

ArkLaFiber Government Service Agreement

INTERNET ACCESS AGREEMENT:

Date: 12/05/2023

This Internet Access Agreement (“Agreement”) is entered into by and between ArkLaFiber and, (“Customer”) _____.

Customer desires ArkLaFiber to provide the Customer with (“Internet Services”) in one (1) location. _____.

AGREEMENT

Use of Internet Services

ArkLaFiber shall provide the Customer with Internet Service under the terms and conditions embodied in this Agreement. Customers may not resell or redistribute any portion of the Internet Connectivity to any third party for financial gain. The customer agrees that the use of Internet Connectivity by the Users will be subject to the terms and conditions hereof. Customer agrees that Customer is fully responsible for the Users’ conduct while using the Internet Connectivity, and for any consequences if such individual misuses the Internet Connectivity, violates this Agreement, or accesses material or information which Customer or any User determines as obscene or otherwise objectionable.

Fees and Payment

Regardless of whether the Customer uses the Internet Services, ArkLaFiber will charge Customer for the internet service which shall be paid by Customer on the first day of each month during the term of this Agreement (the “Internet Fee”). The initial installation (onetime fee) charge for set-up and installation of all equipment and configuration. The installation fee will vary depending on how far the location is from our fiber path.

ArkLaFiber will bill and collect the first month’s installation fee and the Internet Plan will be prorated during the first month of the contract. From time to time, ArkLaFiber may add or modify certain services relating to the Internet Connectivity, and ArkLaFiber reserves the right to charge Customer additional or different fees for providing such new or modified services to Customer upon acceptance of the changes by the Customer. Customers will also be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on Customer’s Account. Breach of this contract will result in the loss of the discounts on installation fees and the sum of which will become due and payable immediately.

Term

This Agreement is effective upon signing and shall remain in effect for a term of 12 months beginning on the 1st day of implementation (cut over date from existing services) and ending at midnight 12 months later unless the term is earlier terminated or extended as hereinafter provided. This Agreement shall automatically renew for successive one-year periods unless terminated as provided herein. Either party hereto may terminate this Agreement at the end of the respective term by giving the other party 30 days written notice prior to the end of the respective term.

Uncensored Internet Access

YOU UNDERSTAND THAT THE INTERNET SERVICES PROVIDES FULL, UNCENSORED ACCESS TO MATERIALS ON THE INTERNET CREATED AND MAINTAINED BY UNAFFILIATED THIRD PARTIES. ArkLaFiber EXERTS NO EDITORIAL CONTROL OVER SUCH MATERIALS, PORTIONS OF WHICH MAY BE CONSIDERED SEXUALLY EXPLICIT, OBSCENE OR OTHERWISE OFFENSIVE. IN NO EVENT SHALL ArkLaFiber BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH

RESPECT TO ANY MATERIALS FROM THIRD PARTIES ACCESSED THROUGH THE INTERNET SERVICES. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE AND THE USERS' USE OF THE INTERNET SERVICES AND THE INTERNET GENERALLY. ArkLaFiber DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD-PARTY MATERIALS PROVIDED THROUGH THE INTERNET SERVICES. ATTORNEY'S HEREBY AGREES TO INDEMNIFY AND HOLD ArkLaFiber HARMLESS FOR ANY AND ALL LOSSES, CLAIMS AND LIABILITIES RELATED TO THE USE OF THE INTERNET SERVICES BY CUSTOMER AND THE USERS INCLUDING REASONABLE ATTORNEYS' FEES.

Disclaimers of Warranty

THE INTERNET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CUSTOMERS AND USERS' USE OF THE INTERNET SERVICES IS ENTIRELY AT THE CUSTOMER'S OWN RISK. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMERS AND USERS' USE OF THE INTERNET SERVICES AND THE INTERNET GENERALLY. IT IS ALSO SOLELY CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, USEFULNESS OR VALIDITY OF ALL OPINIONS, ADVICE, SERVICE, PROMOTIONS, ADVERTISEMENTS, AWARDS, PRIZES OR OTHER INFORMATION, AND THE QUALITY AND MERCHANT ABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE INTERNET SERVICES OR ON THE INTERNET GENERALLY. NEITHER ArkLaFiber, NOR ITS AFFILIATES OR SUBSIDIARIES, MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INTERNET SERVICES OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE INTERNET SERVICES OR ON THE INTERNET GENERALLY, OR AS TO THE ACCURACY, QUALITY, COMPLETENESS TITLE, NON-INFRINGEMENT, OWNERSHIP, MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE OF ANY MATERIALS ACCESSED THROUGH THE INTERNET SERVICES. ArkLaFiber HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

