



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, February 01, 2023, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. PUBLIC COMMENT

Designated for topics on the agenda only.

- G. EMPLOYEE RECOGNITION
- H. PRESENTATION AND REPORTS
- I. CONSENT AGENDA

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.

- 1. Approval of the January 18, 2023 Regular Meeting Minutes 1

- J. AGENDA ITEMS

- 1. Resolution 23-07 Extending Appreciation to Michael J. Bengelink (HR/PS 01/24/2023) 5
- 2. Updated TelNet Service Agreement (Finance 01/25/2023) 7
- 3. Merit Internet Agreement (Finance 01/25/2023) 22

- K. ADMINISTRATOR'S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT
- Open for any public comments.*
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, January 18, 2023

Meeting called to order at 4:00 p.m by Chairman Taylor.

Roll Call: Present- Commissioners Jason Mitchell, Mike Musta, Ben Townsend, Kathy Adams, Michael Bush, Julie Theobald, Jason Baughan, Brian Potter and Gary Taylor.

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

J1-Moved up to be right after E-Approval of the Agenda.

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bush to approve the agenda.

All in Favor.

1. Resolution 22-29 Honoring the Cadillac Vikings Volleyball Team

MOTION by Comm Musta, seconded by Comm Theobald to approve Resolution 22-29 Honoring the Cadillac Vikings Volleyball Team.

Comm Bush read the complete resolution and presented the team with the award.

Roll Call: Motion passed 9-0.

Public Comment-

Don Koshmider, Cadillac, thanked the Board for their service, but he had complaints about the quality of the sound equipment. He said it was hard to hear everything on the YouTube video. He suggested getting the same system that is in Circuit Court.

Employee Recognition- *None*.

Presentation and Reports-

Melissa Wangler, MIDC Regional Manager, presented the Board with some information regarding the Public Defenders Office. She is the regional manager for our area, and she covers north of Roscommon County and the upper peninsula. She gave a brief background of how the MIDC started, and explained the standards that the offices are held to.

She noted that our Wexford/Missaukee Public Defender's office is one she likes to use as a regional model. She wanted the Board to know they should be very proud of how the office is being run, and mentioned that our office was the first to request and receive a full time Social Worker.

Ms. Wangler encouraged Board members to visit the MIDC website for up to date information.

Consent Agenda

1. Approval of the January 4, 2023 Regular Meeting Minutes
MOTION by Comm Adams, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

2. Infrastructure Alternative Inc. Rate Increase-Amended Schedule
MOTION by Comm Theobald, seconded by Comm Potter to approve the Cedar Creek Water Supply Price Increase Proposal, which includes a 6% increase in addition to the scheduled 2% increase, for a total increase of 8% for 2023 and authorize the Chair to sign on behalf of the County.

Roll Call: Motion passed 9-0.

3. Radio Upgrade Purchase-Jail
MOTION by Comm Adams, seconded by Comm Baughan to waive the competitive bidding requirement and to approve the quotes from Motorola and Tele-Rad for radio upgrades in the total amount of \$76,540.88 to be paid with funds from the 2022 Jail Budget.

Roll Call: Motion passed unanimously.

4. Taser Replacement Purchase-Jail
MOTION by Comm Bush, seconded by Comm Theobald to waive the competitive bidding requirement and to approve the quote from AXON for taser replacements in the total amount of \$19,148.70 to be paid with funds from the 2022 Jail Budget.

Comm Musta commented that both of these items are at the end of their life conditions, and the replacements are necessary for safety.

Roll Call: Motion passed 9-0.

Administrator's Report-

Joe Porterfield noted that he is continuing to work with the five other counties on the agreement for Northern Lake Community Mental Health. He further mentioned that the Ottawa County lawsuit had been dismissed on the opioid litigation, so further settlements are expected to be coming.

Mr. Porterfield stated Monday would be the day for the elevator inspection. He thanked Commissioner Potter for staying on top of that project when he was not able to be in the building. He also mentioned that the insurance company will be paying for a patrol vehicle that was totaled. Sheriff Taylor has advised they do not need to replace that vehicle, so they will be looking at used vehicles for an administrative vehicle.

The Health Department lease also appears to have been paid in full, and he is working on what that will change the County's stipend to. Mr. Porterfield noted that the lease payment had been sent, but was returned to the County.

Administrator Porterfield also wanted to congratulate the Vikings on their great season.

Correspondence- *None.*

Public Comments-

Rob Pallarito introduced himself as the new District Director for Senator Michele Hoitenga. He mentioned that Senator Hoitenga is local, so she will most likely be the face we see, but he wanted everyone to know his also. They have set their office up in Lansing, and will be forwarding that information on to the Clerk to pass out to the Board members.

Bob Champion, wanted to point out to the Board that the local share of the MIDC funding is based on what was being spent. The County has gone up less than \$5,000, and the County is only mandated at 3%.

Don Koshmider wanted to let everyone know about the world economic meeting that is happening in Switzerland. They are deciding who gets to live and who gets to die. He asked everyone to not take any of the COVID shots. They are killing people with them. He also asked that the County donate the old equipment from the jail.

Liaison Reports-

Comm Townsend mentioned that there is a new manager at the Airport, and he thinks things are going to go well.

Comm Bush attended a CAMA meeting at the Sheriff's Department. He thought they did a great job hosting, and he learned a lot.

Board Comments-

Comm Townsend stated his resolution for 2023 was to not cough as much.

Comm Adams thanked Mistine Stark for inviting her in and teaching her what Community Corrections does. She also was excited to announce she has completed her new commissioner school.

Comm Bush mentioned it was nice to have the volleyball team present for the resolution. He thanked those that were able to come.

Comm Theobald also congratulated the volleyball team. She had final numbers for the Salvation Army as well. They handed out 1,602 bags in our county that had different items in them, \$43,000 in propane was paid for last month, and they assisted 338 families at Christmas time for approximately \$22,161 in gifts.

Comm Baughan also thanked Mistine Stark for meeting with him and explaining Community Corrections.

Chairman's Comments-

Comm Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Potter to adjourn at 4:39 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan, on the first day of February 2023 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

**RESOLUTION NO. 23-07
EXTENDING APPRECIATION FOR
MICHAEL J. BENGELINK**

WHEREAS, the Wexford County Board of Commissioners would like to honor the late Michael J. Bengelink for his commitment to Wexford County. For nearly 50 years Michael worked with dedication and pride to meet the needs of Wexford County; and

WHEREAS, Michael began his career with Wexford County as an Auxiliary Deputy for the Wexford County Sheriff's Department in the 1970's; and

WHEREAS, Michael was appointed as Wexford County Commissioner for District 6 in 1980 and he was elected to the District 6 seat in 1981 and served until 1982; and

WHEREAS, after moving his family to Cherry Grove Township, Michael was elected as District 4 County Commissioner in 1994 and served until 1998, when he then did not seek re-election, but instead ran for State Representative; and

WHEREAS, in 2017, Michael again ran and was elected to serve as District 4 Commissioner, a position he held until his untimely death in 2022; and

WHEREAS, over the years Michael served as Vice Chairman of the Board from 2019 through 2022 and he served on the Human Resources/Public Safety Committee from 2017 through 2022, chairing the committee from 2019 through 2022; and

WHEREAS, Michael also served on the Executive Committee from 2019 through 2022 and he served on the Finance Committee in 2019 through 2022, along with serving as a liaison to many other committees and board over the years; and

WHEREAS, in addition to his duties serving as a Wexford County Commissioner, Michael also served as an Auxiliary Officer for the City of Cadillac. And he was a strong supporter of the Wexford County Civic Center and the Veterans Service Office for Wexford County.

