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WI-FI ZONE AGREEMENT

This agreement made and entered into as of this _____ day of May, 2024 by and between the **Town of Robbins**, a body politic and corporate of the State of North Carolina, (hereafter referred to as “Town”), and **Open Broadband, LLC**, an Internet Service Provider organized and existing under the laws of the State of North Carolina, (hereinafter referred to as “Open Broadband”).

“**Wi-Fi Zone**” is defined as a designated area of Wi-Fi internet access with user devices such as phones, tablets, and laptops. The end user can move within the designated area without having to reconnect. Users are directly connected to Open Broadband wireless devices, and there is no routing/bridging of internet traffic between users. Public Wi-Fi zones are created for a number of reasons that revolve around economic development, including:

- Promote local businesses on a splash or landing page, and encourage consumers to stay and shop downtown.
- Attractiveness of free Wi-Fi to both residents and tourists (no consumption of cellular data plans)
- Opportunity for those who might otherwise not be able to have the internet at home to access the internet from a broad area
- Signals to outsiders that the Town is forward thinking

WITNESSETH:

WHEREAS, the Town desires to offer residents and visitors free public Wi-Fi access; and

WHEREAS, Open Broadband desires to install, maintain, and operate a free public Wi-Fi service; and in consideration of the provisions, terms, conditions and covenants contained herein, the Town and Open Broadband do mutually covenant and agree as follows:

1. Wi-Fi Zone Coverage. The coverage area is identified in Appendix A. Wi-Fi coverage is engineered for outdoor use in open areas, on the sidewalks, and exterior of the buildings within the designated area. Users devices such as phones, tablets, and laptops can access the free public Wi-Fi. Do not expect this service to penetrate well into buildings. Businesses will need to purchase their own service and should provide Wi-Fi to their customers inside of their buildings. Therefore, this free public Wi-Fi service is not a substitute for businesses having their own, higher speed connections within the building.

The Town hereby agrees to allow Open Broadband to provide service from antennas inconspicuously as possible placed on buildings or towers in or near the designated area. Both parties agree to enter into a separate Tower Antenna Agreement which will allow Open Broadband to attach antennas to Town owned towers, building rooftops, or other suitable structures, along with a 110v power connection (power consumption will be minimal with use in the range of 1-2 amps). Open Broadband is responsible for all installation and maintenance costs of their equipment, and will work in good faith with the Town for agreeable placement locations and design.

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2. **Wi-Fi Zone access.** Unless otherwise determined by the town, user access to the Wi-Fi zone will not require a password, but it will auto-direct the user to a web 'splash page' requiring agreement to a mutually agreed upon Terms and Conditions statement. This splash page contains Privacy and Security protections, and may include a limited number of advertisements for local businesses.
3. **Term.** The term of this agreement (the "Initial Term") is Three (3) years, beginning on the date Open Broadband signs. This agreement shall be automatically renewed for an additional three (3) year period, unless Open Broadband or Town provides notice of intention not to renew not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.
4. **Fees.** Both parties agree that the deployment of the Wi-Fi Zone is an economic development benefit to the entities conducting business in the Town.
 - (a) **Installation fee:**
 - Installation and setup: \$14,722.30. Includes physical install of all equipment and software **(SUBJECT TO CHANGE WITH OFFICIAL WALKTHROUGH)**
 - Details of the design are provided in Appendix A
 - Analytics Package is optional
 - (b) **Wi-Fi Zone internet service:**
 - Bandwidth**

Up to 200 Mbps bandwidth per zone is provided by Open Broadband for \$500/mo, paid annually, for \$5,988/yr. (SUBJECT TO CHANGE WITH OFFICIAL WALKTHROUGH)

Open Broadband service includes the internet usage, extended maintenance, updates, repairs, and software upgrades for as long as service is purchased. Bandwidth will be provided under a 3-year fixed price agreement, with the option for the Town to renew at the same price.
 - Analytics**

The Wi-Fi analytics package, inclusive of the ability for advertisements and to a user account to track data usage and analytics:
\$500/mo paid annually for \$5,988/yr (SUBJECT TO CHANGE WITH OFFICIAL WALKTHROUGH)
 - Total recurring cost is \$1,000/mo, paid annually for \$11,976/yr (SUBJECT TO CHANGE WITH OFFICIAL WALKTHROUGH)**
5. **Title and Quiet Possession.** The Town represents and agrees (a) that it has the right to enter into this agreement, (b) that the person signing this agreement has the authority to sign, (c) that Open Broadband is entitled to access the area on either an escorted basis, or

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independent basis, as determined by the Town. Access includes inside any security fence or area, 24x7x365 throughout the terms of the agreement.

