

NDF OR CIF INTERAGENCY CHECKLIST

Interagency Name: Metro Technical Services

Program/Project Name: WiFi at Highview Park

Yes/No/NA

Request Form: Is the NDF Request Signed by all Council Member(s) Appropriating Funding? Yes

Request Form: If matching funds are to be used, are they disclosed with account numbers in the request form description? N/A

Request Form: If matching funds are to be used, does the amount of the request exclude the matching fund amount? N/A

Request Form: If other funds are to be used for this project, are they disclosed with account numbers in the request form description? N/A

Funding Source: If CIF is being requested, does Metro Louisville own/will own the real estate, building or equipment? If not, the funding source is probably NDF. N/A

Funding Source: If CIF is being requested, does the project have a useful life of more than one year? If not, the funding source is probably NDF. N/A

Ordinance Required: Is the NDF request to a Metro Agency greater than \$5,000? No

Ordinance Required: Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less? N/A

Prepared by: John Torsky

Date: 8-28-14

Torsky, John N

From: Seidt, Chris
Sent: Wednesday, August 27, 2014 10:25 AM
To: Peden, James
Cc: Torsky, John N; Hillebrand, Ken; Desk, WebService; Brown, Ryan W. (EA Network)
Subject: Ticket 1522 - Highview Park WiFi
Attachments: Highview Park WiFi.pdf; Influx HSIA Sup Agrmt-Highview Park.pdf

CM Peden,

I have attached the Influx quote for the renewal of services at Highview Park in its current capacity for a term of five years. The rate has increased from the original \$41/month to \$50/month on the new agreement, and my understanding is no new service enhancements come with this rate increase.

I have also attached a quote from Prosys for the Meraki WiFi solution that we have deployed at 5 of the Parks Community Centers. By procuring this equipment you would eliminate the \$129.95/month cable modem charge and the soon to be \$50/month service charge. Parks has a dedicated internet connection for their wireless network that could be leveraged with this hardware. In addition, Parks will be able to generate usage statistics for each site, and we can apply splash screens for acceptable use that would match all other Parks locations, which will soon include Riverview Park. Your ROI would be within 24 months of installation, with a 7 year life expectancy on the equipment, and content filtering would match that of the community centers.

If you have any questions please let me know.

Thanks,



Chris Seidt
Network Manager
Louisville Metro Technical Services
Enterprise Architecture Group
502-574-3537 - Office
502-381-4004 - Mobile



Prosys
523 Wellington Way
Suite 120
Lexington, Kentucky 40503
United States
http://www.prosys.com

Quotation

Date
Aug 26, 2014 4:51 PM EDT

Expiration Date
Sep 25, 2014

Doc #
100351 - rev 1 of 1

Description
Park_Wifi

SalesRep
Wilson, Tricia
(P) 859-887-8326 -Direct
(F) 859-887-8355

Customer Contact
Brown, Ryan

ryanw.brown@louisvilleky.gov

Customer

Metro Technology Services (JC0753) / Patrick Madden
410 S. 5th St
Suite 200
Louisville, Kentucky 40202
(P) 502- 574- 5533

Bill To

Metro Technology Services
Seidt, Chris
410 S. 5th St.
Suite 200
Louisville, Kentucky 40202
(P) 502- 574- 5533

Ship To

Metro Technology Services
Seidt, Chris
410 S. 5th St.
Suite 200
Louisville, Kentucky 40202
(P) 502- 574- 5533

Customer PO:
None

Terms:
Unknown

Ship Via:
UPS Ground

Special Instructions:
None

Carrier Account #:
None

Item Description

		Part #	Qty	Tax	Unit Price	Total
1	Cisco Meraki MR66 Wireless access point - 802.11 a/b/g/n - Dual Band	MR66-HW	3	No	\$791.09	\$2,373.27
2	Cisco Meraki Enterprise Cloud Controller Subscription license (5 years) - 1 access point - hosted - for Meraki MR Series Access Points	LIC-ENT-5YR	3	No	\$274.05	\$822.15
3	Cisco Meraki Power adapter - United States - for Cisco Meraki MR34; Meraki MR11, MR12, MR14, MR16, MR24, MR58, MR62, MR66	AC-MR-1-US	3	No	\$17.66	\$52.98

Subtotal: \$3,248.40
Tax (0.000%): \$0.00
Shipping: \$0.00
Total: \$3,248.40

These prices do not include overnight or other non-standard delivery fees, services, or material unless specifically listed above. Supply subject to availability.