THEREFORE BE IT RESOLVED, that the Wexford County Board of Commissioners wishes to honor the late Michael J. Bengelink for his dedication and service to the residents of Wexford County for over the past nearly 50 years.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 23-07 adopted by the Board of Commissioners of Wexford County at a regular meeting held on February 01, 2023, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

TelNet Service Agreement

TelNet Worldwide Quote Prepared for Wexford County Jail

Term: 36 Months

Prepared on: January 10, 2023

Expires on: March 31, 2023
Payment terms: Net 20

Quote Prepared for:

Jami Bigger
1015 Lincoln St
Cadillac, MI
49601
P: 2317799453
administration@wexfordcounty.org

Quote Prepared by:

Sara Clancy
TelNet Worldwide
Customer Account Manager
P: (248) 485-7083
sclancy@telnetww.com

IP-PRI Bundle

PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
PRI Voice Gateway (Adtran) (Subscription)	\$29.50	1	\$29.50	\$0.00
Voice Gateway - Setup Fee	\$0.00	1	\$0.00	\$0.00
PRI Channel	\$8.50	23	\$195.50	\$0.00
Telephone Number	\$0.15	100	\$15.00	\$0.00
Directory Listing	\$0.00	1	\$0.00	\$0.00
Domestic LD Metered Rate Plan	\$0.00	23	\$0.00	\$0.00
Subtotal:		149	\$240.00	\$0.00

Digital Fax Bundle

PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
Digital Fax Bridge (Purchase)	\$1.00	8	\$0.00	\$8.00
Digital Fax	\$7.95	13	\$103.35	\$0.00
Fax Number	\$0.00	13	\$0.00	\$0.00
User Account	\$0.00	13	\$0.00	\$0.00
Fax Pages	\$0.00	13	\$0.00	\$0.00
Subtotal:		60	\$103.35	\$8.00



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

FXS Bundle

PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
FXS Line	\$11.00	4	\$44.00	\$0.00
Domestic LD Metered Rate Plan	\$0.00	4	\$0.00	\$0.00
Subtotal:		8	\$44.00	\$0.00

**MONTHLY
TOTAL:**

\$387.35

**NON RECURRING
TOTAL:**

\$8.00

Rates will only apply to the services that have been purchased

FXS Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate
International Calling	0.00	0.00	0.00	0.00	0.00	Market Rate
Domestic LD Rate Plan	0.00	0.00	0.019	0.019	0.022	Market Rate

IP PRI Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate
International Calling	0.00	0.00	0.00	0.00	0.00	Market Rate
Domestic LD Rate Plan	0.00	0.00	0.019	0.019	0.022	Market Rate

MS Teams Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate
International Calling	0.00	0.00	0.00	0.00	0.00	Market Rate
Domestic LD Rate Plan	0.00	0.00	0.019	0.019	0.022	Market Rate

Digital Fax Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

Unless specified, prices do not include shipping charges, regulatory fees, applicable taxes, administrative/service fees, professional services, or other time and material charges. For additional terms and conditions go to www.telnetww.com.

Business POTS (Plain Old Telephone Service) is a no-term, month to month service; rates subject to change with prior notification. High volume broadcast faxing is prohibited on the Digital Fax service offering, if excessive use is detected, TelNet reserves the right, at its sole discretion, to change or modify the pricing structure. A \$1 E911 Enabled Fee may be charged per Telephone Number provisioned with E911 services.

With Mobile Client, features vary by device, settings and quality of signal. When Wi-Fi is not available or cellular usage is selected, phone plan roaming, data and voice usage charges apply. Mobile client calls may drop or lose quality when Wi-Fi or cellular signals are lost or weak. Firewall settings may also impact use. TelNet Worldwide ("TelNet") is not responsible for loss of call quality and/or dropped calls with Mobile Client or any provided wireless or Wi-Fi service.

TelNet Worldwide ("TelNet") will provide two free hours of technical support up to \$240 only after the customer/vendor has reviewed and applied the recommended configurations outlined in the SIP Trunking LAN Requirements. Once the customer/vendor has engaged TelNet Worldwide ("TelNet") for technical support, each additional hour of support beyond the free two hours provided by TelNet Worldwide ("TelNet") will be billed \$120.00 per hour. TelNet Worldwide ("TelNet") will inform the customer/vendor the two hours of free technical support has elapsed and once informed, the customer will have the option to continue or discontinue technical support. Customer/Vendor accepts full responsibility for the billing of additional hours of support.

TelNet Worldwide ("TelNet") will work with the vendor/customer to assist with the proper installation of their equipment by collecting and analyzing traces and log files for proper interoperability. In addition, test calls will be performed to ensure call routing is working properly. However, this support will not include device management, configuration changes, firmware upgrades, factory reset, and or replacement parts to any customer-owned device.

Please note: International calling service is available only when authorized by completing the TelNet International Calling Authorization Form.

Customer initial _____



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

When the term "this Agreement" is used, the term refers to this TelNet Service Agreement and, as found on www.telnetww.com, TelNet's Terms and Conditions ("T&Cs") and all items incorporated in the T&Cs, including those in tariffs, rate guides, TelNet's Acceptable Use Policy, and TelNet's E911 Disclosure Notice and Acknowledgement ("911 Acknowledgement") as applicable. The term "this Agreement" also includes, any attachments, exhibits or appendices to this TelNet Service Agreement, and, if applicable, any Purchase Order Terms and Conditions; Equipment Rental Terms & Conditions and any attachments, exhibits or appendices to these documents. By executing this Agreement, the "Customer" (defined as the party signing below and made a party to this TelNet Service Agreement) is ordering the services set forth in this Agreement. Customer agrees to pay for all services ordered or otherwise used including: taxes, surcharges and fees charged by TelNet, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, as further set forth in this Agreement.

Customer authorizes TelNet to obtain any credit information and/or any customer proprietary network information necessary to provision services and to establish Customer's account, and hereby authorizes the release of such information by any and all third parties to TelNet. Customer understands that number assignments are not guaranteed and cannot be relied on before service is activated. Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNetservices.

Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNetservices.

Term of Agreement

The effective date of this Agreement is the date signed by the last Party to sign this TelNet Service Agreement. However, the date of installation of all services shall determine the end date of the Initial Term of the Agreement. By way of example, if the obligations under this Agreement becomes effective on January 1, and installation is completed February 1, the Initial Term of a one year agreement, would end on January 31 of the following year.

After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year Renewal Terms, unless a written Notice of Termination is received by the other party at least 30 days prior to the expiration of the Initial Term or a Renewal Term. Auto renewal terms do not apply to locations that have special access, coax, T1-based services or third-party fiber connectivity arrangements.

Firm Order Confirmation

A Firm Order Confirmation time-frame varies with each service. Requests other than standard intervals may be subject to an expedite fee. Please be advised that the installation of Fiber typically takes sixty (60) to one hundred twenty (120) days or longer.

Order Cancellation

Cancellation by the Customer after the signature date and before the service available date will result in an Order Cancellation Fee to be paid by the Customer as described in applicable TelNet T&Cs which can be found at www.telnetww.com.

