

PUBLIC BROADBAND SERVICES AGREEMENT

This Public Broadband Services Agreement (“Agreement”) is made and entered into as of the ____ day of November 2022 between Village of Ballston Spa, a municipal corporation with a mailing address of 66 Front Street Ballston Spa, NY 12020 (“VBS”), and SLIC Network Solutions, Inc., a New York Corporation, with an address of 3330 State Highway 11B, Nicholville, New York 12965 (“SLIC”). VBS and SLIC are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties”.

WHEREAS, SLIC and VBS entered into to an Easement Right of Way Agreement on or about November ____, 2022 providing for the placement of certain SLIC network electronics, supporting equipment and structures to support its broadband infrastructure in the Village of Ballston Spa, and

WHEREAS, VBS desires to offer publicly accessible broadband in certain outdoor, high traffic areas along Front Street during certain hours for the purpose of promoting local commerce and Village events and supporting tourism, and

WHEREAS, SLIC desires to provide such public access to broadband along a certain segment of Front Street.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SLIC will provide publicly accessible, outdoor hotspots delivering speeds of at least 250Mbps / 250Mbps on the segment of Front Street approximately between the Village Offices and Milton Avenue during the hours of 9:00 a.m. to 4:00 p.m. daily at no cost to VBS (the “Services”). SLIC will limit connections to 1-hour sessions, renewable during the available window. SLIC reserves the right to block individuals or devices that abuse the Service in its sole discretion. All users are subject to SLIC’s standard terms of service.

SLIC will deploy the public access radios and supporting gear as soon as practicable during 2023, coincident with a broader fiber deployment throughout the Village. The Parties will work in good faith to coordinate the most efficient, non-intrusive and beneficial timing of installing Services and will use best efforts to satisfy any key deadlines. SLIC will pay for and utilize its own electronics, hardware, software and tools to perform the Services. SLIC will monitor the Services in the ordinary course. No fees and/or expenses will be billed to VBS for the Services, provided that if VBS shall desire to increase the coverage or capability of the public access, the Parties shall mutually agree to incremental, reasonable consideration for such additional service(s).

The term of this Agreement shall be three (3) years from the effective date. Thereafter, the Parties agree to cooperate and work in good faith to renew the Agreement on commercially reasonable and mutually agreeable terms. Notwithstanding the forgoing, VBS may terminate the Services at any time, and SLIC may discontinue the Services at the end of the term. SLIC may also terminate the Services due to (a) unauthorized or abusive usage of the Services as determined by SLIC in its sole discretion and not cured within sixty (30) days or (b) a lack of usage by the public for the stated intent of the Services.

VBS agrees that any landing page or similar authorizing page navigated to at the commencement of a user accessing the Services shall prominently display SLIC’s logo, link to its services or other similar marketing effect as reasonably requested by SLIC.

To the fullest extent permitted by law, all information of SLIC, including but not limited to its fiber deployment plans, shall be kept confidential by VBS. Both Parties acknowledge that neither Party has

any right to act as the other Party's agent in any capacity pursuant to this Agreement. Any amendment to this Agreement shall be in writing and mutually agreed to by the Parties. This Agreement shall be governed by the laws of the State of New York.

SLIC Network Solutions, Inc.

Village of Ballston Spa

By: _____
Bradley Pattelli, CEO

By: _____