HIGH SPEED INTERNET ACCESS SUPPORT AGREEMENT

This Service Agreement ("Agreement") is entered into between InnFlux, LLC, a business located at 850 W. Jackson, Suite 250, Chicago, IL 60607, ("InnFlux") and the customer identified below ("Customer"), of the InnFlux Guest High Speed Internet Access ("HSIA") Network Support, pursuant to the terms and conditions set forth herein.

1.0 Definitions

1.1 In this agreement, the following terms shall have the following meanings:

- A. *"Effective Date"* – The date of the first full day of support service provided by InnFlux.
- B. *"Initial Term"* – The first time period, in years, covered under this Agreement and set forth in Exhibit A.
- C. *"Installation Fees"* – The upfront fees owed to InnFlux by the Customer at the beginning of the Agreement.
- D. *"Locations"* – The locations at which InnFlux agrees to install the InnFlux HSIA network, enclosures, and ancillary equipment as set forth in Exhibit A.
- E. *"Renewal Term"* – Any recurring time period, in years, after the "Initial Term" whereby this Agreement remains in effect and set forth in Exhibit A.
- F. *"Sign Date"* – The date on which this Agreement is signed by the Customer, as indicated at the bottom of this Agreement.
- G. *"Support Fees"* – The recurring monthly fees owed to InnFlux by the Customer during the Term.
- H. *"Term"* – The "Initial Term" and any "Renewal Term"(s) as set forth in Exhibit A.

2.0 Term and Terminations

2.1 This Agreement will begin as of the Effective Date and shall continue for the duration of the Initial Term as stated in Exhibit A. This Agreement shall be automatically continued, on a recurring basis, for the duration of the Renewal Term indicated in Exhibit A, unless either party gives written notice to the other at sixty (60) days prior to the expiration date.

2.2 Either party may terminate this Agreement with respect to any or all Locations if the Federal Communications Commission, a State Public Utilities Commission or a court of competent jurisdiction issues an order or ruling that materially and adversely affects this Agreement or a party's ability to perform its responsibilities set forth herein. Such termination shall not give rise to any claims for damages, provided, however, that the parties shall comply with their obligations hereunder up to the date of termination.

2.3 This Agreement can only be terminated for cause. If either party shall default in the performance of any of its obligations hereunder and fails to cure such default within thirty (30) days of written notice describing the alleged default, the non-defaulting party shall have the right to terminate this Agreement, upon or after the expiration of the thirty (30) day period, by subsequent written notice of termination.

2.4 Customer shall not assign, transfer or convey this Agreement, including any rights or obligations herein, without the written consent of InnFlux. Any purported assignment, transfer or conveyance in violation of this provision shall be null and void. In the event InnFlux approves an assignment, conveyance or transfer, Customer shall remain jointly liable with assignee unless Customer is released by InnFlux in writing. Such conveyance or transfer shall not be unreasonably withheld by InnFlux. InnFlux may transfer or assign, either in whole or in part, any rights or obligations hereunder without the prior written permission of Customer.

Initial: _____

2.5 Customer understands that it is receiving pricing based on a term agreement. If Customer is required to terminate this agreement for any reason other than default by InnFlux, and only after failure by InnFlux to cure such default within thirty (30) days, the remainder of payments, inclusive of any unpaid portion of the Installation Fees, that would have been paid through the totality of the Remaining Term will be due within 30 days of termination. Customer hereby grants InnFlux a security interest in Customer's assets, and authorizes InnFlux to place a UCC-1 Financing Statement and/or lien on assets of Customer to fulfill this obligation, if necessary, without the necessity of court approval. Upon request, Customer agrees to execute a security agreement in favor of Innflux to effectuate this security interest.

3.0 InnFlux Responsibilities --- Installation and Operation of HSIA Network

3.1 Installation. InnFlux, either itself or through subcontractor(s) of InnFlux's sole choosing, agrees to modify the existing HSIA network equipment necessary to provide guest HSIA support to the Customer at the Locations set forth in Exhibit A.

- A. Customer understands that any additional labor performed beyond the scope of providing basic Internet access support to guests in the guest rooms only is subject to InnFlux's standard hourly rates as set forth in Exhibit B. Common examples of labor beyond the scope this agreement include, but are not limited to, setting up Customer's back-office or administrative computers to work with the HSIA system, supporting back office networks, and troubleshooting non-InnFlux lobby PCs.
- B. Upon the Effective Date, InnFlux shall provide standard table tents for guest information. Customized tents or plastic stands are available for an additional charge. If the Franchise requires custom table tents, the Customer is responsible for ordering the table tents through the franchise and for any resulting expenses.
- C. Additional details of the InnFlux installation and support may be listed in Exhibit A.