TelNet pricing under this Agreement may be budgetary and is subject to change. In those cases, and at TelNet or our access partners request, a site survey may be performed to verify rates and availability of service after an Order is submitted to our service partners. If TelNet determines that the rates must be adjusted due to additional requirements or expenses, including build-out costs, or that a service is not available, Customer will have the option to accept the adjusted rate or cancel the service without incurring an early termination penalty. If Customer fails to notify TelNet within 14 days of its request to cancel the service, TelNet shall proceed with the adjusted rate and Customer shall be liable for payment under the adjusted rate. In the case of cancellation, Customer will also be liable for any one-time fees assessed by our access partners if the cancellation request is received by TelNet after 30 calendar days of order submission.

Termination

TelNet may terminate this Agreement and the services for Customer's non-payment in accordance with TelNet's general T&Cs, tariffs and rate guides. Upon termination of this Agreement by TelNet for non-payment the customer shall be liable for the payment of all services provided through the date of termination, plus any applicable Termination Fees. TelNet may terminate this Agreement without liability if TelNet determines that it is no longer able to offer a product or service, or the product or service is no longer offered, or in a TelNet tariff or rate guide, in which case the customer will not be liable for any Termination Fees. If Customer terminates this Agreement prior to the expiration of its initial term or renewal term, or if TelNet terminates this Agreement due to non-payment, Customer will owe TelNet the following Termination Fees per applicable service: the monthly recurring charge (MRC) times the remaining number of months of the contract period for the contracted services.

Customer initial _____



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

General Provisions

This Agreement supersedes any previous Agreements for the same services between TelNet and Customer. Except as otherwise provided herein, any changes to this agreement must be agreed to in writing by the parties. Any changes to this Agreement by Customer without said written approval are null and void at TelNet's discretion. If the Customer wishes to assign this Agreement to a third party, it must first receive TelNet's written consent.

Business Type:

Corporation
Partnership
Proprietorship

Federal Tax ID:

Tax Exempt Status (Select all that apply):

None	Exempt Form Signed Date:
Federal Excise	Exempt Form Signed Date:
Federal FUSF	Exempt Form Signed Date:
State	Exempt Form Signed Date:
County	Exempt Form Signed Date:
Local	Exempt Form Signed Date:

(Exemption forms must be provided if you are tax exempt)

By placing Customer's signature in the space provided, Customer agrees to the terms of this Agreement. If ordering Voice over IP ("VoIP") services, Customer furthermore acknowledges that Customer has received and understands the E911 Disclosure Notice and Acknowledgment.

Authorized Signature

Date

Printed Name

Title



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

Company: Wexford County Jail

Legal Company Name

Telephone

Address

Headquarter/Parent Company Name (if different from above)

Company Name

Telephone

Address

Billing Contact

Billing Contact Name (First and Last)

Title

Email

Telephone

Onsite Contact

Onsite Contact Name (First and Last)

Title

Email

Telephone

Technical Contact (Data/voice vendor, if applicable)

Technical Contact Name (First and Last)

Title

Email

Telephone

Please complete and return with your order, or fax to 248.485.1090.

TelNet E911 Disclosure Notice and Acknowledgment

This E911 Disclosure Notice and Acknowledgment ("E911 Acknowledgment") is agreed, acknowledged and accepted by TelNet Worldwide Inc. ("TelNet") and its end user customer ("Customer" or "you") in connection with Customer's purchase and use of TelNet Service. All TelNet Service is governed by the Terms and Conditions found at <https://www.telnetww.com/legal> ("Terms and Conditions"). Any capitalized terms not otherwise defined in this E911 Acknowledgment shall have the meanings ascribed to such terms in the Terms and Conditions. In the event of any conflict between this E911 Acknowledgment and the Terms and Conditions, this E911 Acknowledgment shall control.

Section 1 - Emergency Services – VoIP 911 Calling: Comparison with Traditional Landline 911 Services

TelNet provides E911 Service as a component of TelNet's Voice over Internet Protocol ("VoIP") service ("Service"). TelNet's E911 Service enables Customers to communicate with emergency services by dialing 911. When Customer dials 911, the 911 call is routed from TelNet's network to the Public Safety Answering Point ("PSAP") or local emergency service personnel designated for the physical address Customer provided to TelNet at the time of activation of Service (as may be updated by Customer).

However, VoIP E911 Service is different in important ways from traditional landline E911. The Federal Communications Commission ("FCC") requires all VoIP service providers, such as TelNet, to inform their customers of these differences. It is important that you understand how these differences affect your ability to access E911 services. Please carefully read this Notice.

By signing this Notice, you are acknowledging that you understand the following differences associated with VoIP 911 Service:

- A. VoIP E911 service will not function during a power outage or disruption. If there is an interruption in your power or a power surge, when power is restored, your VoIP equipment may need to be reset to reinitiate your VoIP service, including your VoIP 911 and E911 services.
- B. VoIP E911 service will not function if your broadband connection is terminated, interrupted or degraded.
- C. If you disable or damage your VoIP device or equipment, VoIP E911 service calls may not complete.
- D. Unless correctly registered, if your phone number is a phone number typically associated with a geographic area different than the area in which you are using your VoIP device, your 911 call may be routed to an incorrect PSAP and emergency personnel may not be dispatched to the correct location.
- E. If your 911 call cannot be completed, is dropped or disconnected and/or if your VoIP E911 Service is not operational for any reason, and/or if the caller is unable to speak, the PSAP and emergency personnel may not be able to identify your phone number in order to call you back.
- F. If billing issues arise due to delinquent or unpaid invoices or other reasons that result in the suspension or termination of your TelNet VoIP services, the ability to make 911 calls will cease.
- G. Due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing VoIP equipment as compared to traditional 911 dialing over traditional public switched telephone networks.
- H. VoIP E911 Service will not work if you move your VoIP device to a location outside the United States.
- I. If you move your VoIP device to a new location, as explained below, you must register your new location. However, please be advised that it may take a few days for the change in address to be processed. If you move your VoIP device before your new registered location can be processed, your 911 call may be routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location. Please register your new location several days in advance of any move and include the date on which the move will occur.

Section 2 - Registration of New Locations and other Customer Obligations

A. Registered Location Required

All Customers are required to register the intended physical location(s) of each of their VoIP devices when placing a Sales Order with TelNet. If you move any registered VoIP device, you must immediately update the Registered Address with the new physical location of the device(s). Calling 911 from an improperly registered number may subject you to a \$100 per call pass-through fee from the 911 administrator.

B. How to update Registered Location(s)

Please use the E911 tab on the TelNet Portal (<https://portal.telnetww.com>) to input the new location of each moved VoIP device. If you are unable to update your E911 location designations via the TelNet Portal, please Download the 911 Update form (<http://telnetww.com/infosource/911updateform.xls>), which is in Excel format and follow the directions on the form. You should only use the Excel 911 Update Form if you are unable to make the change via the TelNet Portal. If you are not able to update your registration by using either TelNet's Portal or the 911 Update Form, you may call 1-800-508-1254 and provide the update information.

C. Importance of Updating Location of VoIP devices

If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you. Customers are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each VoIP device.

Please note: It may take a few days for the address update to take effect.

