# CITY OF WILLIAMSPORT, PA
# RESOLUTION

RESOLUTION # 9808 DATE 7-11-24

TITLE

**RESOLUTION AUTHORIZING THE PURCHASE OF WIRELESS CONNECTIVITY FROM RIVER VALLEY INTERNET, LLC, TO CONNECT TRADE & TRANSIT I AND THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS** desires to contract with River Valley Internet, LLC to provide a 1 Gigabit Ethernet Virtual Line for network traffic between Trade & Transit I (100 West 3rd Street) and the Department of Public Works (1550 West 3rd Street);

**WHEREAS** the City of Williamsport desires to authorize the purchase of said wireless connectivity for a term of three (3) years with an option for renewal;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Williamsport that the Agreement attached hereto between the City of Williamsport and River Valley Internet, LLC is hereby approved for a term of 36 months in monthly amount not to exceed $600, plus a one-time installation fee of $500, coming out of the Information Technologies Contracted Services Budget; and,

**BE IT FURTHER RESOLVED** that the City Council of the City of Williamsport authorizes the appropriate City Officials to execute the attached Agreement, and to take such other steps necessary to carry out the intent of this Resolution.

**Approved**

Janice M. Frank
City Clerk

President

RIVER VALLEY INTERNET ETHERNET VIRTUAL LINE

This is Schedule 01 of the River Valley Internet Service Agreement dated June 13th, 2024 ("SA") by and between **River Valley Internet, LLC** and **City of Williamsport** ("Customer"). Customer orders and River Valley Internet agrees to provide the Services and Equipment identified in the Schedule below, in addition to Services and Equipment identified in previous Schedules. Nothing in this Schedule nullifies, removes, or changes any Services or Equipment in previous Schedules unless explicitly stated as such.

**Service Location A:**
1550 W 3rd Street, Williamsport, PA 17701

**Service Location Z:**
100 W 3rd Street, Williamsport, PA 17701

**Term: 36 Months**
**Total Non-Recurring Costs: $500**
**Total Recurring Monthly Costs: $600**

**Delivery Estimate: 60 days after contract signing.****
** Delivery date may decrease or increase depending on make-ready, equipment availability and construction delays. Your account manager will keep you informed on any changes.

**Service: Ethernet Virtual Circuit: 1 Gigabit Per Second Symmetrical**

1. **Obligations of Customer:** Customer shall properly use any equipment, software, or access capabilities obtained from River Valley Internet and shall surrender the equipment and software in good working order to River Valley Internet at a place specified by River Valley Internet and terminate all use of any access capability upon termination or expiration of this Schedule. Customer agrees that all Equipment and Services provided by River Valley Internet hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements between River Valley Internet and River Valley Internet's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

2. **Equipment or Software Not Provided by River Valley Internet**:
**A)** Upon notice from River Valley Internet that the facilities, services, equipment or software not provided or approved by River Valley Internet is causing or is likely to cause hazard, interference, or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests River Valley Internet to troubleshoot difficulties caused by the equipment or software not provided by River Valley Internet, and River Valley Internet agrees to do so, Customer shall pay River Valley Internet its then current rates.
**B)** River Valley Internet reserves the right to approve/reject the make, model and or software of the Customer provided router and modem to be used as the gateway to the River Valley Internet network. River Valley Internet will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.

3. **Internet Acceptable use Policy and Security**:
**A)** Customer shall comply, and shall cause all Service users to comply with River Valley Internet's Acceptable use Policy ("AUP") which River Valley Internet may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.rivervalleyinternet.net/acceptable-use-policy.html
**B)** Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of River Valley Internet Service, notwithstanding any notice requirements provisions of the SA.
**C)** Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by River Valley Internet. Customer will defend and indemnify River Valley Internet and its affiliates with respect to claims arising from Customer's or third parties' usage of River Valley Internet's internet access through Customer's hardware or software.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the SA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

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| **River Valley Internet, LLC**<br>**River Valley Internet's Signature:** | | **City of Williamsport**<br>**Customer's Signature:** | |
| **Printed Name:** | Matt Hoppes | **Printed Name:** | |
| **Title:** | CEO | **Title:** | |
| **Date:** | **06/13/2024** | **Date:** | |

**River Valley Internet Ethernet Virtual Line**

**1. Provision of Services and Equipment**

a. River Valley Internet ("RVI") will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this Service Agreement (SA) and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this SA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this SA shall control.

c. River Valley Internet will provide, maintain and repair the River Valley Internet owned facilities and equipment used to provide the Services ("River Valley Internet's Network"), up to and including the point at which River Valley Internet's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide River Valley Internet reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any River Valley Internet Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by RVI for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing RVI to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of RVI may perform maintenance work with respect to RVI's Network. Any repair, alteration, configuration or servicing of RVI's Network, Services or Equipment by Customer or third parties without the written consent of RVI is a material breach of this SA and cause for termination at RVI's option.

e. If RVI is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by RVI, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse RVI for all costs incurred for installation, maintenance and repair if: (i) RVI's Network is altered, maintained or repaired by any party other than RVI, without RVI' prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than RVI (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to RVI's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of RVI's Network in accordance with manufacturer's documentation and RVI's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. RVI may, when authorized by Customer and as may be agreed to by RVI, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to RVI's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. RVI shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by RVI. Customer is responsible to provide equipment compatible with the Service or Equipment and RVI's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and RVI's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for ensuring that all of Customer's data are adequately secured, documented and backed-up at all times. RVI and its contractors are not responsible or liable for data loss for any reason.

