

Master Service Agreement

1. AGREEMENT TERM. This Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Agreement.
2. SERVICE. City of Griffin shall provide the Services during the Service Period to Customer at the site(s) identified in the Service Order(s). "Service Period" is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).
 - a. Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable site are the sole financial responsibility of Customer.
 - b. Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to the Customer site for inspection, correction or repair, City of Griffin may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.
 - c. Late Fees. Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of not more than 1.5% per month or the maximum amount permitted by law.
 - d. Non-payment. If Services are suspended due to late payment, City of Griffin may require that Customer pay all past due charges and a reconnect fee.
 - e. Collection Fees. City of Griffin may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by City of Griffin in collecting any unpaid amounts due under this Agreement.
3. EQUIPMENT AND MATERIALS.
 - a. Customer shall:
 - i. Safeguard City of Griffin communicate equipment against others;
 - ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
 - iii. Not hire nor permit anyone other than personnel authorized by City of Griffin acting in their official capacity to perform any work on Equipment; and
 - iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of City of Griffin.
 - v. Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, termination of this Agreement and/or legal action.
 - b. Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service and/or Equipment. City of Griffin may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.

- c. Ownership. Notwithstanding any other provision contained in this Agreement to the contrary, all Equipment and materials installed or provided by City of Griffin is and shall always remain the property of City of Griffin, shall not become a fixture to the Premises, and must be returned to City of Griffin at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Agreement.
 - d. Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Agreement and/or Service Order(s) ("Termination"), at the discretion of City of Griffin, Customer shall return, or allow City of Griffin to retrieve, the Equipment supplied by City of Griffin to Customer. Failure of Customer to return, or allow City of Griffin to retrieve, Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Equipment. Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by City of Griffin in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.
 - e. Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Services (or any part thereof); or (ii) transmit the Services by any television or radio broadcast or by any other means or use the Services outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a portion of the Services, Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services; or (iii) insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements.
4. INTERNET ACCESS SERVICE. This Internet Access Service Section shall only apply if Internet Access Services are included in a Service Order under this Agreement; however, continued use of the Internet Service shall be subject to the provisions of this Agreement.
- a. Internet Service Speeds. City of Griffin shall use commercially reasonable efforts to achieve the Internet speed selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection.
 - b. Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by City of Griffin are the property of City of Griffin. [Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses]
 - c. Changes of Address. City of Griffin may change addressing schemes, including e-mail and IP addresses.

- d. No Liability for Risks of Internet Use. The Service, City of Griffin's network and the Internet are not secure, and others may access or monitor traffic.
 - e. No Liability for Purchases. Customer shall be solely liable and responsible for all fees or charges for online services, products or information. City of Griffin shall have no responsibility to resolve disputes with other vendors.
 - f. Blocking and Filtering. Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service. Except to the extent set forth in the Supplemental City of Griffin Business Security Service Section, City of Griffin shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. City of Griffin does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does City of Griffin warrant that the data or files will be free from computer viruses or other harmful components. City of Griffin has no responsibility and assumes no liability for such acts or occurrences.
5. Content Liability and Use Restrictions. City of Griffin exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's users use of the Hosting Service complies at all times with all applicable laws and regulations. Upon receipt of a subpoena or other court order City of Griffin may disclose any and all requested information collected from Customer to law enforcement authorities. The City of Griffin is an "agency" as defined by the Georgia Open Records Law and may, under proper request, be required to disclose public records, including this master Service Agreement, to third parties. If Customer engages in any of the following prohibited activities, City of Griffin shall have the right to suspend or terminate the Hosting Services and/or this Agreement:
- a. The hosting of unlicensed software.
 - b. Use of software or files that contain computer viruses or files that may harm user's computers;
 - c. Any attempt or actual unauthorized access by Customer or through Customer's equipment to any City of Griffin website or the website of any City of Griffin customer;
 - d. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the term of this Agreement and for three years thereafter;
 - e. Any action or inaction which is harmful or potentially harmful to the City of Griffin server structure;
 - f. Running a banner exchange, free adult thumbnail gallery and/or free adult image galleries on your website
 - g. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
6. Customer will make available to City of Griffin a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch pane. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for

the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.