D. Customer's Obligation to Inform Users of Customer's VoIP devices

In addition, it is Customer's obligation to inform others at its premises who use Customer's VoIP service of the above VoIP 911 limitations. By signing this Notice, Customer acknowledges and agrees to perform this obligation.

E. Placement of stickers on Customer's VoIP devices

TelNet will provide to Customer a set of stickers explaining when VoIP 911 Service may not be available. Customer hereby agrees to place the stickers on or near Customer's VoIP devices.

F. Obligation to Make any Needed Equipment Changes

You are also responsible for any equipment changes required to ensure compliance. (Example: You may need to have your equipment vendor update your phone system's outpulsed phone numbers to ensure proper identification of 911 calls.)

Section 3 - Limitation of Liability and Indemnification

Customer acknowledges and agrees that it is solely responsible for ensuring that an accurate and up-to-date registered address is maintained for each of customer's voip devices. Customer acknowledges that it understands that TelNet disclaims any and all liability for any service outage or inability to complete emergency 911 calls from any customer line or customer premises or to access emergency service personnel. Customer shall protect, defend, indemnify, and hold harmless TelNet, its officers, directors, employees, affiliates, contractors, and agents and any other service provider that furnishes services to customer in connection with the service, from any and all claims, lawsuits, losses, damages, liability, fines, penalties, costs, and expenses including, without limitation, attorney's fees and costs, arising from, or related to, any absence, failure, or outage of the service, including, without limitation, emergency 911 calling and/or inability of customer or any customer employee, third person or party, or user of TelNet's service to be able to call 911 or to access emergency service personnel. In no event shall TelNet be liable to customer or any third party for incidental, indirect, consequential, exemplary, punitive, or special damages related to customer's (or any customer employee, agent, or contractor, or third person or third party or user of TelNet's service) use of or inability to use e911 services.

Section 4 - Acknowledgment of Understanding of Contents of this Notice

The FCC's rules require us to keep a record on file showing that you have received and understood this 911 and E911 Notice. By signing, you certify that you have received and understood this 911 and E911 Notice.

Customer Signature

Wexford County Jail

Account



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

Equipment Rental Terms & Conditions

In addition to the general terms and conditions contained in the TelNet Service Agreement ("SA") between TelNet Worldwide ("TelNet") and Customer (the "Agreement"), of which this Equipment Rental Schedule is a part, the following terms and conditions apply to the Rental of the Equipment, as defined below. In the event of any inconsistency between the Agreement and this Schedule, this Schedule shall control.

1. Rental of Equipment

Customer Rents from TelNet the equipment described on the attached SA ("Equipment") for the number of months set forth on the SA ("Equipment Rental Term"). The Equipment Rental Term will be coterminous with the TelNet provided Service(s) on the SA and therefore will commence with the Effective Date of the Service(s) per the terms of the Agreement. Upon expiration of the initial Equipment Rental Term, this Equipment Rental Schedule will automatically continue for successive periods equal in length to the SA renewal period(s). Customer shall remain obligated to pay the applicable Equipment Rental rate (whether initial or renewal) notwithstanding an early termination of the SA, or execution of the Equipment Buyout Option noted below.

2. Rental

Customer shall pay all amounts due under the SA, in accordance to the payment terms set forth in the Agreement. Customer also agrees to pay all sales, excise, use, property and similar taxes (other than income taxes on payments made by Customer to TelNet under this Agreement) and related charges that may be imposed or assessed by any governmental entity or taxing authority with respect to such Equipment.

3. Equipment Buyout Option

Upon successful completion of original contract term as defined in the attached SA, Customer has the option to purchase the TelNet-supplied rental Equipment, associated with the SA, for \$1.00 per piece of Equipment plus applicable taxes (includes phones, Power over Ethernet switches and conference phones). This Equipment would no longer be eligible for TelNet maintenance or replacement. TelNet-supplied rental Equipment that Customer adds after the installation date and before completion of the original contract term would be excluded from this offer, (e.g., if Customer adds three phones in month 28 of a 36-month contract, those three phones would be excluded from the buyout option.) Equipment added after initial installation would become eligible for buyout after renewing the initial agreement and completing the balance of the original term, or by paying month to month charges on the Equipment for a period of time that matched the initial contract term.

4. Ownership and Use

The Equipment is and shall remain the exclusive property of TelNet, subject only to Customer's rights to use it in normal business operations under this Rental. The Parties agree that the Equipment is and shall remain or be deemed to remain personal property even if installed in or attached to real property. Customer shall keep the Equipment at all times free and clear from all liens and encumbrances. Customer shall give TelNet immediate notice of any such attachment or other judicial process affecting any article of Equipment. The Equipment shall be located at the address designated on the SA and Customer shall not move the Equipment to another location or subleases the Equipment without TelNet's prior written consent. Customer agrees, at its sole expense, to provide the proper environment and electrical and telecommunications connections for the Equipment, such as but not limited to, ensuring appropriate power supply and surge protection is deployed. Customer is solely responsible for correcting any hazardous conditions that may adversely affect Equipment. Customer shall use the Equipment in a careful and proper manner and shall comply with all federal, state, and local laws. Customer shall not make any alterations or improvements to the Equipment without TelNet's prior written consent.

5. Warranty, Disclaimers, and Limitation of Liability

Customer rents the equipment as is and, not being the manufacturer of the equipment, the manufacturers agent or the seller's agent, TelNet makes no warranty or representation whatsoever, express or implied, as to the merchantability, fitness for any particular purpose design or condition of the equipment, or intellectual property rights (including without limitation any patent, copyright and trademark rights, of any third party with respect to the equipment, whether relating to the infringement or otherwise) with respect to the equipment. TelNet shall not be responsible for any direct, indirect, incidental or consequential damages arising from possession or use of the equipment, including but not limited to, lost profits or business revenue, lost business, whether such damages are foreseeable and whether TelNet has been advised of the possibility of such damages. Customer agrees that TelNet shall not be liable for any delay in delivery or installation of, or any failure to deliver or install, any equipment. Notwithstanding the foregoing, in no event shall TelNet's liability (whether in tort, negligence, or otherwise) to customer with respect to the equipment under this schedule exceed an amount equal to the aggregate charges or fees actually paid by customer with respect to the equipment for the one (1) month period immediately preceding the month during which the event giving rise to TelNet's liability occurs.

6. Liability for Damage

Customer shall be responsible for any damage to the Equipment while in Customer's possession and shall pay to TelNet the value of as much of the Equipment as may be damaged or destroyed. On receipt of the payment, TelNet shall, to the extent of the amount paid, assign to Customer any rights Customer may have with respect to the damaged or destroyed article of Equipment under any insurance, together with all of TelNet's interest in the article of Equipment.

7. Inspection

Upon service activation, Customer will inspect the Equipment and notify TelNet within 48 hours if the Equipment is not in good operating condition. The agents of TelNet may at any time enter Customer's premises to inspect the Equipment and the manner in which it is being used.

8. Return

If Customer does not choose to participate, or is not eligible for the Equipment Buyout Options (see 3), at the end of the term of this Rental, Customer shall, at Customer's own expense, return the Equipment to TelNet in as good condition as when received, reasonable wear and tear excepted, at the location specified by TelNet. Customer must keep all original packing that came with the Equipment (including, but not limited to, the box, cd's, installation disks, paper documents and instructions) and must return it to TelNet along with the Equipment. Additional terms and conditions for the return of Equipment can be found in the General Terms and Conditions located on the TelNet website and are made a part of the Agreement.