CUSTOMER INITIALS: _____ DATE: _____

j. RVI will manage the RVI Network in RVI's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. RVI will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. RVI reserves the right to suspend Service for emergency maintenance to RVI's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this SA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

**2. Term**

The term of this SA will commence as of the date identified in the introductory paragraph above or the date the service is physically delivered to Customer, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this SA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following RVI's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this SA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

**3. Payment**

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. RVI will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on RVI's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or RVI initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies RVI may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of ten percent (10%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify RVI of the dispute in writing, providing an explanation of the basis for the dispute. If RVI does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. RVI reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

**4. Cancellation and Early Termination Charges**

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of RVI in connection with establishing the Service prior to RVI's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to RVI. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by RVI or by RVI due to Customer's breach, then Customer shall pay RVI a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that RVI's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

**5. Limitation of Liability and Warranty Provisions**

a. The liability of RVI and its affiliates related to this SA or the Service or Equipment provided under this SA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In

cases of an Outage, RVI's liability shall be limited to 1/720 of the MRC for each hour after RVI is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of RVI's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside RVI's direct control. Notwithstanding the above, RVI will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of RVI. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL RVI OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. RVI AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. RVI warrants that RVI's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of RVI's failure to maintain RVI's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), RVI's sole obligation is to repair the affected Service at RVI's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND RVI DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO RVI'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. RVI DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR- FREE, OR SECURE.

d. This SA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by RVI. Customer agrees that RVI has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of RVI's Services and/or the Equipment provided under this SA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and RVI's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between RVI and RVI's vendors.

f. No action, regardless of form, arising out of this SA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

g. **Service Level Agreements** - Upon notification of an outage affecting a connection RVI shall dispatch a technician within 2 hours and will immediately begin diagnosing and working to restore service in a timely manner.

**6. Indemnification**

Customer shall indemnify, defend and hold RVI and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this SA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this SA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by RVI, or any modification of the Equipment or Services by anyone other than RVI; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this SA.

**7. Confidentiality**

a. Both parties agree that all terms and conditions set forth in this SA shall be considered confidential, and that details of the terms of this SA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and RVI may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and RVI agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality

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no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and RVI, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and RVI.

d. Notwithstanding anything herein to the contrary, RVI shall have the right to include Customer's name in a public list of current customers who use RVI's services, provided RVI does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, RVI may publicly identify Customer as a new customer of RVI or an existing customer obtaining expanded or additional services from RVI, as the case may be.

**8. Breach**

a. Breach by Customer: If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this SA or any Schedule and such failure continues for thirty (30) days after notice, then RVI may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this SA and all Schedules. Notwithstanding the foregoing, RVI may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, RVI may terminate any or all Services, retrieve RVI Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the RVI Network or Service; (ii) if, in the reasonable judgment of RVI, Customer's use of the RVI Network or Service has or will damage or have an adverse effect on RVI's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting RVI from furnishing the Equipment or Services to Customer.

b. Breach by RVI: If RVI has not remedied any breach within thirty (30) days after RVI's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by RVI.

**9. Force Majeure**

In no event will RVI or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

**10. Assignment**

This SA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that RVI may assign this SA to any successor to the business of RVI by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with RVI. RVI may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

**11. Work Site Conditions**

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this SA, RVI will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by RVI.

b. Customer agrees to release, indemnify, defend and hold harmless RVI from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

**12. Title and Risk of Loss**

a. Risk of loss or damage for RVI Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any RVI Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of RVI or RVI's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this SA or any Schedule (in whole or in part), all RVI property shall be returned to RVI in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any RVI identifying plates, tags or labels. In the event RVI property is not returned to RVI in accordance with this Section, Customer will be billed for and pay

to RVI an amount equal to the retail value of the RVI property, except to the extent such failure is caused by the negligence or willful misconduct of RVI or its agents.

**13. Competition**
Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this SA, and has freely elected to enter into this SA in order to receive the benefits it offers.

**14. Government Regulation**
To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this SA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. RVI reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents RVI from furnishing such Service, or (ii) has a material negative impact on RVI's performance hereunder or the benefits provided by this SA. If provision of any Service pursuant to this SA is subject to advance approval of the FCC and/or any state public utilities commission, this SA shall not become effective with respect to such Service until after receipt by RVI of written notice of such approval.

**15. Governing Law**
This SA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and RVI consent to personal jurisdiction in such courts.

**16. No Waiver**
If either party fails, at any time, to enforce any right or remedy available to it under this SA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

**17. Severability**
A declaration by any court, or other binding legal source, that any provision of this SA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this SA, unless the provisions are mutually dependent.

**18. Notice**
All notices provided pursuant to this SA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

**19. Independent Relationship**
Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

**20. Dispute Resolution**
Except as otherwise specifically provided in or permitted by this SA, all disputes arising in connection with this SA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and RVI agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

**21. Authorization and Entire Agreement**
Each party represents that the person executing this SA is authorized to enter into this SA on its behalf. This SA, the terms and conditions at http://www.rivervalleyinternet.net/terms-of-service.html, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This SA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this SA.

CUSTOMER INITIALS: _____ DATE: _____

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

_____

_____

By: _

Name: Dirk Slaughter

Title: Mayor

Name: Margaret J. Hosking

Title: Controller

Name: James M. Frank

Title: City Clerk

Date: 9-11-24

CUSTOMER INITIALS: _____ DATE: _____