3.2 Technical Support. InnFlux shall provide reasonable remote technical support for the Customer's HSIA network guest users. InnFlux shall also provide reasonable on-site technical support for the Customer's HSIA network at on-site support rates listed in Exhibit B. Based on inflation and increases of Internet usage and related costs to InnFlux, InnFlux reserves the right to increase monthly flat rate technical support fees paid by Customer. Increases shall not exceed 10% per annum, but will be a minimum of 3% inflationary adjustments applied on Agreement anniversary dates.

3.3 Billing Software. InnFlux will provide the software and hardware to enable billing of the end-user of the system if required. This software will be configured one time based on the Customer's initial requests. Future InnFlux customization of the end-user billing platform will be invoiced at billable rates listed in Exhibit B.

3.4 Public Use. InnFlux reserves the right, in its sole discretion, to the ownership, configuration and control of the network and settings for use with Hotspot 2.0, 802.11u, and offloading and roaming purposes.

3.5 Network Revenue. Network will be provided for free to end users and no revenue will be collected by either party.

3.6 Access Software. InnFlux will configure its access software for use at the Customer's location. User devices requiring non-standard authentication, particularly devices lacking browser capabilities, may be subject to additional authentication fees. The InnFlux login page flow shall be implemented for the Customer's covered areas. Non-standard, brand standard, or future InnFlux customization of the login and welcome pages will be invoiced at billable rates listed in Exhibit B.

Initial: _____

3.7 **Equipment Maintenance.** During the term of this agreement, InnFlux shall, to the best of its ability, monitor the Customer and InnFlux provided HSIA equipment, install requisite equipment firmware updates to InnFlux equipment in a timely manner if software maintenance is purchased through the manufacturer, and maintain InnFlux equipment operability. Unless otherwise specified in the Additional Terms and Conditions section of Exhibit A of this Agreement, during the Initial Term of this Agreement, InnFlux shall replace any InnFlux owned non-functional equipment that has not been damaged, modified or tampered with by the Customer, any employee or affiliate of the Customer, or any of the Customer's customers. The replacement of any non-functional or legacy equipment will be the Customer's responsibility during any Renewal Term, though InnFlux retains ownership as indicated by section 3.9.

3.8 **Advertising.** In order to help maintain flat rate support as Internet usage increases, InnFlux may provide and display advertising and other data and information on or through the HSIA network. Customer understands that it is receiving reduced rates by InnFlux in exchange for the opportunity to advertise at the Customer's location(s). At the Customer's request, advertising may be deactivated for the additional monthly fee as specified in Exhibit B.

3.9 **Equipment Ownership.** Unless otherwise specified in the Additional Terms and Conditions section of Exhibit A of this Agreement, all HSIA equipment, cables, and other equipment, fixtures and supplies furnished by InnFlux shall at all times remain the sole and exclusive property of InnFlux. Customer will take every available precaution to protect the InnFlux network equipment, and shall refrain from attempting to utilize any such property of InnFlux as collateral of Customer. Customer shall disclose to any lending institutions or prospective buyer of Customer or Customer's Location that said property is owned by InnFlux and not by Customer. Upon termination of this Agreement, the Customer will return InnFlux equipment to InnFlux within ninety-six (96) hours of termination. Equipment not returned to InnFlux within the above mentioned timeframe will be billed at the monthly rate indicated in Exhibit B until returned. InnFlux or any of its partners shall have the right to enter the Location with twenty-four (24) hours notice to remove all of its property. Non-InnFlux equipment or information shall not be connected, affixed, or attached to the InnFlux HSIA equipment unless previously authorized in writing by InnFlux. Non-InnFlux equipment that is connected to InnFlux equipment after the Effective Date will be billed at a rate of \$50 per month per device. InnFlux shall not be liable to Customer for any damages associated with removal of its equipment.

4.0 Customer Responsibilities

4.1 Customer represents and warrants that it has the authority to enter into this Agreement, is not contractually prohibited from entering into this Agreement and is presently not a party to any exclusive Agreement with another HSIA provider. Customer further represents and warrants that it is authorized to make decisions concerning the placement of the HSIA network and supporting connections, and agrees to permit the operation of such HSIA network equipment at the Locations for use by the public to access the Internet. Customer hereby appoints InnFlux as its exclusive provider of HSIA services at all Locations listed in Exhibit A, except for those Locations where InnFlux elects to remove its HSIA equipment.