9. Insurance

A. Customer shall procure and continuously maintain and pay (including the deductible) for:

1. All risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming TelNet as loss payee, and;
2. Combined public liability and property damage insurance with limits as approved by TelNet, naming TelNet as additionally named insured and a loss payee.

B. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to TelNet, shall provide at least thirty (30) days advance written notice to TelNet of any cancellation, change or modification, and shall provide primary coverage for the protection of Customer and TelNet without regard to any other coverage carried by Customer or TelNet protecting against similar risks. Customer shall provide TelNet with an original policy or certificate evidencing such insurance. Customer hereby appoints TelNet as Customer's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement.

10. Maintenance or Repairs

TelNet shall provide routine maintenance and repairs to the Equipment as TelNet as follows:

- A. In the event that Customer is experiencing trouble with the Equipment, Customer shall immediately notify TelNet of the issues via the TelNet customer service number. TelNet will attempt to resolve the problem via remote support and if that is not successful, TelNet may dispatch personnel to perform on-site support during normal business hours. The on-site repair services may be performed by a TelNet affiliate or subcontractor, at TelNet's discretion.
- B. TelNet shall use reasonable efforts to identify and correct the problem with the Equipment. However, if the Equipment cannot be fixed and none of the exclusions in Section (C) below apply, TelNet will replace the defective Equipment with either new or reconditioned Equipment.
- C. If persons other than those employed by TelNet shall repair, modify or perform any maintenance services on any of the Equipment, or if Customer fails to maintain the Equipment according to the terms of the Agreement or this Schedule, and as a result of either of the foregoing, further maintenance services are required to restore the Equipment to operating condition or the Equipment needs to be replaced, such further maintenance services or Equipment replacement shall be billed to Customer at the then current TelNet time and material rates.



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

11. Breach

Upon default in the payment of any installment of rent, or upon a breach of any other condition of this Rental, or if during the term of this Rental, bankruptcy or insolvency proceedings are commenced by or against Customer, a receiver is appointed for the business of Customer, or Customer discontinues business, TelNet shall have the right without notice or demand to terminate this Rental, but the termination shall not release Customer from paying damages sustained by TelNet. If upon any termination of this Rental, Customer fails or refuses to deliver the Equipment to TelNet, TelNet shall have the right to enter Customer's premises and take possession of and remove the Equipment without legal process. Customer releases any claim or right of action for trespass or damages caused by the entry and removal. TelNet can pursue any other remedies TelNet has for arrears of rent or breach of any other conditions of this Rental. Customer shall pay all expenses, including attorney fees, which TelNet pays or incurs to enforce this Rental.

12. Assignment

This Rental is not assignable or transferable by operation of law by Customer. TelNet may assign the Rental without Customer's consent.

Customer initial _____

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Purchase Order Terms & Conditions

In addition to the general terms and conditions contained in the TelNet Service Agreement ("SA") between TelNet Worldwide ("TelNet") and Customer (the "Agreement"), of which this Purchase Order is a part, the following terms and conditions apply to the purchase of the Product, as defined below. In the event of any inconsistency between the Agreement and this Schedule, this Schedule shall control.

1. Purchase of Product & Price

Customer is purchasing from TelNet the equipment described on the attached SA ("Product"). Customer shall pay all amounts due under the SA, in accordance to the payment terms set forth in the Agreement. If Customer does not pay in accordance to the payment terms, late payment charges will be billed in the amount of 1.5% of the total overdue amount or the maximum lawful rate allowable, whichever is less. Customer also agrees to pay all reasonable costs and expenses involved in the collection of the amounts due, including but not limited to, attorney fees, expenses, court costs and service charges. Customer also agrees to pay all applicable handling charges, interest charges, shipping charges, insurance charges, cancellation fees or restocking fees, or any applicable sales, excise, use, property and similar taxes (other than income taxes on payments made by Customer to TelNet under this Agreement) and related charges that may be imposed or assessed by any governmental entity or taxing authority with respect to such Product.

2. Cancellation Policy

The following cancellation policy shall apply to the Product purchased by Customer:

- A. Pre-Shipment: If Customer cancels any portion of the Product order prior to the shipment date, Customer agrees to pay a liquidated damage in the amount totaling 15% of the canceled order amount, plus any cancellation or restocking fees imposed on TelNet by the applicable equipment manufacturer. Customer agrees that this cancellation charge is a true measure of the damage to TelNet and is not a penalty charge.
- B. Post-Shipment: If Customer cancels any portion of the Product order after shipment has occurred but prior to installation of the Product, Customer shall receive a credit for the invoice amount of the cancelled Product minus (a) a liquidated damage in the amount totaling 15% of the cancelled order amount, minus (b) any cancellation or restocking fees imposed on TelNet by the applicable equipment manufacturer, and minus (c) the shipping charges, both original and return, associated with the canceled Product. Customer agrees that this cancellation charge is a true measure of the damage to TelNet and is not a penalty charge. If Customer cancels any portion of the Product order after shipment and installation has occurred, Customer shall not be entitled to receive a credit on the returned Product under any circumstances.

3. Environment & Delivery

Customer agrees, at its sole expense, to provide the proper environment and electrical and telecommunications connections for the Product such as, but not limited to, ensuring appropriate power supply and surge protection is used. Customer is solely responsible for correcting any hazardous conditions that may adversely affect Product. TelNet shall use commercially reasonable efforts to complete the delivery of the Products in advance of the installation date requested by customer, but TelNet does not guarantee that it will be able to do so. If Customer is unable or unwilling to schedule or accept delivery or installation on the date that TelNet tenders delivery or installation, TelNet shall have the right to initiate billing for the amounts due hereunder as of the date that delivery or installation was tendered. Product prices and Installation or Service charges are subject to change at TelNet's sole discretion if Customer delays delivery or installation by more than thirty (30) days.

4. Title, risk of loss & security interest

Title to the Product ordered by Customer shall pass to Customer upon payment in full of all invoiced amounts. Until TelNet receives the full amount due hereunder from the Customer, Customer grants to TelNet a continuing purchase money security interest in the Products ordered under this Agreement, and Customer agrees to support TelNet in the perfection of such security interest. Risk or loss or damage to the Product shall pass from TelNet to Customer upon initial delivery by TelNet or its suppliers to the delivery carrier ("FOB Origin"). Customer agrees to pay all transportation, handling, insurance and associated charges, including but not limited to, additional charges for non-standard shipment. TelNet shall use commercially reasonable efforts to meet Customer's requested delivery dates, but TelNet does not guarantee any delivery dates. Customer shall be solely responsible to coordinate all delivery arrangements necessary to comply with project schedule date.

5. Warranty & disclaimers

TelNet does not warrant equipment or goods ("products") purchased hereunder. To the maximum extent permitted by law, TelNet disclaims and excludes all representations, warranties and conditions, whether express, implied or statutory, including but not limited to representations, warranties or conditions of title, non-infringement, satisfactory condition or quality, merchantability and fitness for a particular purpose, with respect to the products and any services, or other materials or information provided by TelNet with the product(s). TelNet warrants only that its services shall be performed in a timely, professional and workmanlike manner by qualified personnel. If services are not performed as described, and customer notifies TelNet in writing within thirty (30) days, customer's exclusive remedy shall be for TelNet to re-perform the non-conforming services. Customer's exclusive remedy with respect to the products purchased from TelNet hereunder is as set forth in the warranty, if any, provided by the equipment manufacturer. Such warranties, if any, from the equipment manufacturer are customer's exclusive warranties and sole remedies and replace all other warranties or conditions, express or implied, with respect to products purchased hereunder, including without limitation, the implied warranties or conditions of merchantability or fitness for a particular purpose.