ArkLaFiber WILL NOT BE RESPONSIBLE TO CUSTOMER, THE USERS OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES WHICH CUSTOMER OR ANY USER MAY INCUR IN CONNECTION WITH THE INTERNET SERVICES OR THE INTERNET GENERALLY, OR CUSTOMER'S OR ANY USERS' USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE INTERNET SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ArkLaFiber HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

Privacy

When reasonably practicable, ArkLaFiber will attempt to preserve the confidentiality of communication with and through the Internet Services. However, Customer agrees that ArkLaFiber has the right to monitor the Internet Services electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate the Internet Services properly, or to protect itself or its subscribers. ArkLaFiber has no obligation to monitor the Internet Services. However, ArkLaFiber reserves the right to refuse to post or to remove any information or materials, in whole or part, that, in its sole discretion, are unacceptable or in violation of this Agreement. Customer understands and agrees that, unless Customer notifies ArkLaFiber to the contrary in writing, ArkLaFiber may publish Customer's name and other information in directories which may be accessed by third parties.

System Rules: Customers shall establish written rules and policies for the proper and lawful use of the Internet Services and shall follow the rules and policies and cause the Users to follow the rules and policies which are important for the proper and lawful use of the Internet Services. The Customer's failure to establish such rules and policies or failure to enforce such rules and policies may result in ArkLaFiber termination of this Agreement.

Indemnity

Customer agrees to defend and indemnify and hold harmless ArkLaFiber and its officers, directors, employees, affiliates and subsidiaries from and against any and all claims, proceedings, damages, injuries, liability, losses, costs and expenses claims, proceedings (including, without limitation, reasonable attorneys' fees) regardless of the type of claim or nature of the cause of action arising out of or relating to any: (a) acts by Customer or any User or materials or information transmitted by Customer or any User in connection with the Internet Services; violation of any Rules by Customer or any User; and breach of any obligation of this Agreement.

Proprietary Rights

By posting messages, uploading files, inputting data, or engaging in any form of communication (collectively, "Communications") in or through the Internet Services by Customer or User, Customer is granting to ArkLaFiber a perpetual, worldwide license (the "License") to use, copy, modify, adapt or document such Communications. ArkLaFiber shall use the Communications solely in conjunction with providing, promoting or distributing the Internet Services. The License does not, however, grant ArkLaFiber any ownership rights in or to the Communications. Customer shall have no recourse against ArkLaFiber for any alleged or actual infringement of any proprietary rights to which Customer may claim ownership. ArkLaFiber or our suppliers own all rights, title and interest in and to all components of the Internet Services, but expressly excluding content owned by third parties which may be accessible through the Internet Services and/or the Internet generally. ArkLaFiber ownership rights in the Internet Services include, but are not limited to, the look and feel of the end-user interfaces associated with the Internet Services, the name of the Internet Services, and the collective works consisting of all public messages on the Internet Services. Customers may not reproduce and shall make every effort to prevent each User from reproducing any sequence of messages from our Internet Services without ArkLaFiber permission. In addition, Customer may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, recompile, or disassemble and shall make every effort to prevent each User from modifying, adapting, reproducing, translating, distributing reverse engineering, recompiling or disassembling (i) any aspect of the Internet Services which ArkLaFiber or ArkLaFiber suppliers own, or (ii) any service, information or materials supplied by a third party content provider and which Customer or any User may access through the Internet Services.