7. **NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT.** Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. City of Griffin does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. City of Griffin assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. City of Griffin has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, City of Griffin should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at City of Griffin's discretion and at then-current commercial rates and terms.
8. **CUSTOMER USE.** Customer shall not re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of City of Griffin. Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by City of Griffin, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer shall not interfere with other customers' use of the Equipment or Services or disrupt the City of Griffin Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Agreement and/or all Service Orders in addition to any other rights or remedies City of Griffin may have.
9. **PERFORMANCE.** City of Griffin will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond City of Griffin's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by City of Griffin to perform its obligations under this Agreement, and Customer will not hold City of Griffin at fault for loss of Customer revenue or lost employee productivity due to Service outages.
10. **DEFAULT; SUSPENSION OF SERVICE; TERMINATION.** No express or implied waiver by City of Griffin of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including Termination, shall relieve Customer of its obligation to pay City of Griffin all amounts due.
 - a. **Default by Customer.** Customer shall be in default under this Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice:
 - i. Customer is more than 30 days past due with respect to any payment required hereunder;
 - ii. Customer otherwise has failed to comply with the terms of this Agreement or any other Service Order(s) incorporated herein.
 - (a) **Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Period upon thirty (30)

days prior written notice to City of Griffin, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any City of Griffin Equipment.

(b) City of Griffin's Right to Terminate and Termination Charge. If Customer is in default, City of Griffin shall have the right, at its option, without prior notice, and in addition to any other rights of City of Griffin expressly set forth in this Agreement and any other remedies it may have under applicable law to:

- b. Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay City of Griffin any amounts due under this Agreement (e.g., the MSFs) as if such suspension of Services had not taken place;
- c. Terminate the Services, this Agreement or the applicable Service Order(s).

(a) Customer's Right to Terminate and Termination Charge.

11. In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described above.

- i. Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by City of Griffin is limited to Services provided under the applicable Service Order(s) or this Agreement, if such noncompliance is not so limited, provided that City of Griffin's diligent efforts to correct such breach are not commenced and pursued within 30 days after City of Griffin's receipt of a written notice from Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

12. The Service is designed solely for use in Customer's business and is not available for residential customers. Customer is responsible for any misuse of the Service that occurs through Customer's account, whether by an employee of Customer's business or an authorized or unauthorized third-party. Customer is responsible for any and all e-mail addresses associated with the Customer's account. Customer must take steps to ensure that others do not gain unauthorized access to the Service. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point to the Service. If the Customer sells or resells advertising or web space to a third party, then the Customer will be responsible for the content of such advertising or on such web space and the actions of such third party. Customer will not resell or redistribute, or enable others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology, except as expressly provided in any contract for service. City of Griffin reserves the right to disconnect or reclassify the Service to a higher grade or to immediately suspend or terminate the Service for failure to comply with any portion of this provision or this Policy, without prior notice.

13. PROHIBITED ACTIVITIES USING THE SYSTEM, NETWORK, AND SERVICE: any activity or use of the Service which violates system or network security or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:

- a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, relay communication through a resource, or to breach security or authentication measures without express authorization of the owner of the system or network.
 - b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.
 - c. Interference with service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
 - d. Forging the header of any transmitted information packet, email, or Usenet posting.
 - e. Modifying or tampering with any hardware, software, or configuration provided by City of Griffin including but not limited to: routers, switches, access points, wireless gateways, security devices and cable modem configuration files.
 - f. Reselling or otherwise redistributing the Service.
 - g. Disrupting any aspect of the Service through any means.
 - h. Excessive use of bandwidth, that in City of Griffin's sole opinion, places an unusually large burden on the network or is deemed by City of Griffin to be above normal usage. City of Griffin has the right to impose limits on excessive bandwidth consumption via any means available to City of Griffin.
 - i. Assuming or assigning a City of Griffin IP address that was not allocated to the user by City of Griffin or its network - all City of Griffin Internet users must use DHCP assigned by the Service to acquire an IP address or utilize a Static IP address provided by City of Griffin.
 - j. Running any type of server on City of Griffin's system that is intentionally used to disrupt other users of the Service or users of the Internet in general.
14. NO ILLEGAL OR FRAUDULENT USE: The Service may be used only for lawful purposes. Customer will not use or allow others to use the service in any manner that is in violation of any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Service to impersonate a person or entity is not permitted.
15. NO COPYRIGHT OR TRADEMARK INFRINGEMENT: City of Griffin reserves the right to suspend or terminate accounts which are in violation of Copyright Infringements..
16. NO SPAM: Users may not send any unsolicited bulk email or electronic communication including, but not limited to, instant messenger programs, IRC, Usenet, etc. that promotes or advertises a cause, opinion, money making opportunity, or the like that the recipient did not specifically request from the sender ("Spam"). All commercial email messaging must comply with the Federal, State, and Local law, such as the CAN-SPAM Act (See: <http://www.business.ftc.gov/documents/bus61-can-spam-act-compliance-guide->

