



Project title: Increase bandwidth for Everett Channel Internet Connection

City Council Agenda Item Cover Sheet

Council Bill #

Consideration:

Agenda dates requested:

09/09/2020

Project: Increase bandwidth for Everett Channel Internet Connection

Partner/Supplier: Northwest Fiber, LLC. on behalf of Ziplly Fiber (aka Frontier)

Location:

Preceding action: None

Fund: 507/Telecom

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

City_of_Everett_AUP-FBOV_Schedule.pdf

Department(s) involved:

Legal

Contact person:

Judie Shirley

Phone number:

425-257-7700

Email:

jshirley@everettwa.gov

Fiscal summary statement: The current Everett Channel Internet connection annual cost is \$1,626.24 paid by the 507/Telecom Fund. The new Internet connection annual cost will be \$1200.00. No budget amendment is needed.

Project summary statement: The attached schedule will increase Everett Channel's internet bandwidth from 20Mbps/4Mbps to 100Mbps/100Mbps. The increased bandwidth is needed to better support the remote Council meetings via Teams. Northwest Fiber, LLC. on behalf of Ziplly Fiber (aka Frontier) has provided the attached schedule for the City of Everett to sign. With the new schedule, the annual cost saving will be \$426.24 with a significant increase in Internet bandwidth for Everett Channel. The schedule is a three year commitment.

Initialed by:

Department head

Administration

Council President

Recommendation (exact action requested of Council): Authorize the Mayor to sign the Northwest Fiber, LLC. on behalf of Ziplly Fiber (aka Frontier) schedule in the amount of \$1,200, annually, plus taxes and fees.



**Fiber Broadband and OneVoice Schedule
LEGACY and CT
Business**

This is Schedule Number S-0001011250 to the Ziplly Fiber Services Agreement dated AUGUST 3, 2020 ("ZFSA") by and between City of Everett ("Customer") and Northwest Fiber, LLC. on behalf of itself and its affiliates ("Ziplly Fiber"). Customer orders and Ziplly Fiber agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 3002 WETMORE AVENUE STE RECROO, EVERETT, WA 98201
Schedule Type/Purpose: REVISION TO UPGRADE EXISTING SERVICES

Schedule Date: AUGUST 3, 2020
Service Term: 36 MOS

Single Play: Fiber Broadband	Service	Qty	NRC (x Qty)	MRC (x Qty)
Fiber 100 Broadband	RENEW + UPGRADE	1	\$ 0.00	\$ 90.00
Fiber 500 Broadband		0	\$	\$
Fiber 1000 Broadband		0	\$	\$
Fiber Broadband per BDT#:		0	\$	\$
Fiber Static IP Option add \$5.00	RENEW	1	\$ 0.00	\$ 10.00
Fiber Static IP Block (5 usable IPs)		0	\$ 0.00	\$
Fiber Static IP Block (13 usable IPs)		0	\$ 0.00	\$
Double Play: OneVoice + Fiber Broadband	Service	Qty	NRC (x Qty)	MRC (x Qty)
OneVoice + Fiber 100 Broadband Select		0	\$	\$
OneVoice + Fiber 500 Broadband Select		0	\$	\$
OneVoice + Fiber1000 Broadband Select		0	\$	\$
OneVoice + Fiber Broadband per BDT#: Select		0	\$	\$
Fiber Static IP Option add \$5.00		0	\$ 0.00	\$
Fiber Static IP Block (5 usable IPs)		0	\$ 0.00	\$
Fiber Static IP Block (13 usable IPs)		0	\$ 0.00	\$
Double Play: Smart Voice + Fiber Broadband (Only Premium Plus; First Seat)	Service	Qty	NRC (x Qty)	MRC (x Qty)
SmartVoice + Fiber 100 Broadband Select		0	\$	\$
SmartVoice + Fiber 500 Broadband Select		0	\$	\$
SmartVoice + Fiber1000 Broadband Select		0	\$	\$
SmartVoice + Fiber Broadband per BDT#: Select		0	\$	\$
Fiber Static IP Option add \$5.00		0	\$ 0.00	\$
Fiber Static IP Block (5 usable IPs)		0	\$ 0.00	\$
Fiber Static IP Block (13 usable IPs)		0	\$ 0.00	\$
OneVoice Service		Qty	NRC (x Qty)	MRC (x Qty)
OneVoice Nationwide		0	\$	\$
OneVoice Local		0	\$	\$
OneVoice 100		0	\$	\$
OneVoice Features (add \$9.99 to both MRC columns if "All in" is selected below)			\$ 0.00	
▪ All product speeds referenced above are "up to" available speeds. Actual speeds may vary and are dependent on various issues such as network requirements, customer location and equipment. ▪ A \$9.99 processing fee will apply upon disconnection of Internet Service.		Schedule Total:	NRC	MRC
			\$	\$
OneVoice Features:				Rate
Basic Features: included in MRC (check all that apply)				included
One Flat Rate Business Access Line (includes Extended Community Calling, Extended Area Service and Touch Tone)	<input type="checkbox"/> Anonymous Call Rejection <input type="checkbox"/> Caller ID Name and Number <input type="checkbox"/> Basic Call Forward All Calls Variable <input type="checkbox"/> Hunting <input type="checkbox"/> Call Forward Busy Fixed	<input type="checkbox"/> Call Forward No Answer Fixed <input type="checkbox"/> Voicemail – Basic <input type="checkbox"/> Call Waiting / Cancel Call Waiting <input type="checkbox"/> Call Transfer/3 way		
Optional Features: Check individual requested additional features, or "All In" <input type="checkbox"/>				\$9.99 if 1 or more features are checked subject to feature availability.
<input type="checkbox"/> Automatic Busy Redial <input type="checkbox"/> Automatic Call Return <input type="checkbox"/> Distinctive Ring	<input type="checkbox"/> Selective Call Acceptance <input type="checkbox"/> Selective Call Forwarding <input type="checkbox"/> Selective Call Rejection	<input type="checkbox"/> Speed Dial 30 <input type="checkbox"/> VIP Alert / Priority Call <input type="checkbox"/> Voicemail - Deluxe		
Equipment and Installation/Activation Services		Qty	NRC	MRC (x Qty)
Router: Select		0	\$	\$