4.2 Unless otherwise stated in Exhibit A, Customer shall, at its expense:

A. **General**

1. Provide Innflux with any specific issues that must be considered in the performance of this contract beforehand to prevent unnecessary changes or re-work.

Initial: _____

2. Be responsible for providing and maintaining the electrical service and for payment of recurring utility service bills for the HSIA network;
 3. Take all precautions to protect InnFlux's property from damage, vandalism, theft or hazardous conditions and promptly report any damage, vandalism, theft, service failure or hazardous condition to InnFlux;
 4. Provide InnFlux, its customers or representatives with access to the HSIA network equipment;
 5. Provide reasonable technical assistance to InnFlux and users;
 6. Permit InnFlux to monitor Customer activity with respect to HSIA service for the purposes of providing network support and optimizing InnFlux systems and processes;
 - ~~7. Provide lodging at no cost to employees of InnFlux or its subcontractors at location during installation and whenever maintenance or testing may be needed; and~~
 8. Comply with any additional Customer responsibilities outlined in the Exhibit A associated with this Agreement.
 9. Certify and test any existing cabling and/or equipment not provided by InnFlux that is to be reused by InnFlux. Proper documentation of the certification results must be submitted to InnFlux prior to installation. If not certified and tested, Customer is responsible for any additional expenses and work necessary or incurred by InnFlux for modifications to the Customer's low voltage infrastructure.
- B. Billing & Expenses
1. Remit to InnFlux the service and installation fees agreed upon and outlined in Exhibit B and shall be responsible for all costs of service suspension fees and collection of overdue invoices, including but not limited to reasonable attorney's fees and collection costs;
 2. Reimburse Innflux for any additional expenses incurred during the installation that are beyond the scope of this agreement.
 3. Be responsible for any taxes associated with InnFlux's service or ISP connection;
 4. Be responsible for all shipping costs associated with the InnFlux network;
 5. Be responsible for all costs related to power failures, surges, or other natural events;
- C. Physical Site/Environment
1. Provide adequate space (minimum space is 4 ft. x 4 ft. and the maximum space is 8 ft. x 10ft.) at each designated InnFlux network site;
 2. Provide a grounded 110 electrical outlet for each item of HSIA network, if necessary;
 3. Keep the HSIA sites clean and free from debris, obstructions and hazards;
 4. Authorize InnFlux to core drill through floors and penetrate firewalls when necessary;
 5. Repair pre-approved demolition required by InnFlux to install HSIA network.
- D. Customer-procured ISP/Bandwidth
1. Provide and terminate the telecommunications access line that will be used to connect the HSIA network to the Internet at the location InnFlux specifies. Customer may incur additional charges if InnFlux is required to move the termination point to the predetermined location;
 2. Establish an InnFlux-approved business grade (resalable) Internet Service Provider ("ISP") broadband account and upgrade this account when InnFlux deems it necessary;
 3. Add InnFlux as a manager of the ISP account; InnFlux will not make material changes to the account without Customer involvement.
 4. Establish a minimum of five (5) static IP addresses (InnFlux recommends 1 IP address for every 3 rooms) through the ISP; and

Initial: _____

5. Provide the IP address and account information associated with the telecommunications line and/or Internet account.

4.3 ISP. Customer hereby authorizes InnFlux to contact the local ISP (Internet Service Provider) company to arrange for the installation of necessary connections to fulfill InnFlux ISP requirements. InnFlux is not responsible for the speed, performance, or the upkeep of the ISP connection, however, because the ISP connection is required for InnFlux service to properly function, Customer hereby authorizes InnFlux to contact ISP and assist with restoring ISP connectivity if ISP connection is unavailable for more than 30 minutes. If InnFlux acts on behalf of the Customer, at the Customer's request or with the Customer's approval, normal hourly labor rates listed in Exhibit B will apply.

4.4 InnFlux Equipment. Customer is responsible for costs associated with InnFlux equipment that has been damaged, stolen, misplaced or tampered with by the Customer, any employee or affiliate of the Customer, or any of the Customer's customers. Replacement costs are comprised of the cost of the hardware, shipping and handling costs, and labor costs of configuration. Title(s) to any additional hardware InnFlux provides shall remain at all times in InnFlux's name. Customer shall not create or permit to be created any liens or encumbrances relating to Customer's use of the Services or arising from the location of the equipment. In the event Customer sells or transfers Customer's Location to a third party and said transferee refuses to release Innflux Equipment upon request, Customer shall pay Innflux for the replacement cost of said equipment on ten (10) days written notice.