business and <http://uscode.house.gov/download/pls/15C103.txt>) These communications do not necessarily have to pass through the Service's email infrastructure - it only needs to originate from a Service User.

- a. City of Griffin maintains a zero-tolerance policy on Spam for all of its Internet products and may take immediate action against users violating this AUP. City of Griffin reserves the right to impose certain limitations on use of the Service's email.
 - b. The Services may not be used to collect responses from unsolicited communication regardless of the communication's origination. Moreover, unsolicited communication may not direct the recipient to any web site or other resource that uses the Service and the user may not reference the Service in the header or by listing an IP address that belongs to the Service in any unsolicited communication even if that communication is not sent through the Service or its infrastructure.
 - c. Users may not send any type of communication to any individual who has indicated that he/she does not wish to receive messages from them. Continuing to send email messages to anyone that has expressly requested not to receive email from a User is considered to be harassment. . Customer is responsible for maintaining confirmed opt-in records and must provide them to City of Griffin upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily.
17. NO SYSTEM DISRUPTION: Customer will not use, or allow others to use, the Service to disrupt degrade, and/or otherwise adversely affect City of Griffin's network or computer equipment owned by City of Griffin or other City of Griffin customers.
18. SECURITY/ABUSABLE RESOURCES: User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abusable resources include but are not limited to: open news servers, open SMTP servers, insecure routers, wireless access and insecure proxy servers. Upon notification from City of Griffin, Users are required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.
19. NO "HACKING": Customer will not use, nor allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.
20. NETWORK MANAGEMENT: City of Griffin reserves the right to use a changing variety of reasonable network management techniques including but not limited to (i) allocation a fixed maximum amount of bandwidth to non-customers seeking to upload peer-to-peer files from customers; (ii) utilizing STM technology to prioritize traffic during times of peak congestion; and (iii) implementing filtering and spam detection techniques to manage reliable email sources and mitigate spam. In limited instances, these techniques may affect the throughput rate at which customers may send and receive data, non-customers' ability to establish session connections within the network (such as peer-to-peer sessions), or result in the delay of certain traffic during times of peak congestion.
21. Viruses: Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, "Trojan horses", denial of service attacks bots. City of Griffin will take appropriate (as decided by City of Griffin's sole discretion) action against Users infected with computer viruses or worms to prevent further spread.

22. **ENFORCEMENT:** City of Griffin reserves the right to investigate violations of this Agreement, including the gathering of information from the Customer or other Users involved and the complaining party, if any, and the examination of material on City of Griffin's servers and network. City of Griffin prefers to advise Users of Agreement violations and any necessary corrective action but, if City of Griffin, in its sole discretion, determines that a User has violated the Agreement, City of Griffin will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, reduction of service resources, and termination of service. City of Griffin is not liable for any such responsive action and these actions are not exclusive. City of Griffin may take any other legal or technical action it deems appropriate.
23. **REVISIONS TO AGREEMENT:** City of Griffin reserves the right to update or modify this agreement at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Agreement. Notice of modifications to this Agreement may be given by posting such changes to City of Griffin's homepage (www.CityofGriffin.com), by email or by conventional mail, and will be effective immediately upon posting or sending. Customers should regularly visit City of Griffin's website and review this Agreement to ensure that their activities conform to the most recent version. In the event of a conflict between any customer or customer agreement and this Agreement, the terms of this Agreement will govern.