OneVoice SERVICE DESCRIPTION:

- o **Main Line** – business line with the following features:
 - Nationwide Unlimited- Unlimited domestic LD plus unlimited local (voice traffic only), Acceptable Use Policy applies. No call detail record provided for OneVoice Nationwide.
- o **Optional All in Feature Package:** Customer may choose any or all from the available feature list for an additional fee
- o **Usage:**
 - The following usage types **WILL BE** included in the plan:
 - ✓ Domestic outbound interstate, intrastate and IntraLATA long distance usage
 - ✓ Certain offshore outbound usage to U.S. Territories
 - The following usage types **WILL NOT BE** included in the plan:
 - ✓ Domestic and Canadian inbound (toll free) long distance usage
 - ✓ International usage
 - ✓ Directory Assistance
 - ✓ Information service calls (900)
 - ✓ Dial-up Internet calls (will be billed at \$0.10 per minute)
 - ✓ Telesales and telemarketing applications using auto dialers

Availability. OneVoice is available only for customers with a maximum of twenty-five (25) business lines. OneVoice is not available with Centrex lines, foreign exchange central office services or public telephone services and analog to digital conversion, digital PBX services or the equivalents of any such services.

Acceptable Use Policy applicable on OneVoice Nationwide: OneVoice long distance minutes are only available on line(s) for commercial domestic outbound long distance voice usage. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to an alternative voice service with charges for local and long distance calling.

Internet Acceptable Use Policy and Security.

- o Customer shall comply, and shall cause all Service users to comply, with Ziplly Fiber’s Acceptable Use Policy (“AUP”), which Ziplly Fiber may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.ziptyfiber.com/policies/commercial_aup/
- o 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 Ziplly Fiber Internet Service, notwithstanding any notice requirement provisions of the ZFSA.
- o 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 Ziplly Fiber. Customer will defend and indemnify Ziplly Fiber and its affiliates with respect to claims arising from Customer’s or third parties’ usage of Ziplly Fiber Internet access through Customer’s hardware or software.

Equipment.

- o Customer acknowledges and agrees that the Equipment and Services provided by Ziplly Fiber hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Ziplly Fiber and Ziplly Fiber’s vendors, and **all applicable licenses are subject to the manufacturer’s end user license terms and conditions.**
- o Ziplly Fiber retains title to leased Equipment. Ziplly Fiber retains title to purchased Equipment until the Ziplly Fiber is paid in full. Customer grants a security interest in the purchased Equipment to Ziplly Fiber, pending full payment, and shall take all additional measures necessary to perfect such security interest at Ziplly Fiber’s request.
- o Equipment is warranted pursuant to the applicable manufacturer’s standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule 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 Ziplly Fiber or the third party manufacturers. Customer agrees that Ziplly Fiber has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ZIPLY FIBER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**
- o The Equipment may contain certain software code that is developed by third parties, including software code subject to the GNU General Public License (“GPL”) or GNU Less General Public License (“LGPL”). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the following website: <https://ziptyfiber.com/helpcenter/categories/internet/other-services/open-source-software-portal>.