6. **Tower Agreement Requirement.** Both parties agree to enter a written Tower Antenna Agreement for antenna installation on Town property, as specified for each zone. Both parties acknowledge the towers are required in order to deliver the service, and there will be no payments between the parties for use of tower space and power.
7. **Marketing.** Open Broadband and the Town agree to market the free public Wi-Fi Zone. This may include, but is not limited to, signs placed in windows of downtown businesses, Town buildings, a booth at public events, mentions in meetings and in newsletters, mentions in the Chamber, mentions in the press, and promotion in social media. Both parties will define their own budgets and plans for marketing activities, and agree to communicate on a regular basis to ensure community and visitor awareness of the free public Wi-Fi Zone. Neither party will bill the other for these services (e.g. the Town will not charge Open Broadband for a booth at an event, and Open Broadband will not charge the Town for window signs and other materials.)
8. **Maintenance.** For the initial maintenance period, as well as the extended period of Open Broadband is providing the service, Open Broadband shall maintain the equipment and internet service for the Wi-Fi network. Open Broadband will make no alterations to Town facilities which will compromise or impair the integrity of the structures. Open Broadband shall exercise special precaution to avoid damaging the facilities of the Town, and Open Broadband hereby assumes all responsibility for any and all loss or such damage created by Open Broadband, its employees or agents. Open Broadband agrees to make an immediate report to the Town of any installation and maintenance of Open Broadband's facilities. Public area maintenance (painting, etc.) is the responsibility of the Town. The Town shall not move, disconnect or adjust, in any way, Open Broadband's equipment without the supervision of an Open Broadband representative on site. Open Broadband acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations and the Town shall incur no liability to Open Broadband for any injury, expense, or claim incurred by Open Broadband during any such repair or renovation.
9. **Indemnity.** Open Broadband shall carry insurance to indemnify, protect, and save harmless the Town from any and all claims and demands for damages to property and injury to or death of persons, including payments made under any Workers' Compensation Laws, or under any plan for employee's disability and death benefits which may arise out of or be caused by the erection, maintenance, presence, use or removal of Open Broadband antennas, cable, equipment and necessary appurtenances at the tower site. Open Broadband shall also indemnify, protect, and save harmless the Town from any and all claims and demands of whatsoever kind which may arise directly or indirectly from the operations of Open Broadband's facilities, including by not limited to taxes, special charges by others, claims and demands for damages or less for infringement of copyrights, libel and slander, unauthorized use of frequencies, etc.
10. **Termination.** **Either party may terminate this agreement upon sixty (60) days written notice after the third year without liability.**

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11. Hazardous Substance. Open Broadband shall not introduce or use any such substance on the site in violation of any applicable law. Open Broadband agrees to cooperate fully with the Town in whatever steps are necessary for public area maintenance. Open Broadband agrees to hold the Town harmless of any interruption of service or possible damage of their equipment during this process.

12. Miscellaneous. (a) This agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; (b) this agreement is governed by the laws of the State of North Carolina; (c) this agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this agreement must be in writing and executed by both parties; (d) if any provision of this agreement is invalid or unenforceable with respect to any party, the remainder of this agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

13. Insurance. Open Broadband will maintain General Liability and Umbrella insurance coverage, a copy of which will be provided to the Town. Open Broadband will also maintain Workers Compensation Insurance, and will provide a copy of insurance to the Town prior to performing any work.

Signature below commits each party to the terms of this agreement.

