

INTERNET ACCESS AGREEMENT

This Internet Access Agreement ("Agreement") is entered into by and between SkyRider Communications, Inc., ("SkyRider") and City of West Monroe ("Customer").

BACKGROUND

- A. Customer desires SkyRider to provide the Customer Internet ("Internet Services").
- B. Customer will allow its employees and students (the "Users") to use the Internet Services.

AGREEMENT**1. Use of Internet Services**

SkyRider shall provide Customer with Dedicated Internet Connectivity and Dedicated Transport Services to twelve (12) locations see "Attachment A" under the terms and conditions embodied in this Agreement with the option to upgrade as provided herein. SkyRider will provide the customer with an IP range of /28 which will give the customer 14 usable IP addresses. Customer may not resell or redistribute any portion of the Internet Connectivity to any third party for financial gain. Customer agrees that the use of the 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.

2. Fees and Payment

2.1 Regardless of whether or not Customer uses the Services, SkyRider will charge Customer a monthly fee of \$499 per site for 11 sites and \$569 for 1 site for a total monthly cost of \$6,058.00 (including taxes and fees) which shall be paid by Customer on the first day of each month during the term of this Agreement (the "Services Fee"). The initial installation (one-time fee) charge for set-up and installation of all equipment and configuration is \$0.00. Billing will commence when the site or sites are operational. The Services Fee and installation charge will be billed immediately following the activation of service. From time to time, SkyRider may add or modify certain services relating to the Services, and SkyRider 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. Customer will also be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on Customer's Account.

to operate the Internet Services properly, or to protect itself or its subscribers. SkyRider has no obligation to monitor the Internet Services. However, SkyRider 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 SkyRider to the contrary in writing, SkyRider may publish Customer's name and other information in directories which may be accessed by third parties.

9. System Rules

Customer 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. Customer's failure to establish such rules and policies or failure to enforce such rules and policies may result in SkyRider terminating this Agreement.

10. Indemnity

Customer agrees to defend and indemnify and hold harmless SkyRider 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;
- (b) violation of any Rules by Customer or any User; and
- (c) breach of any obligation of this Agreement.

11. 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 SkyRider a perpetual, worldwide license (the "License") to use, copy, modify, adapt or document such Communications. SkyRider shall use the Communications solely in conjunction with providing, promoting or distributing the Internet Services. The License does not, however, grant SkyRider any ownership rights in or to the Communications. Customer shall have no recourse against SkyRider for any alleged or actual infringement of any proprietary rights to which Customer may claim ownership. SkyRider 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. SkyRider's ownership rights in the Internet Services include, but are not limited to, the look and feel of the end-user interfaces associated with the

2.2 Upgrades. Customer has the option to upgrade bandwidth at anytime during the term of this contract. From time to time, SkyRider may add or modify certain services relating to the Internet Connectivity, and SkyRider 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.

3. Term

This Agreement is effective upon signing and shall remain in effect for a term of three (3) years beginning on (cut-over of services to SkyRider) and ending at midnight 36 months later unless the term is earlier terminated or extended as hereinafter provided. The Customer may automatically renew this Agreement for 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 thirty (30) days written notice prior to the end of the respective term.

4. Additional Charges

Any applicable Federal, State, or Local use, excise, sales or privilege taxes, duties, or similar liabilities, charged to or against SkyRider or customer because of the service furnished by SkyRider, shall be paid by the customer in addition to the regular charges under this agreement.

5. 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. SKYRIDER EXERTS NO EDITORIAL CONTROL OVER SUCH MATERIALS, PORTIONS OF WHICH MAY BE CONSIDERED SEXUALLY EXPLICIT, OBSCENE OR OTHERWISE OFFENSIVE. IN NO EVENT SHALL SKYRIDER 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. SKYRIDER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIALS PROVIDED THROUGH THE INTERNET SERVICES. CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD SKYRIDER 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.

6. Disclaimers of Warranty

THE INTERNET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CUSTOMER'S AND USERS' USE OF THE INTERNET SERVICES IS ENTIRELY AT CUSTOMER'S OWN RISK. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S 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 MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE INTERNET SERVICES OR ON THE INTERNET GENERALLY. NEITHER SKYRIDER, 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, NONINFRINGEMENT, OWNERSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE OF ANY MATERIALS ACCESSED THROUGH THE INTERNET SERVICES. SKYRIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

SKYRIDER 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 SKYRIDER 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.

