

West Sonoma County Internet Cooperative Corporation (WSCICC)

Service Agreement

I, _____ the undersigned, agree to the Terms, Conditions, By-Laws, and Service Agreement of the West Sonoma County Internet Cooperative Corporation (Cooperative) and desire to become a Member of the Cooperative.

- I have received a copy of and have read the Cooperative's By-Laws
- I have received a copy of the Cooperative's Service Agreement
- I have paid the Membership Fee that entitles me to me a Member of the Cooperative
- I understand that my monthly Access Fee charge will commence for the month following my first access to the Cooperative's Network and is payable under the terms shown in the Service Agreement.
- The Cooperative's receipt of funds from you that are applied against the membership fee due shall constitute your agreement with the terms herein.

Signature

Date

Address, City, Zip Code

Phone Number

Email Address

Cooperative Copy

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Signature

Date

Address, City, Zip Code

Phone Number

Email Address

Member Copy

West Sonoma County Internet Cooperative Corporation

Service Agreement Effective July 1, 2009

This Agreement is made by and between the Western Sonoma County Internet Cooperative Corporation (Cooperative), a cooperative association incorporated under the laws of the State of California, and the individual or business (Member)(You) designated on the Membership Agreement.

General Agreement. You and the Cooperative agree that our primary mutual objective under this Agreement is to provide Internet access to you by means of shared facilities designed, acquired, housed and maintained by the members of the Cooperative, including yourself, acting as unpaid volunteers for all members' mutual benefit.

The General Agreement notwithstanding, the details of this agreement are as follows:

The Cooperative agrees:

1. To provide operational, technical, and administrative mechanisms to ensure fair and open communications between Member and the Internet, as well as among members, without discrimination as to network origin or data route, type, or content;
2. To regulate Member's network usage only to the extent necessary to provide a reliable network in a rural setting at reasonably low cost;
3. To promote the greater connectivity of cooperative and community networks; and
4. To provide Member with 30 days notice by email of changes to the Cooperative's fees and policies;

Member Agrees:

1. To pay the membership and connection fees set by the Cooperative's Board of Directors;
2. To provide time and expertise, to the extent practical, should it be needed, to assist the Cooperative in meeting its goals;
3. To notify the Cooperative immediately at treasurer@wscicc.org of any changes in member's email, telephone number or physical address.
4. Member has received a copy of and accepts the Bylaws of the Cooperative.

Service Periods. The Start of Services begins on the day your endpoint transceiver successfully communicates, in the opinions of the Member and the Technical Group, with one of the Cooperative's access points. The service ends the last day of the quarter in which service began and shall automatically renew for successive quarterly terms unless otherwise cancelled.

Connections: Your immediate connection to the wireless network is between an endpoint transceiver, which you provide at your site, and an access point transceiver which may be provided by another Member. Depending on the location of the nearest access point, you may be required to purchase additional equipment to support your connection. This equipment may be located at a different physical location from your residence. Other access points in the network, and their corresponding endpoint transceivers, may differ considerably from yours. Your access point shall be shared typically by many members; your residence may not only have broadband access to the Internet but may also be a relay station that allows others in the Coop to have broadband access.

Limitations. The Cooperative's distribution network shall be generally planned, installed, and maintained by the members of the Cooperative acting as unpaid volunteers. Distribution nodes such as access points, relay points and routers shall be generally located at and in the homes of members. Therefore, the availability of Services is highly dependent on volunteers: absent qualified volunteers, whether due to vacations, happenstance, or dispositions of individuals, outages may not be timely repaired; and equipment relocation due to loss of equipment sites may cause extended or permanent loss of Services to you. Degradation of established Services may be caused by obstruction of the transmission path between your site and the access point, a clear line of sight between access point and endpoint being necessary for reliable communication. Extended or permanent suspension of Services may result from termination of Internet access by the Cooperative's access provider.

Rates. Rates are determined by the Cooperative, and are subject to change. The current non-refundable membership fee is \$50 (fifty dollars) to join the Cooperative and \$25 (twenty-five dollars) per month for Internet access, paid quarterly, in advance. Business Member rates may be different as determined by the Cooperative on a case-by-case basis. Members are not required to have Internet access through the Cooperative. The Cooperative shall notify you in writing at least thirty days before any change in fees. In the event of a fee increase, you may terminate Services and incur no termination charges by notifying the Cooperative in writing at least fourteen days before the effective date of the increase. Otherwise, you are responsible for payment of fees for the Service Period at the new prices.