4.5 Customer Equipment. Customer understands that InnFlux is providing a flat rate for technical support for the Customer's network and in doing so, is dependent on the Customer's existing HSIA network equipment to be completely functional. Customer agrees to maintain the quality, quantity, and functionality of its HSIA network equipment and wiring. InnFlux will notify Customer if it determines HSIA network has become non-functional and will assist Customer, at billable rates listed in Exhibit B, in efforts toward resolution. Customer must resolve any issues rendering HSIA network non-functional within 48 hours. If Customer does not resolve any issues rendering HSIA network non-functional within 48 hours of notice from InnFlux, and until such issues are resolved, InnFlux may opt to resolve the issue without Customer intervention and any and all technical support will be considered outside of contract, billable at rates listed in Exhibit B.

4.6 Hardware Licensing. Unless otherwise stated in Exhibit A, Customer is responsible for all ongoing costs associated with maintaining network hardware licensing, support, and warranty services required by the manufacturer in order to ensure all equipment is up-to-date and serviceable by InnFlux, regardless of whether InnFlux or the Customer owns the equipment.

5.0 Limitation of Liability. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

5.1 INNFLUX, ITS AFFILIATES, AGENT, AND CONTRACTORS WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO (A) THIS AGREEMENT; (B) ANY PRIOR AGREEMENTS ENTERED INTO BETWEEN INNFLUX, ITS SUCCESSORS AND ASSIGNS AND CUSTOMER; AND (C) SERVICE, SOFTWARE, OR EQUIPMENT.

Initial: _____

5.2 THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN SECTION 3.7 ABOVE IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT. WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION 5, THE CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL SERVICE REVENUE PAID BY CUSTOMER TO INNFLUX FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. INNFLUX'S TOTAL AGGREGATED LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL INNFLUX'S SERVICE REVENUE PAID BY CUSTOMER TO INNFLUX UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

5.3 INNFLUX DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS OR EQUIPMENT SUPPLIERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD-PARTY AND THE THIRD-PARTY FAILS TO PROVIDE THAT SERVICE, INNFLUX WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE.

5.4 INNFLUX DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.

5.5 As part of providing service or equipment, InnFlux may access Customer's premises, computer hardware and software, and Customer's existing networking and high-speed internet-related equipment. InnFlux liability is limited to damage arising from willful misconduct or grossly negligent acts of InnFlux technicians in accessing Customer's premises, computer, or existing networking and high-speed Internet-related equipment up to one (1) month of recurring HSIA support fees paid by the Customer. This is Customer's sole remedy for such activity and neither InnFlux nor its affiliates, agents, or contractors is liable for any other damages, loss or destruction regardless of the theory, whether direct, indirect, incidental, special or consequential. This is a limitation upon the remedy for such grossly negligent or willful misconduct, and is NOT part of any benefits under this Agreement.

5.6 Any claim or dispute arising out of or relating to this Agreement must be brought within one year after the cause of action arises.

6.0 Warranty.

6.1 THERE ARE NO AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. INNFLUX IS NOT RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS.

7.0 Indemnification.

7.1 Customer agrees to indemnify, defend, and hold harmless InnFlux, its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by Customer or others who use Customer's Service, Software, and/or Equipment; (b) installation, modification, or use

Initial: _____

of the Service, Software, and/or Equipment by Customer and/or any parties who use Customer's Service, Software, and/or Equipment, with or without Customer's permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; (d) patent infringement arising from Customer's acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by Customer; (e) negligent acts, errors, or omissions by Customer; or (f) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of InnFlux.

8.0 General Provisions

8.1 Proprietary Information. Any technical or business information or data disclosed or furnished to Customer by InnFlux ("Information"), including all Information relating to access to the Internet from the HSIA service, shall remain the property of InnFlux and when in tangible form shall be returned upon request. All Information shall be kept confidential by Customer, shall be used only in Customer's performance hereunder, unless such information was previously known to Customer free of any obligation of confidentiality or is made public by InnFlux.

8.2 Independent Contractor. It is expressly understood and acknowledged that the parties are entering into this Agreement as independent contractors and that this Agreement is not intended to create, nor shall it be construed as creating, any type of partnership, joint venture, or franchise relationship between InnFlux and Customer.

8.3 No Third Party Beneficiaries. This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, commission, cause of action or other right in excess of those existing without reference to this Agreement.