6. Limitation of Liability

In no event will TelNet be liable to customer or any third party, in contract, tort or otherwise, for any loss of profits or business, or any incidental, special, indirect, exemplary, punitive or consequential damages, arising from or as a result of these contract terms or any agreement between the parties relating to the products, services or deliverables TelNet provides, even if TelNet has been advised of the possibility of such damages.

7. Return

If Customer is required to return any Product to TelNet for service, Customer agrees to obtain TelNet's concurrence prior to returning the Product. Customer agrees to reference any Return Material Authorization Number (RMA Number) issued by TelNet on all paperwork or documentation accompanying the returned Product. Customer further agrees to ship the Product pre-paid and suitably packaged to the TelNet specified location. Any returned product becomes the property of TelNet and, subject to TelNet's receipt of the exchanged Product, the replacement becomes Customer's property. Customer agrees to ensure that any returned Product is free from any and all legal obligations or restrictions that may prevent its exchange and represents that all returned Products are genuine and unaltered. The replacement Product may not be new, but will be in working order and equivalent to the item exchanged as determined in good faith by TelNet. Additional terms and conditions for the return of Product can be found in the General Terms and Conditions located on the TelNet website and are made a part of this Agreement.

Customer initials _____



merit

We have prepared a quote for you

Merit Internet Service

Quote # 001956
Version 2

Prepared for:

Wexford County

Joe Porterfield
administration@wexfordcounty.org

Thursday, September 29, 2022

Wexford County
Joe Porterfield
437 E. Division St
2nd Floor, PO Box 293
Cadillac, MI 49601
administration@wexfordcounty.org

Dear Joe,

It is a pleasure to provide the attached proposal to Wexford County. Merit Network is a non-profit, membership organization committed to providing the highest quality of service to its Members. We are committed to providing scalable, adaptable, and dependable solutions to our Members to help them achieve their strategic goals. We foster a collaborative community of organizations like yours to share knowledge and resources to accomplish local or like-minded projects. Merit Members can achieve far more together than they can on their own, which makes their organizations stronger - allowing them to focus on their core competencies and missions.

I will follow-up with you to arrange a time to meet with you and any of your technical staff to discuss the enclosed proposal and answer any questions that you may have. Please feel free to contact me if you have any questions or need additional information. For more information about Merit, please refer to the enclosed materials or visit our web site at www.merit.edu. Thank you for your interest and support of Merit Network.

Sincerely,



John Winfrey
Southwest and Central Michigan Member Engagement Manager
Merit Network, Inc.

100 Mbps of Internet - 5 Year

* Contains Optional Items

Product Details	Quantity	One-Time Price	Total One-Time	Recurring Price	Total Recurring
Contracted Bandwidth - 100 Mbps	1	\$0.00	\$0.00	\$6,480.00	\$6,480.00
Network Access	1	\$0.00	\$0.00	\$2,250.00	\$2,250.00
DDoS Protection Service	1*	\$0.00	\$0.00	\$1,500.00	\$1,500.00
Merit's DDoS Protection Service affords protection of your internet connection against volumetric Distributed Denial of Service ("DDoS") attacks. Merit staff will proactively monitor your traffic using best-in-class tools & threat intelligence. When they identify a sustained DDoS attack on your network, they will immediately contact you and begin the appropriate mitigation to keep your services up and running.					
DDoS Protection Service Setup	1*	\$3,000.00	\$3,000.00	\$0.00	\$0.00
DDoS Protection Service Setup - Discount	1*	(\$3,000.00)	(\$3,000.00)	\$0.00	\$0.00

Annual Recurring Total: **\$8,730.00**

* Optional Annual Recurring Subtotal: **\$1,500.00**

100 Mbps of Internet - 3 Year

* Optional

Product Details	Quantity	One-Time Price	Total One-Time	Recurring Price	Total Recurring
Contracted Bandwidth - 100 Mbps	1	\$0.00	\$0.00	\$6,840.00	\$6,840.00
Network Access	1	\$0.00	\$0.00	\$2,250.00	\$2,250.00
DDoS Protection Service	1*	\$0.00	\$0.00	\$1,500.00	\$1,500.00
Merit's DDoS Protection Service affords protection of your internet connection against volumetric Distributed Denial of Service ("DDoS") attacks. Merit staff will proactively monitor your traffic using best-in-class tools & threat intelligence. When they identify a sustained DDoS attack on your network, they will immediately contact you and begin the appropriate mitigation to keep your services up and running.					
DDoS Protection Service Setup	1*	\$3,000.00	\$3,000.00	\$0.00	\$0.00
DDoS Protection Service Setup - Discount	1*	(\$3,000.00)	(\$3,000.00)	\$0.00	\$0.00

* Optional Annual Recurring Subtotal: **\$10,590.00**

Merit Internet Service



Provided by:

Merit Network, Inc.
John Winfrey
616-743-7991
Fax (734) 527-4125
johnwin@merit.edu

Prepared for:

Wexford County
437 E. Division St2nd Floor, PO Box 293
Cadillac, MI 49601
Joe Porterfield
231-779-9453
administration@wexfordcounty.org

Quote Information:

Service Agreement#
20220701-DED-47843-JS-1
Quote# 001956 Version: 2
Delivery Date: 09/29/2022
Expiration Date: 11/30/2022

Annual Recurring Expenses Summary

Description	Amount
100 Mbps of Internet - 5 Year	\$8,730.00
Annual Recurring Total: \$8,730.00	

*Optional Expenses

Description	Recurring
100 Mbps of Internet - 5 Year	\$1,500.00
100 Mbps of Internet - 3 Year	\$10,590.00

Your signature below constitutes your agreement to purchase the Service(s) outlined in this proposal, the associated pricing, and the terms and conditions included in the proposal.

Merit Network, Inc.

Signature: 
Name: John Winfrey
Title: Southwest and Central Michigan Member Engagement Manager
Date: 09/29/2022

Wexford County

Signature: _____
Name: Joe Porterfield
Date: _____

Additional Service Details

Bursting

Burstable Pricing - Burstable bandwidth is measured by the "average peak" usage of the circuit, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base.

Merit's current per Mbps bandwidth rates are: \$6.40/Mbps/month (1-yr Term), \$6.00/Mbps/month (2-yr Term), \$5.70/Mbps/month (3-yr Term), and \$5.40/Mbps/month (5-yr Term).

DDoS Mitigation

Should you decline the option to subscribe to Merit's DDoS Protection service and later request Merit to mitigate a DDoS attack, a one-time emergency mitigation fee of \$5,000 will be incurred.

Pricing Guarantee

The pricing provided in this proposal is valid through the Expiration Date unless rescinded by Merit.

Agreement Term

This agreement begins on 07/01/22 and expires on the term selected.