Payment Charges. You agree to pay all charges incurred, including all applicable sales and use taxes as well as duties or levies. You are responsible for payment of each Service Period whether or not Services are continuously provided throughout the Period unless Internet access is generally unavailable at your wireless access point for 10 consecutive days. You shall receive credit for the full interval during which Services are unavailable. Should Services be terminated before the end of a quarter for which prepayment has been made, the Cooperative shall refund an amount corresponding to Service Period not received less charges for unanticipated Services received.

Billing Cycle. You will be billed quarterly (January, April, July, October) at your email address of record. The billed amount is payable on or before the beginning of the quarter. A grace period of twenty days from the invoice due date is given for accounts. A late charge of \$10 may be charged if payment is not received by the end of the grace period. After thirty days without payment, the Directors may vote to suspend your membership and terminate your Internet Services.

At the beginning of your first Service Period you will receive an invoice covering the remainder of your first quarter of Services, and if thirty days or fewer remain in the quarter ending, the invoice will include fees for the following quarter.

Invoicing. All invoicing is done by email to the Member's email address of record. Approximately thirty days prior to the beginning of each calendar quarter, the Cooperative shall deliver an invoice to you covering anticipated Services for the quarter beginning and charges for unanticipated Services for the quarter ending. The invoice identifies the due date, the amount and the address to send payments to.

Nonpayment. The Cooperative is made up of your neighbors and friends. Non-payment and/or untimely payment of your share of the Cooperative's connection cost will badly reflect your standing with them. It is possible they will have to pick up the costs incurred due to your nonpayment. Additionally, the Cooperative may take remedial action, including terminating your service, as they determine necessary as set forth in this document and in the Cooperative's By Laws.

Ownership, Maintenance and Replacement of Equipment. You agree to provide, at your own expense, all necessary preparations required to comply with the Cooperative's installation and maintenance specifications for your site, including but not restricted to purchase, installation, and maintenance of antennas, antenna cables, grounding provisions, endpoint transceiver, and any other equipment at or extending from your site related to your use of Services.

Protection of Your Site, Equipment, Data and Service. You accept all responsibility for the installation and maintenance of any external antennas in compliance with local electrical and building codes and in a manner that will minimize lightning damage to any structure or equipment to which antennas or antenna cables are attached, even if members of the Cooperative provided volunteer assistance with the design and installation of your equipment.

You provide, at your expense, adequate insurance covering antennas, antenna cables, equipment connected to external antennas, and structures, which might be affected by lightning strikes on external antennas.

You arrange backup Internet access, at your expense, via a service provider if you depend on Internet access.

You provide any software or equipment which you may need, at your expense, to protect data and software at your site against unauthorized access, theft or damage via the Cooperative's network.

The Cooperative's Acceptable Use Policy. The Acceptable Network Use Policy (*AUP*) is determined by the Cooperative and is subject to change. The Cooperative shall notify you in writing or by email at least thirty days

before any change in the AUP, whereupon you may terminate services and incur no termination liability by providing the Cooperative with a termination request in writing or by email to treasurer@wscicc.org at least fourteen days before the effective date of the change.

You agree to abide by the current AUP and to not use Services:

1. In violation of the law or in aid of any unlawful act.
2. To access, alter, or destroy any information of another by any fraudulent means or device, or to attempt to do so.
3. To interfere with or disrupt other network users, network services or network equipment, whether intentionally or not.
4. To adversely impact network performance for other Members such as hosting business web sites, using peer-to-peer networking, etc. or,
5. Cause the Cooperative to be in violation of contracts with its providers of network services.

You agree to be solely responsible for the content of any transmissions over the Internet by yourself and any third party who uses your facilities, other than a member of the Cooperative who has signed an independent agreement with the Cooperative to comply with the AUP.

Relays at Your Site. If you provide a wireless relay or access point at your site for inclusion in the wireless network managed by the Cooperative for the mutual benefit of its members, you agree to maintain, protect, insure, and power all equipment including but not limited to antennas, endpoint transceiver, access point transceiver, relay transceiver, and hub or router as well as cables and whatever grounding provisions you require.