Early Termination Charge for Broadband

- o Notwithstanding section 4 of the ZFSA, if Customer terminates the Service for any reason other than breach by Ziplly Fiber or by Ziplly Fiber due to Customer’s breach, then Customer shall pay Ziplly Fiber a termination charge equal to the following calculations:
 - o **For a 12 month Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$33.33 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. The cancellation charge shall not exceed \$400.00.
 - o **For a 24 Month Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$25.00 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. Customer The cancellation charge shall not exceed \$600.00.
 - o **For a 36 Month Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$22.22 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated. The cancellation charge shall not exceed \$800.00.

Early Termination Charge for SmartVoice Service

- Notwithstanding section 4 of the ZFSA, if Customer terminates the Service for any reason other than breach by Ziplly Fiber or by Ziplly Fiber due to Customer’s breach, then Customer shall pay Ziplly Fiber a termination charge equal to the following calculations:
- **For any Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$16.66 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated.

Early Termination Charge for OneVoice Nationwide, OneVoice Local Services


- Notwithstanding section 4 of the ZFSA, if Customer terminates the Service for any reason other than breach by Ziplly Fiber or by Ziplly Fiber due to Customer’s breach, then Customer shall pay Ziplly Fiber a termination charge equal to the following calculations:
- **For any Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$29.99 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated.

Early Termination Charge for OneVoice 100

- Notwithstanding section 4 of the ZFSA, if Customer terminates the Service for any reason other than breach by Ziplly Fiber or by Ziplly Fiber due to Customer’s breach, then Customer shall pay Ziplly Fiber a termination charge equal to the following calculations:
- **For any Service Term:** Customer shall pay Ziplly Fiber a termination charge equal to \$34.99 multiplied by the number of months remaining in the Service Term and any applicable taxes and surcharges. Partial months shall be prorated.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. 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 ZFSA, is the entire agreement between the parties with respect to the Services and 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.

Zipty Fiber

Signature: 
 Printed Name: Tim Ross
 Title: Director of Sales
 Date: 08 / 24 / 2020

CITY OF EVERETT

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____



ZiPLY™ Fiber's Internet Service Acceptable Use Policy

Hi. It is ZiPLY Fiber's intent to provide our customers with the best Internet service possible. In order to accomplish this task, we have designed our network for optimal performance based on our customers using the service in a predictable way. We have adopted this Acceptable Use Policy ("Policy") which outlines what we consider to be acceptable use of our Internet services (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet.

Questions regarding this policy and complaints of violations of it by our customers and users can be directed to: care@ziplyfiber.com or 888-488-0051.

1. Customer Responsibility: It is the responsibility of all of our Service customers and all others who have access to our network ("customer," "you," or "your"), to comply with this Policy. Failure to comply with this Policy could result in the suspension or termination of your Service. **If you do not agree to comply with this Policy, you must immediately stop use of the service and notify us so that we can close your account. We reserve the right to immediately terminate the Service and any applicable subscriber agreements or service orders if you engage in any of the prohibited activities listed in this Policy or if you use equipment or Service in a way which is contrary to any of our policies or any of our suppliers' policies.**

2. Prohibited Uses and Activities: Prohibited uses include, but are not limited to, using the Service or any associated equipment to:

- (i) undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- (ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- (iii) access any other person's computer or computer system, software, or data without such person's knowledge and consent; breach or circumvent, or attempt to breach or circumvent, the security system of any host, network, server, or user account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a network, server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts; use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, port scanning, network probing, encryption circumvention devices, or Trojan Horse programs; provided, that any port scanning, network probing or other similar network or security tools are permitted when used by you for purposes of securing or optimizing your own network, or

if explicitly authorized by the destination host network;

- (iv) upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;
- (v) copy, distribute, or sublicense any software provided by us or any third-party in connection with the Service, except that you may make one copy of each such software program for back-up purposes only;
- (vi) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of network traffic that impede the ability of other authorized users of the Service to use the Service;
- (vii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any host, server, backbone network, node or service, or otherwise cause a performance degradation to any of our or our suppliers' facilities used to deliver the Service;
- (viii) for our residential customers, resell the Service or otherwise make available to anyone outside of your residence the ability to use the Service (e.g., wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. For our residential customers, the Service is for personal and non-commercial use only and residential customers agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a local area network or wide area network outside of our network;
- (ix) for residential subscribers, connect multiple computers to set up a local area network that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;
- (x) transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- (xi) send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts or clogs Ziplly Fibers network;
- (xii) distribute programs that remove locks or time-outs built into software (cracks); for our residential customers, run programs, equipment, computers or servers from your residence that provide network content or any other services to anyone outside of your residence, such as public e-mail, web hosting, file sharing, gaming server, and proxy services and servers;
- (xiii) initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

- (xiv) participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- (xv) collect responses from unsolicited messages;
- (xvi) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
- (xvii) service, alter, modify, or tamper with the Zply Equipment or Service or permit any other person to do the same who is not authorized by us;
- (xviii) connect any Zply Equipment to any computer outside of your premises;
- (xix) collect, or attempt to collect, personal information about third parties without their consent;
- (xx) interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and/or
- (xxi) violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

3. Security: As a Service customer, it is your responsibility to secure your computer and network equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. You are responsible for any misuse of the Service, even if the misuse was committed without your authorization. Therefore, you must take steps to ensure that others do not use your computer or network to gain unauthorized access to the Service or to use the Service in an unauthorized manner.