8.4 Governing Law. This Agreement shall be governed by and interpreted according to the domestic laws of the State of Delaware without regard to choice of law rules of Delaware. All suits concerning any and all matters related to or arising under or by virtue of this Agreement shall be commenced exclusively in the state or federal courts located in New Castle County, Delaware and venue of such action shall rest exclusively in New Castle County, Delaware.

8.5 In the event of (a) a sale of all or substantially all of the assets of the Location; (b) a change in control of ownership of the Location (Change in Control shall be defined as a change in greater than 49% of the outstanding voting shares of the Location in a three month period); or (c) assignment, sublease or other transfer of the lease covering the Location, the balance of the service fees that would have been paid throughout the Term of this agreement will be due at the time of the sale or transfer. InnFlux has the sole right to waive right of payment in the event that the new owner or assignee of the Location or assets continues or renews the Location agreement. Customer shall notify Innflux at least thirty (30) days prior to a potential Change in Control, and Customer shall provide written documents to Innflux that Customer has presented this Agreement to the prospective buyer or transferee prior to completing the transaction that results in the Change of Control.

8.6 Entire Agreement; Amendments. This Agreement and any Attachments constitute the entire understanding between the parties and supersede all prior understandings, oral or written representations, statements, negotiations, proposals and undertakings with respect to the subject matter hereof. No amendment to this Agreement shall be valid except if it is in writing, refers specifically to this Agreement, recites that it is an amendment hereto, and is subscribed by authorized representatives of the parties.

Initial: _____

8.7 Notices. All notices which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or deposited, postage prepaid, in the United States mail via Certified Mail, or an authorized overnight carrier, return receipt requested, to the addresses listed herein.

9.0 Miscellaneous Provisions

9.1 Customer acknowledges and agrees to the additional terms and conditions as described therein in Exhibit A.

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EXHIBIT A - GENERAL INFORMATION

Exhibit A may be amended at any time to add or delete locations by written agreement signed by both parties.

Location(s) and/or Address(es)

Louisville Highview Park
7201 Outer Loop
Louisville, KY 40228

Term Information

Initial Term Length: 60 Months
Renewal Term Length: 60 Months

Additional Installation Details

No additional installation details provided.

Additional Terms and Conditions

No additional terms and conditions provided.

Additional Customer Responsibilities

No additional responsibilities provided.

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EXHIBIT B - PAYMENT TERMS AND ADD-ON OPTIONS

Payment Terms

Description	Installation Fees	Monthly Fees	Annual Recurring Fee*
HSIA Installation & Support	\$0.00	\$50.00	
Total:	\$0.00	\$50.00	

*Fee is subject to changes in manufacturer hardware licensing costs
Influx will have no obligation to initiate installation or performance hereunder until the respective payment amounts are received.

Customer chooses the following additional products/services:

Description	Rate	Status/Quantity	One Time Fee	Monthly Fee	Annual Fee
ISP Load Balancing, Failover, & Aggregation	N/A				
ISP Provisioning & Management	N/A				
Remove Login Page Advertising					
Total:					

Payment Schedule

Payments are subject to the following schedule.

- 50% of Installation Fee is due 60 days before the scheduled installation or at the Sign Date, whichever date is nearer to the Installation Date.
- 50% of Installation Fee is due upon the date of installation completion.
- Support Fees are due on or before the first day of each month. Partial months will be prorated. The initial month's prorated amount will be applied to the next month's invoice.

Labor performed outside this contract will be billed based on the following schedule (subject to change):

Description	Standard Hours Rate
Remote Technical Support	\$85/Hour
Onsite Technical Support	\$85/Hour
Air Travel	Cost plus 20%
Road Travel	\$0.55/Mile driven to and from location*
Custom Software Development	\$150/Hour
Custom Network Configuration	\$150/Hour

Standard Hours are Monday through Friday, between 9am and 5pm CST. Off hour work is charged at 1.5x the above rate.
*Road Travel rate is subject to change based on federal allowable maximums.

Finance Charges

Late payments will be assessed finance charges in the amount of 18% annual interest or \$29, whichever is greater.

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Initial: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Sign Date written below.

CUSTOMER

Legal Company Name:

.....

By:

Authorized Signature:

.....

Printed Name:

Title:

State of Incorporation:

.....

Federal Tax ID #:

Street Address:

City/State/ZIP:

Date:

InnFlux, LLC

By:

Authorized Signature:

.....

Printed Name:

Title:

Sign Date:

FAX COMPLETED CONTRACT BACK TO **312.803.0013**

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