Equipment and Access

Customer understands and agrees that to provide the Internet Connectivity that is the subject of this Agreement it might be necessary for ArkLaFiber to install certain equipment on Customer's premises. Any such equipment shall remain the property of ArkLaFiber and will not be considered a component part of Customers' premises. Customer also agrees to allow ArkLaFiber employees, agents, contractors and designers access to Customer's premises as necessary for the installation, maintenance, repair, inspection, and service of the above-described equipment. ArkLaFiber agrees to give Customer reasonable notice prior to coming onto Customer's premises for these purposes. If for some reason you no longer want our service, you are hereby legally obligated to return our equipment via mail to our address. If the equipment gets misplaced, you will be billed for the cost of the equipment. Ship equipment to ArkLaFiber **203 Clayton Street, West Monroe, LA 71291**.

Miscellaneous

Notices. All notices, requests, consents, and other communication required or permitted hereunder shall be in writing and shall be personally delivered, electronically delivered by facsimile or telex or mailed by using U.S. first-class, registered or certified mail, return receipt requested, postage prepaid, to the following addresses or to such other address as the parties hereto may designate in writing:

Customer: *|FAME|* *|LAME|*
|ACCOUNT_ADDRESS|

ArkLaFiber: Brad Warden, President
308 Pine St
West Monroe, LA 71291
Email: brad.warden@ArkLaFiber.net

All such notices, requests, consents and other communications shall be deemed to be properly given if delivered personally or, if sent by U.S. Mail, registered or certified, return receipt requested, three (3) business days after the same have been deposited in the United States Mail, addressed and postage prepaid as set forth above or, if sent by Federal Express (or other nationally recognized overnight carrier), the day after delivery to Federal Express (or other nationally recognized overnight carrier) or, if sent electronically, upon verification of receipt.

Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument.

Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Louisiana. The parties hereby consent to the jurisdiction of any state or federal court of competent jurisdiction.

Integration; Construction

This Agreement shall comprise the complete of the agreements of the parties hereto and shall supersede all prior agreements, written or oral, pertaining to the subject matter hereof. This Agreement has been drafted with the joint participation of the parties hereto and shall be construed to be neither against nor in favor of either party, but rather shall be construed in accordance with the fair meaning thereof.

Waivers and Amendments

No amendment, modification, supplement, termination or waiver of any provision of this Agreement, and no consent to any departure therefrom, may in any event be effective unless in writing and signed by the party or parties affected thereby, and then only in the specific instance and for the specific purpose given. Failure on the part of either party to insist on the strict performance of any of the terms and conditions of this Agreement shall not operate as a waiver of those or any other terms and conditions.

Attorneys' Fees

Each party to this Agreement shall bear its own legal fees and all other expenses relating to the transactions contemplated in this Agreement. If any party institutes any action or proceeding to enforce this Agreement or any provision hereof or for damages by reason of any alleged breach of this Agreement or of any provision hereof or for a declaration of rights hereunder, then the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

Headings

The table of contents (if any) and headings of the Articles and Sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Each Exhibit referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

Survival of Representations and Warranties

All agreements, representations and warranties contained herein shall survive the execution and delivery of this Agreement and the closing of the transactions contemplated hereby.

Assignment

Customers may not assign all or any part of this Agreement without the written consent of ArkLaFiber.

Interpretation

This Agreement shall be interpreted as if written by both parties hereto.

Force Majeure

Performance of any obligation under this Agreement may be suspended by either party, without liability, to the extent that an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), makes impracticable the performance of this Agreement ("Event of Force Majeure").

Notwithstanding the foregoing, in no event shall the Customer's inability to pay the Internet Fee be deemed an Event of Force Majeure. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature of the contingency and the estimated extent and duration of the suspension. If any Event of Force Majeure causes either party to this Agreement to suspend performance hereunder for a period more than ninety (90) days, the party that has not suspended performance shall have the option to terminate this Agreement by providing the other party ten (10) days' notice of such termination.

Authorization and Acceptance of ArkLaFiber Service Agreement:

Customer acknowledges that Customer has read and understands all the conditions provided in this Service Agreement. Customer warrants that all people whose signatures are required to sign have this application.

The Term for this agreement is 12 Months: Please call to extend the agreement.

Please review and sign the Service Agreement below:

First Name: *|FNAME|*

Last Name: *|LNAME|*

Service Address: *|ACCOUNT_ADDRESS|*Signature

Date: *|DATE|*