Propagation of Services to Others. You agree to provide access only to members of your household or business and your guests in that household or business entity.

Warranties. The Cooperative disclaims all express and implied warranties, including the warranties of merchantability and fitness for any particular purpose.

Obsolescence of Equipment. The Cooperative may from time to time upgrade its Services to comply with Internet standards or to improve the performance, availability, maintainability or coverage of its network. You agree that, beyond reasonable planning for orderly migration, the Cooperative shall not be liable to you should any such upgrades cause your equipment to become obsolescent or obsolete, require modification or alteration, or otherwise affect the performance of your equipment.

Control of Equipment. You agree that the Cooperative may perform exclusive network management of your transceiver including, but not limited to, upgrading firmware and disabling of your transceiver if the Cooperative determines that its operation is disruptive to the network or you are in violation of this AUP. Similarly, if your site provides a wireless relay or access point, you also agree that the Cooperative may exclusively manage the relay or access point.

Limitation of Liability. The Cooperative shall not be liable, either in contract or in tort, for damage to you out of your use or inability to use Services or products provided hereunder. The Cooperative shall not be liable for unauthorized access to your transmission facilities or your premise equipment; or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, even should such access occur as a result of the Cooperative's negligence.

Your sole remedy for non-performance of Services under this Agreement shall be repair or replacement of Services. You waive all other rights and remedies at law or in equity.

In no event shall the Cooperative or its officers, agents, or members be liable under any circumstances for any other damage including lost profits, loss of data, or special, indirect, incidental, exemplary, or consequential damages, for any cause whatsoever, regardless of the form of action, even if the Cooperative has been advised of the possibility of such damages to you.

Default. If you default, the Cooperative may terminate Services and retake possession of the Cooperative's Service Equipment (before, during or after action to recover sums hereunder), retain all payments made hereunder, and

recover charges and costs, which you owe as well as any other damages the Cooperative may have sustained because of your default. "Default" shall mean that you have become subject to a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; make an assignment for the benefit of creditors; admit in writing your inability to pay debts when due; or fail within ten (10) days after written notice to remedy any breach of this Agreement.

Interruption of Service. The Cooperative may interrupt Services immediately after an attempt to notify you by telephone in any event where the Cooperative has determined that you are in breach of the AUP. Services shall be timely reinstated after the Cooperative determines that the condition has been remedied.

Indemnities. You agree to indemnify the Cooperative, its officers and its directors and hold such persons harmless from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by:

1. Acts or omissions of you or your household or business, officers, employees, agents, contractors or volunteer assistants that arise out of or are caused by the construction, installation, maintenance, presence, use or removal of systems, antennas, terminal equipment or software that are or have been connected to the Cooperative Services and that result in claims and demands for damages to property or for injury or death to persons including payments made under any Worker's Compensation Law or under any plan for employee's disability or death benefits;
2. Claims for libel, slander, invasion of privacy or infringement of copyright, and invasion or alteration of private records or data arising from any information, data or message transmitted over the network from your facilities, and
3. Claims for infringement of patents arising from the use of equipment, software, apparatus and systems not provided by the Cooperative in connection with Services.

The provisions of this Part shall remain in force for three years after your final Service Period.

General.

1. You shall not assign or transfer your Membership without the prior written consent of the Cooperative.
2. The Cooperative shall not be responsible for performance of its obligations hereunder where delayed or hindered by the unavailability or unwillingness of volunteer members to perform necessary duties.
3. Any legal action arising out of failure, malfunction or defect in Services shall be brought before the appropriate court in the State of California within one year of the occurrence or is deemed waived.
4. You are responsible for assessing your own need for property, casualty, liability insurance against all risks including but not limited to: lightning damage or injuries associated with installation and maintenance of your equipment. You shall bear the risk of loss to your equipment and agree to not make any claims against others for any such property loss.
5. This Agreement shall be governed by the laws of the State of California.
6. Should any part, section or other portion of the Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.
7. This Service Agreement together with the current Bylaws constitutes the entire agreement between the parties. The parties hereby specifically advise each other that any representations inconsistent with the terms and conditions contained herein made by any officer, agent or employee are wholly unauthorized and are specifically repudiated.