Purchasing Details

Should you choose to proceed with the Service(s) included in this proposal, please provide the following details:

- Billing Contact Name, Phone Number, Email: _____
- Billing Cycle Date: ☐ July 1, ☐ January 1, ☐ October 1, or ☐ Other _____
- Billing Frequency: ☐ Annual, ☐ Semi-annual, ☐ Quarterly, or ☐ Monthly
(Non-annual billing frequencies incurring a \$25 fee per non-annual invoice)
- Service Implementation Contact Name, Phone Number, Email: _____

Merit Service Agreement

Service Agreement # 20220701-DED-47843-JS-1

This Service Agreement (collectively with each Service Schedule, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and Wexford County ("Member").

1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks.

2. Services Provided

(a) *General.* Merit will provide to Member the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Member setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Member Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) *Installation.* Merit will provide, at Member's expense, the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used (if applicable), and related materials, parts and labor. Member shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Member shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Member shall also be responsible for the cost of any software upgrades to Member owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Member's choice of connection, Member shall provide a voice grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Member may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Member. Member will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Member fee shall entitle Member to participate in the service and support offered by Merit from time-to-time to other Merit Members. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Member's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Member's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Member's expense. Member's Internet access may exceed the provisioned and contractual bandwidth limit ("Bursting") by up to 50% (as capacity allows) - this will result in additional Bursting fees.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Member is responsible

for the operation and maintenance of its local area networks, computers and other equipment. Member is also responsible for the cost of the maintenance on the Merit-supplied circuit at Member's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Member is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Member premises. Should Merit owned-equipment be damaged as a result of the Member's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Member is responsible for paying (i) the cost of all repair services and travel expenses provided at Member's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 7:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

(f) *Wireless Disaster Recovery Failover Solution (optional)*. For an additional fee, Member may elect the Wireless Disaster Recovery Failover Solution option. This Service will include the installation of a secondary device utilizing cellular wireless signals from a third party carrier. Should the primary Merit Internet service be impaired, this Service will automatically failover and act as a temporary Internet connection for the duration of the impairment. This Service is best effort and subject to the availability of the third party carrier cellular service. The estimated capacity of the Service will vary from the primary Merit Internet Service, and is specified in the attached Schedule(s).

3. Payment

Member shall pay for (i) Services set forth on the attached Schedule(s) to this Agreement and any subsequent schedules that reference this Services Agreement Number (ii) any additional Services as provided in the applicable Service Agreement; and (iii) applicable maintenance services at the then-applicable rates. Without limiting the foregoing, Member shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit. Member shall also pay all applicable federal, state, and local taxes, duties, levies and fees however designated including but not limited to sales and use taxes, as well as fees to recoup any applicable federal, state, and local fees, and cost recovery charges, including without limitation, universal service fees and charges for the sale, installation, use, or provision of the Services. All non-recurring and recurring fees are billed in advance on an annual basis beginning on the first date of service, except Member may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. Any additional service fees will be billed as the service or charge is incurred. Some qualifying Members may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Member will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

4. Term and Termination

- (a) *Term*. The term of this Agreement begins on the date of start of Services provided by Merit, and extends for the term as defined in attached quote.
- (b) *Renewals*. Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.
- (c) *Early Termination*. If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, plus (iii) any additional early termination penalties or charges assessed by the telecommunications carrier, plus (iv) the balance

of any remaining fiber access fees or amortized install charges, plus (v) all costs associated with disconnecting Member's service and removing any equipment from Member's site (charged at the then-applicable rates for maintenance), plus (vi) any outstanding amounts previously incurred for maintenance, plus (vii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (viii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination charges do not apply to Merit service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Member agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Member shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Service Fees to its Non-Profit Members during the Agreement period, Member may renew this Agreement at the new rates for a term of equal or greater length than the initial term. In all instances, the renewal will be for a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period.

5. Limited Warranty

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF MEMBER. MERIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

6. Rights and Obligations of Member

(a) Member is Responsible to Its Authorized Users. Member is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) *Acceptable Use Restrictions.* Merit's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsupervised anonymous network access offered by Member. By accepting Services from Merit, Member agrees to comply with the AUP located at <https://www.merit.edu/aup.pdf>, and any changes made from time to time thereto. Member also agrees to be responsible for the compliance by its users with the AUP.

7. Rights and Obligations of Merit

Merit shall be responsible only for the operation and maintenance of the Services. Member shall be responsible for maintaining and managing its own network that interfaces with the Services. Merit shall not be responsible for cabling that connects Member-owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by Merit to Member or separately purchased by Member will not be deemed a breach of Merit's obligations under this Agreement.

8. Indemnification

Member and Merit (collectively the "Indemnifying Parties" and individually the "Indemnifying Party") will indemnify, save harmless and defend each other and all of Merit's Members and other Members, as well as their respective employees, officers, directors and

agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Member via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

9. Limitation of Liability

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an "as is" and "as available" basis. Merit does not warrant that the Services will be uninterrupted or free of harmful components. Merit makes no express warranties and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member's use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Member is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Services(s), Member's sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit's cumulative liability to Member or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Member fees paid by Member to Merit during the twelve (12) month period ending on the date of the event giving rise to the claim. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Force Majeure

Merit shall not be liable for any loss or damage suffered by the Member or its users, directly or indirectly, as a result of Merit's failure to perform, or delay in performing, any of its obligations contained in this Agreement where such failure or delay is caused by circumstances beyond Merit's control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, COVID-19 or other pandemics, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances, including manpower or supply chain disruptions caused by any of the above.

11. Data Content

Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

12. Miscellaneous

(a) **Governing Law; Jurisdiction.** The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) **Entire Agreement.** This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

(c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Member may not assign this Agreement without the prior written consent of Merit.

(d) *Headings; Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

____ Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.

DED, v.06152021

Merit DDoS Protection Service Agreement

Service Agreement # 20220701-DED-47843-JS-1

Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, which operates a statewide research and education network, and provides network services and other products and services to its Members.

Merit Network, Inc. (Merit) agrees to perform the following services (the "Service") for Wexford County ("Member"). (Merit and Member may also be referred to as "Party or the Parties.")

Merit DDoS Protection Service

Merit's DDoS Protection Service enables Members to out-task volumetric Distributed Denial of Service ("DDoS") attack detections and mitigation activities by utilizing Merit's Security Operations Center ("SOC") and cloud mitigation services in order to keep their business online during a DDoS attack.

Benefits of the Service

This Service allows Members to benefit from controlled costs and business continuity in the event of a DDoS attack. In the event Merit mitigates an attack, Merit will send frequent updates until the mitigation is concluded and will compile an incident summary report to the Member after the event. Benefits of the annual subscription include four (4) professional service hours in order to configure the service and review the reports and alerts a Member might expect to receive. Subscribers will also receive reports about their traffic statistics and network health.

Configuration of the Service

Member and Merit will work together to establish 1) dedicated contacts and escalation processes for requesting a DDoS attack mitigation and 2) procedures for an attack mitigation that exceeds limits.