Town

Open Broadband, LLC

By: _____

Print Name: _____

Date: _____

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Appendix A

1. Public Wi-Fi Zone in downtown Robbins

Open Broadband will design, furnish, install, and maintain free public Wi-Fi service for downtown Robbins. The recommended coverage area is where pedestrian traffic is most likely to occur. We propose covering the external areas along **WILL BE DESIGNATED WITH OFFICIAL WALKTHROUGH** as indicated in the picture below. This area will be covered by 6 access points. Coverage area will be outdoor only, and focused on the sidewalks and streets.

PICTURE WILL BE ADDED AFTER OFFICIAL WALKTHROUGH

Setup Recommendations:

- To ensure some users do not monopolize all available bandwidth we recommend setting a maximum 5-10 Mbps per device
- To deter businesses and residents from trying to use the Town's free public Wi-Fi in place of their own service, we recommend setting a time-out for each user where they will have to log back in after a set time. Typically, this is set for 60-120 minutes.

1. Pricing

One-time Costs: WILL BE DESIGNATED WITH OFFICIAL WALKTHROUGH

Equipment	\$3427.25
Installation labor and materials	\$ 4,717.50
Administrative Fees (one time)	\$ 312.93
Total one-time cost	\$12,722.33

Analytics set up (one-time, if selected) \$ 2,000.00

- Equipment includes purchase, configuration and programming of all the equipment for up to 6 access points locations. **WILL BE DESIGNATED WITH OFFICIAL WALKTHROUGH**
- Labor includes network design, site survey, travel and physical install and configuration, and test and acceptance of the system.
- 90-day warranty on labor and manufacturer's hardware warranty included
- Included at no additional cost of the service is the creation of a Landing Page that requires the user to see a list of Terms and Conditions to use the system

Recurring Costs: WILL BE DESIGNATED WITH OFFICIAL WALKTHROUGH

Backhaul Circuit	\$ 499/month
<u>Analytics:</u>	<u>\$ 499/month</u>
Total monthly recurring cost:	\$ 998/month

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Open Broadband will provide managed Wi-Fi service inclusive of the bandwidth used, maintenance and repair of all equipment used in the project, and ongoing updates as noted below:

- Network Maintenance/Service Upgrades
 - Monthly maintenance
 - 24x7x365 Customer Support Service Call Center
 - Remote Support for the Entire Network
 - 100% Equipment Failure Replacement (*Excluding "acts of God"*)
 - All Software Upgrades Included with after-hours support as to not interrupt daily usage

- Bandwidth
 - 200 mbps provided by Open Broadband
 - Limiting each user to a predetermined bandwidth usage to ensure network reliability

- A Splash Page will be created that can be used for marketing the town and/or local merchants. The user will see this page and have to Accept terms and conditions to access the service. Optional service includes the ability to collect email addresses of the users.

Analytics & Metrics:

- User quantity
- User profile information (social profile, email, etc.)
- User device types
- User device registrations

Marketing:

- Photo and video advertisements on the login page, interstitial page (after login), and/or thank-you page with links to third-party applications for enhanced tourism engagement.



Marketing Example

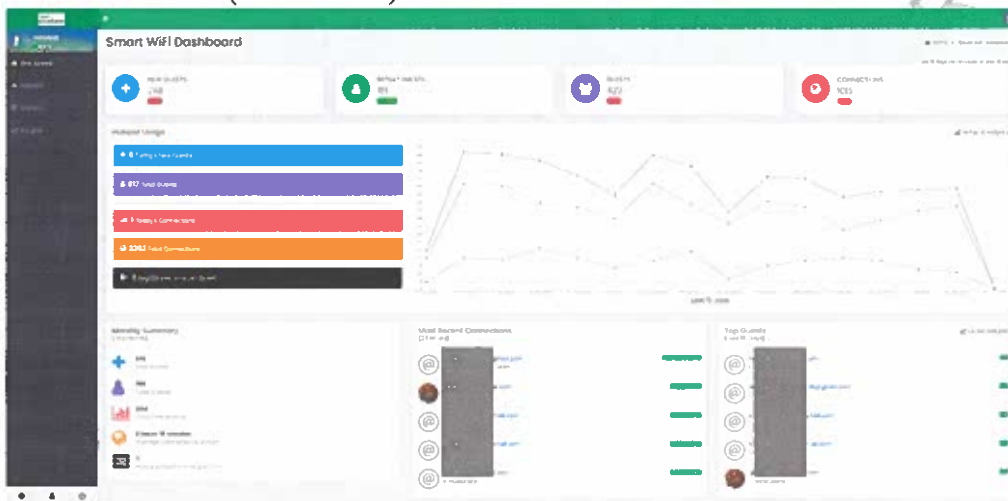
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Monthly Service includes:

- Management of application scale and load balancing.
- Rapid response support for outages related to application stack.
- Periodic inspection of service quality.
- Configuration support for 1 network with up to 20 access points.
- Assistance with generating custom reports.

WiFi Marketing and Insights (Analytics) Service:

Smart Dashboard (main screen)

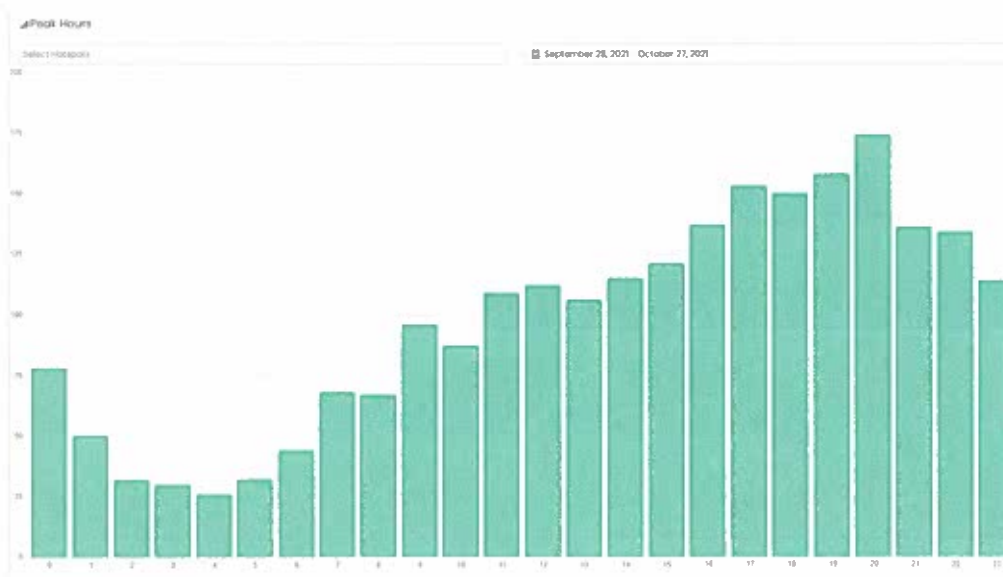


Smart Dashboard (Connection Summary)

The Connection Summary table provides a detailed view of connection data for various hotspots. It includes a search bar and an 'Export to Excel' button.

Company	Hotspot	Connections Today	Connections Yesterday	Connections this Month	Connections last Month
Access Charlotte	Little Rock	0	16	585	29
Access Charlotte	Mazzanine	1	17	316	5
Access Charlotte	Renaissance	0	6	269	44
Access Charlotte	Grier Park Apartments	1	7	241	9
Access Charlotte	Randolph Hills	0	5	155	13
Access Charlotte	Lake Mist	0	4	151	2

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Open Broadband offers a customized WiFi Marketing and Insights (Analytics) Service that empowers administrators with the ability to increase control over their Wi-Fi networks while simultaneously utilizing the platform to obtain real-time, weekly, and monthly visitor insights. The end users experience is a splash page followed by a brief, optional, communications page where important messages or advertisements can be displayed, a form can be provided on the splash page or follow-up page to obtain additional information about the visitors preferences, the user then logs into the WiFi with either e-mail or through a social login such as Facebook login. The full authentication process occurs once per device, followed by a simple authentication in proceeding access, creating a routine access process.

Monthly Service includes:

- Management of application scale and load balancing.
- Rapid response support for outages related to application stack.
- Periodic inspection of service quality.
- Configuration support for 1 network with up to 20 access points.