8. Privacy

When reasonably practicable, SkyRider will attempt to preserve the confidentiality of communication with and through the Internet Services. However, Customer agrees that SkyRider 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,

Internet Services, the name of the Internet Services, and the collective works consisting of all public messages on the Internet Services. Customer may not reproduce and shall make every effort to prevent each User from reproducing any sequence of messages from our Internet Services without SkyRider's permission. In addition, Customer may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile, or disassemble and shall make every effort to prevent each User from modifying, adapting, reproducing, translating, distributing reverse engineering, decompiling or disassembling (i) any aspect of the Internet Services which SkyRider or SkyRider's 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.

12. Equipment and Access

Customer understands and agrees that in order to provide the Internet Connectivity that is the subject of this Agreement it might be necessary for SkyRider to install certain equipment on Customer's premises. Any such equipment shall remain the property of SkyRider and will not be considered a component part of Customer's premises.

Further, Customer agrees to allow SkyRider's employees, agents, contractors and designees access to Customer's premises as necessary for the installation, maintenance, repair, inspection, and service of the above-described equipment. SkyRider agrees to give Customer reasonable notice prior to coming onto Customer's premises for these purposes.

13. Miscellaneous

13.1. 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: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291
Telephone:
Facsimile:
Email:

SkyRider: SkyRider Communications, Inc.
ATTN: Brad Warden, President
308 Pine Street
West Monroe, LA 71291
Telephone: (318) 680-6400
Facsimile: (888) 453-3907

Email: brad@skyrider.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.

13.2 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.

13.3 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.

13.4 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.

13.5 Waivers and Amendments. No amendment, modification, supplement, termination or waiver of any provision of this Agreement, and no consent to any departure therefore, 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.

13.6 Attorneys' Fees. Each party to this Agreement shall bear its own legal fees and any 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.

13.7 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.

13.8 Exhibits. Each Exhibit referred to herein and attached hereto is an integral part of

this Agreement and is incorporated herein by this reference.

13.9 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.

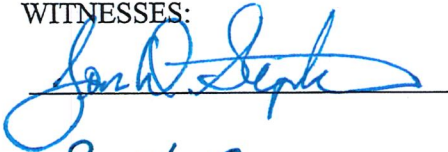
13.10 Assignment. Customer may not assign all or any part of this Agreement without the written consent of SkyRider.

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

13.12 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 in excess of 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.

Executed this 16th day of August, 2024.

WITNESSES:



Beth Avery

SkyRider Communications, Inc.

By: 

Brad Warden, President & CEO

WITNESSES:

City of West Monroe

By: _____
Staci Albritton Mitchell, Mayor

Attachment A

SkyRider shall provide 1GB WAN Hub and 1GB Internet at the City Hall with 100Mbps WAN to each of the sites listed below.

1. City Hall -2305 N 7th Street, 1 Gbps port, 1 Gbps of Internet.
2. 211 Building- 211 Cypress Street, 1 Gbps to City Hall via fiber.
3. Community Center- 400 S 5th Street, 100 Mbps to City Hall via fiber.
4. Complex-Public Works- 303 W Pavilion Drive, 100 Mbps to City Hall via fiber.
5. FD North 5th-303 N 5th Street, 100 Mbps to City Hall via fiber.
6. FD Otis- 404 Otis Street, 100 Mbps to City Hall via fiber.
7. Ike Hamilton- 501 Mane Street, 100 Mbps to City Hall via fiber.
8. West Ouachita Senior Center- 1800 N 7th Street, 100 Mbps to City Hall via fiber.
9. Waste Water Treatment Plant- 250 East Martin, 100 Mbps to City Hall via wireless.
10. Kiroli Park- 820 Kiroli Road, 100Mbps of Wireless WAN,
11. Fire Department- Cypress Street, 100Mbps via wireless
12. Recycling Center- 614 Grantham Ave, 100Mbps via fiber WAN