Merit DDoS Protection Service (Annual Subscription)	Initial Set-Up Fee Percentage of Merit Internet Contracted Bandwidth Fee	<ul style="list-style-type: none">• DDoS Mitigation in event of a DDoS Attack• Coverage is for sustained volumetric DDoS Attacks inbound from the greater internet. This service does not provide protection against Member-to-Member attacks.• Basic reporting & alerts in the event of an incident, reactive monitoring (detecting & responding to events in progress)• Post-mortem summary & report• Mitigation is limited to an initial period of 24 hours. After 24 hours, mitigation efforts will be reviewed to determine if an extension is needed.• Member is responsible for any additional fees (if applicable) if mitigation exceeds 24 hours or 1 Tbps in return traffic. <p>On-boarding - four (4) hours of complimentary professional services for configuration of managed objects & to establish contacts and</p>
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		procedures in the event of an attack.
On-Demand Mitigation Fee	\$5,000/mitigation for non-subscribing Members (available upon request)	<ul style="list-style-type: none"> • No on-going fees; Member can purchase a mitigation for a fee in the event of a DDoS attack • Post-mortem summary & report • Member is responsible for any additional fees if mitigation exceeds 24 hours or 1 Tbps in return traffic.
Member-to-Member Attack Protection	Cost of equipment	<ul style="list-style-type: none"> • Member-to-Member attack protection is available with the purchase of additional equipment and support.

Terms and Conditions

1. Rights and Obligations of Merit

a. Merit will provide the Services selected in the Schedule and described in this Services Agreement, optional for-fee services, and other mutually agreed-upon services (collectively, the "Services") set forth in this Agreement, or in separate service agreements which may be executed from time-to-time by Merit and Member setting forth additional services, all of which will be subject to the terms and provisions of this Service Agreement.

b. Support - Merit's SOC responds to requests for a mitigation in approximately fifteen (15) minutes during business hours, and it typically takes thirty (30) minutes from the initial request to mitigate. Outside of regular business hours, response time is typically thirty (30) minutes, with forty-five (45) minutes from the initial request to mitigate. During the course of an event, Merit will provide a status update to the Member every four (4) hours or if there is a significant update to report. When it appears the attack is complete or the duration of the attack is approaching default limits, Merit will end the mitigation or follow procedures outlined for attacks exceeding limits (see section 1.d, below). No specific commitments to respond to and mitigate a DDoS attack are intended or implied. First level support provided by Merit Support Center 24x7x365 and includes basic troubleshooting. Second and third level support will be engaged by Merit staff to resolve/escalate issues.

c. Maintenance - Member is responsible for the operation, maintenance, and updates of its local area networks, computers and other equipment on its premises.

d. Mitigations Exceeding Specified Limits - Should a mitigation exceed time (24 hours) or return traffic limits of 1 Tbps, Member agrees that additional costs may apply (after authorization by Member). Alternatively, Member will notify Merit in advance to stop the cloud mitigation once limits are reached. At that point, Merit may use other mitigation methods such as remote black hole triggering or filtering.

2. Rights and Obligations of the Member

a. Service requires active Merit Internet contract.

b. The Member must consent to a cloud mitigation and may request a mitigation be terminated at any time; Merit will only conduct a mitigation on the Member's behalf if the DDoS attack is affecting other Merit Members or Merit's ability to deliver Internet Service.

c. Member is responsible to its Authorized Users. Member is solely responsible for communicating with its own Authorized Users, and for handling all complaints and trouble reports made by its Authorized Users, with respect to the Services provided hereunder. Authorized Users will be any individuals to whom the Member has issued an email address.

3. Payment

a. Member shall pay for Services as provided in an applicable Service Agreement Schedule. Member shall pay all one-time set-up and installation charges and any other one-time fees in advance unless otherwise indicated. Member shall also pay all applicable federal, state, and local taxes, duties, levies and fees however designated including but not limited to sales and use taxes, as well as fees to

recoup any applicable federal, state, and local fees, and cost recovery charges, including without limitation, universal service fees and charges for the sale, installation, use, or provision of the Services. Payment is due within thirty (30) days from the date appearing on the invoice. All other amounts will be billed per the Member's Invoice Frequency as selected in the Service Agreement Schedule as the service is provided and/or charge is incurred.

4. Term

a. The Initial Term of this Agreement begins on the date that this Agreement is fully executed and extends full calendar months for the term selected in the attached schedule. This agreement will automatically renew for one (1) year Renewal Term unless either party gives a written termination notice as least thirty (30) days prior to the end of the Initial Term or current Renewal Term. Member must have an active Merit Internet Service Agreement in order to be eligible for this service.

5. Termination

a. Member may terminate this Agreement upon thirty (30) days advance written notice. Termination will not relieve Member of responsibility to pay any and all outstanding invoices or for any services rendered prior to termination. All fees are non-refundable.

b. Early Termination - If Member terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Member of any term or provision of this Agreement including, but not limited to, Member's failure to make any payment when due, then Member shall be responsible for and shall pay a lump sum equal to (i) 50% of the applicable monthly charges, multiplied by the number of months remaining in the current term of this Agreement, plus (ii) if Member previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and plus (iii) if Member previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Member requests Merit to continue providing any portion of the Services beyond the requested termination date, Member agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above.

6. Limited Warranty

a. Merit warrants that the Services will be as described in the Agreement. MERIT WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. MERIT WILL NOT BE LIABLE FOR ANY SECURITY RELATED INCIDENTS OR SUBSEQUENT DAMAGES DUE TO CHANGES MADE TO MEMBER ENVIRONMENT AS A RESULT OF THE SECURITY ASSESSMENT.

7. Indemnification

a. Member and Merit (collectively the "Indemnifying Parties" and individually the "Indemnifying Party") will indemnify, save harmless and defend each other and all of Merit's Members and other Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to any actual or alleged (i) breach of this Agreement by the Indemnifying Party; or (ii) negligent or tortious act or omission to act of the Indemnifying Party. The Member will also indemnify, save harmless and defend the Indemnified Parties from Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims assert that the data content delivered by the Member via the Services constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of a third party.

8. Limitation of Liability

a. The Services provided by Merit are provided on an “as is” and “as available” basis. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Member’s use of the Services including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Member assumes full responsibility and risk for the use of the Services, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, and related information. Merit’s cumulative liability to Member or any third party for any and all claims relating to the use of the Services provided by Merit shall in no event exceed the pro-rated amount of the Service. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

9. Force Majeure

Merit shall not be liable for any loss or damage suffered by the Member or its users, directly or indirectly, as a result of Merit’s failure to perform, or delay in performing, any of its obligations contained in this Agreement where such failure or delay is caused by circumstances beyond Merit’s control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, COVID-19 or other pandemics, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances, including manpower or supply chain disruptions caused by any of the above.

10. Data Content

a. Merit is not liable for the content of any data transferred either to or from Member via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Member as a direct or indirect consequence of the Services provided by Merit.

11. Miscellaneous

a. Governing Law/Jurisdiction - The validity, interpretation, enforceability, and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

b. Entire Agreement - This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the Parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

c. Assignment - This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Neither party may assign this Agreement without the prior written consent of the other. Such consent will not be unreasonably withheld.

d. Headings/Severability - Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

e. Counterparts - This Agreement may be executed in counter-parts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12. Confidentiality

a. All Member data remains the exclusive property of the Member. Merit agrees not to use this data for any purpose, other than

providing the Service to the Member, without the prior written permission of the Member.

13. Promotional Use

a. For purposes of promoting Merit Services, Merit will occasionally issue a press release, news story or publish information on social media sites announcing services purchased by our Members. Specific information such as pricing and other contractual details will not be included in these announcements. Your organization can be exempt from these announcements by placing your initials below.

_____ Please do not include my organization's name or likeness in Merit Network's marketing or advertising campaigns or materials.

DDOS, v.06152021