4. Inappropriate Content and Transmissions: We reserve the right (but assume no obligation), to refuse to transmit or post and to remove or block any data, information or materials, in whole or in part, that we, in our sole discretion, deem to be offensive, indecent, or otherwise inappropriate, and regardless of whether this material or its dissemination is unlawful. Neither we nor any of our affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, file transfers, web searches, e-mail sent or received, visits or postings to social media sites, instant message transmissions, etc.) made using the Service. However, we and our affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy and any other applicable subscriber agreements or service orders.

5. Online Communication: Forging, altering, or removing electronic mail headers is prohibited. You may not reference Zply Fiber or the Zply Fiber network in the header or by listing an IP address that belongs to us or our network in any unsolicited communication even if that communication is not sent through the Service. In the event that we believe in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") using the Service may or is being used for, any misleading, fraudulent, or other improper or illegal purpose, we (i) reserve the right to block access to and prevent the use of any such identifier, and (ii) may at any time require any customer to

change his or her identifier. In addition, we may at any time reserve any identifiers on the Service for our own purposes.

6. Network, Bandwidth, Data Storage and Other Limitations: You must comply with all current, applicable bandwidth, data storage, and other limitations on the Service established by us and our suppliers. In addition, unless otherwise provided by your subscriber agreement or service order, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or using any protocol other than DHCP unless you are subject to a Service plan or Service order that expressly permits otherwise. You must ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in our sole judgment) an unusually large burden on our network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede our ability to deliver the Service and monitor the Service, our network backbone, network nodes, and/or other network services.

7. Copyright Infringement: We are committed to complying with U.S. copyright and related laws, and require all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is our policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who we believe in its sole discretion is infringing these rights. We may terminate the Service of any such customer or user at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Service by sending our authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon our receipt of a satisfactory notice of claimed infringement for these works, we will take appropriate action. If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to us. Upon our receipt of a counter notification that satisfies the requirements of DMCA, we will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that we will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send us a notification of claimed infringement to report alleged infringements of their works to:

Northwest Fiber, LLC dba Ziplly Fiber
135 Lake Street S, Suite 155
Kirkland, Washington 98033
Attn: Legal Department
E-mail: DMCANotice@nwfbr.com

Copyright owners may use any form of notification of claimed infringement form that satisfies the requirements of [Section 512\(c\)\(3\)](#) of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to us, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with our designated agent using the contact information shown above. All counter notifications must satisfy the requirements of [Section 512\(g\)\(3\)](#) of the U.S. Copyright Act.

For more information about the DMCA, visit copyright.gov.

8. Violation of Acceptable Use Policy: We do not routinely monitor the activity of Service accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although we have no obligation to monitor use of the Service and/or the network, we and our suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect our network, the Service and our customers and users.

We prefer to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that we or our suppliers, in our sole discretion, believe violate this Policy, we or our suppliers may take any responsive actions they deem appropriate. These actions may include, but are not limited to, temporary or permanent removal of content, cancellation of online posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither we nor our affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not our exclusive remedies and we may take any other legal or technical action we deem appropriate. We reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material transmitted over our servers, routers and network. During an investigation, we may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize us and our suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include our providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, subscriber name, IP address, information regarding your use of the Service and other account information. Upon termination of your account, we are authorized to delete any files, programs, data and e-mail messages associated with your account.

Any failure to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless us and our affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) resulting from you engaging in any of the prohibited activities listed in this Policy or resulting from your violation of this Policy or of any other posted policy related to use of the Service. Your indemnification obligations will survive any termination of your Service.

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SENT

08 / 24 / 2020

22:48:34 UTC

Sent for signature to Tim Ross (timothy.ross@ziply.com) from josh.crofton@ziply.com
IP: 172.223.233.21



VIEWED

08 / 24 / 2020

23:22:59 UTC

Viewed by Tim Ross (timothy.ross@ziply.com)
IP: 76.121.152.91



SIGNED

08 / 24 / 2020

23:27:30 UTC

Signed by Tim Ross (timothy.ross@ziply.com)
IP: 76.121.152.91



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