to investigate suspected violations of this AUP, including the gathering of information from Customers and user(s) involved and the complaining party, if any, and examination of material on NFBA's servers and Network. During an investigation, NFBA may suspend or restrict Services to the account or accounts involved.

6. Copyright, Privacy, and Intellectual Property. Customer is prohibited from using an NFBA internet connection to commit, aid, or abet any violation of copyright, privacy, or intellectual property law. Specifically, Customer is prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless all necessary consent to do the same have been granted. This prohibition includes the use of any material or information including images or photographs that are made available through NFBA's website or the Services.

7. Offensive or Threatening Material or Content. The Services shall not be used to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, hateful, malicious, racist, fraudulent, deceptive, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to NFBA's Network or to the network of any other services provider. Customer shall not create or attempt to utilize a domain name that is fraudulent, indecent, offensive, deceptive, threatening, abusive or harassing.

8. Interaction with Minors. NFBA has a zero tolerance policy regarding use of its Services to engage in inappropriate conduct with anyone less than 18 years of age. Customer shall not knowingly collect or solicit personal information from a minor without the express consent of the parent or guardian of the minor, nor shall Customer use the Services to harm or intimidate a minor. NFBA complies with all federal and state laws pertaining to the protection of minors.

9. Spam/E-Mail/Usenet/Blog/Social-Networking Abuse: Violation of the CAN-SPAM Act of 2003, the Electronic Mail Act of Illinois, or any other state or federal law regulating e-mail services, constitutes an automatic violation of this AUP and NFBA reserves the right to seek damages and other available relief against Customer, as applicable. Spam/E-mail/Usenet Abuse is prohibited on NFBA Services. Examples of Spam/E-mail/Usenet Abuse include, but are not limited to, the following activities:

- Sending unsolicited electronic mail messages and "mail-bombing" (sending mass unsolicited e-mail messages to a single user, or group of users, commercial or otherwise, or deliberately sending very large attachments to one recipient);
- Using another website's mail server to relay mail without the express permission of the website;
- Using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin;
- Using internet protocol addresses that the Customer is not authorized to use;
- Collecting the responses from unsolicited electronic messages;
- Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- Spamming, or sending unsolicited commercial e-mail or electronic messages with petitions for signatures, any chain mail related materials, or requests for charitable donations;
- Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Internet (e.g., through language, frequency, size or otherwise);
- Sending bulk (i.e., twenty-five or more recipients) electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- Using distribution lists containing addresses that include those who have opted out;
- Sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header.
- Forging headers or identifiers in order to disguise the origin of e-mail;
- Use of redirect links in unsolicited commercial e-mail to advertise a website or service;
- Posting a single message, or messages to online forums or newsgroups, that could reasonably be expected to provoke complaints;
- Posting messages to or canceling or superseding messages on an online forum or newsgroup in a manner that violates the rules of the forum or newsgroup or that contain forged header information.
- Sending bulk electronic messages in quantities that exceed standard industry norms, or that create the potential for disruption of the NFBA Network or of the networks with which NFBA interconnects;

- Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for other parties;
- Knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that Customer mails or sends;
- Using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet service provider, including, but not limited to, the facilitation of the means to spam.

10. Security Violations. Customer is solely responsible for the security of any device connected to the Services, including any data stored on that device. The Services may not be used to interfere with, to gain unauthorized access to, or otherwise violate the security of NFBA's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of violations of system or network security include, but are not limited to:

- Intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses;
- Using the Services to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person ("hacking"). The equipment and the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is strictly prohibited;
- Impersonating others in order to obtain another user's account password or other personal information.
- Using the Services to deliver Spyware, Adware, or secretly or deceptively obtaining the personal information of third parties (phishing, etc.), or engaging in modem hi-jacking;
- Using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication;
- Distributing or using tools designed to compromise security, including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network; this would include use of sniffers or SNMP tools;

- Falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin; and
- Knowingly uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, Cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- Engaging in the transmission of pirated software, or otherwise exporting illegal software, or violating U.S. laws concerning the transmission of technical data and other regulated materials via the Services offered by NFBA;
- Using manual or electronic means to avoid any use limitations placed on the Services;
- Gaining unauthorized access to private networks; and
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services.

11. Customer Responsibilities. Customer remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using NFBA Services. NFBA takes no responsibility and assumes no liability for any material created or accessible on or through the NFBA network(s) using the Services, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity Customer may encounter.

ATTACHMENT C

NFBA PRIVACY POLICY

SLA ATTACHMENT C
North Florida Broadband Authority
Internet Privacy Policy

The North Florida Broadband Authority ("NFBA") is committed to protecting your privacy. This Privacy Policy applies to the NFBA web site and governs data collection and usage. By using the NFBA website, you consent to the data practices described in this Privacy Policy.

General Principles: NFBA respects the privacy of every individual and takes reasonable measures to protect the privacy of information provided to NFBA by visitors and Customers. NFBA may request information from people visiting our web site or using our wireless broadband Internet access services ("Services"). NFBA is the sole owner of the information collected. NFBA will not knowingly distribute or cause to be distributed your personal information to any entity for any reason. Third-party service providers or those whose web sites may be accessed using the Services may also collect personal information; however, their practices are not within the control of NFBA.

NFBA encourages you to review the privacy policies of web sites you choose to link to from NFBA. NFBA is not responsible for the privacy policies or other content on web sites outside of the NFBA web site.

Use of Your Personal Information: NFBA will not collect any personally identifiable information unless the visitor/Customer provides it to us voluntarily. Personally identifiable information includes name, address, telephone number and e-mail address. NFBA will not sell, share or rent this information to others in ways other than as disclosed in this Privacy Policy. NFBA may also collect anonymous demographic information, which is not unique to you.

How NFBA Uses Information: NFBA may use visitor/Customer information to provide information about additional services and products offered by the NFBA and other providers with whom NFBA has relationships and whose offerings might be of interest to Customers for NFBA's Services. NFBA will not, however, sell, trade, or lease personally identifiable information to third parties unless legally required to do so. Other information gathering measures are employed to increase security and to ensure that the NFBA web site and the features contained within are not being used for any other reason than their intended purpose. All of the information collected by our site is kept strictly confidential. In certain portions of our web site, a visitor/Customer may be required to complete an application form to receive certain information. During the registration process, the visitor is required to give specific information such as name and e-mail address, mailing address, location and phone number. This information is used to contact the visitor regarding Services offered by NFBA, for which the visitor/Customer has expressed interest.

All visitor/Customer information is restricted to NFBA developers, network operations personnel and other qualified employees. In addition, the servers on which NFBA stores personally identifiable information are kept in a secure location.

NFBA may use the information to improve our products and services. We may periodically send promotional emails about new products, special offers or other information that we think you may find interesting using the e-mail address that you have provided. From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.

Exceptions and Limitations: There are times when, in order to comply with applicable laws, regulations, court or administrative orders, subpoenas or other matters, NFBA must disclose visitor/customer information. NFBA cooperates fully with state, local, and federal officials in any investigation relating to any content (including personal or private electronic communications transmitted to NFBA) or purported unlawful activities of any user of any NFBA Services, and takes reasonable measures to protect the proprietary rights of NFBA. If necessary to comply with law or cooperate with law enforcement activity, NFBA may disclose personally identifiable information of visitor/Customer and/or Customer's end-users.

Security of Personal Information: NFBA secures personal information from unauthorized access, use or disclosure. NFBA secures the personally identifiable information provided on computer servers in a controlled, secure environment protected from unauthorized access, use or disclosure. When personal information is transmitted to other web sites, it is protected through the use of encryption, such as the Secure Socket Layer ("SSL") protocol. All customer/visitor information is restricted to NFBA developers, network operations personnel and other qualified employees. In addition, the servers on which NFBA stores personally identifiable information are kept in a secure location.

Changes to this Statement: NFBA may occasionally update this Privacy Policy to reflect new company services offerings and Customer feedback. NFBA encourages visitors/Customers to periodically review this Privacy Policy.

Contact Information: NFBA is interested in your comments regarding this Privacy Policy. If you believe that NFBA has not adhered to this Privacy Policy, please [click here](#) or send an email to Info@NFBA.net.