

## Membership Memorandum of Understanding

On approval of the WiscNet Board of Directors, this WiscNet membership memo of understanding is made on 11/25/2002 between WiscNet (an association) and *City of Milwaukee* (referred to as "Member").

WiscNet and Member agree as follows:

1. WiscNet shall allow Member to have a connection between Member's facilities at one physical site that Member controls and the WiscNet network and to transmit data over the network, pursuant to this understanding. This connection will consist of a 10Mb ethernet communications line that will be ordered and procured by Member.
2. Upon executing this memo of understanding and successful installation of service, WiscNet will provide a 10Mb Internet connection and treat the City of Milwaukee as a full member – providing usual and customary technical support services. Member shall exchange dark fiber at agreed upon routes within the City. City shall be responsible for tagging and location of dark fiber and for fiber break-fix operations.

Membership will be renewed unless Member advises WiscNet at least 1 year before termination of this understanding.

The membership fee is due and payable within 90 days of the receipt of the membership renewal invoice. WiscNet fees are reviewed annually and are subject to change by the WiscNet Board.

3. Neither WiscNet nor Member shall use the other's (or another Member's) name, trademark or tradename or refer to this understanding in connection with any product, or promotion, or in any publication except for internal or research purposes without the prior written consent of the other party. WiscNet may list Member on the WiscNet membership roll and show the Member's connection on the WiscNet map. Member shall be known as *City of Milwaukee* for these purposes.
4. No information exchanged between the parties shall be considered confidential unless it is the subject of a separate written confidential disclosure agreement.
5. This understanding may be terminated on a two-thirds vote of the WiscNet Board of Directors for any of the following reasons:

Use of the network for purposes not consistent with the WiscNet Acceptable Use Policy.

The security, integrity or quality of service to other Members is being jeopardized by the Member or others using the network from the Member's site.

Failure to comply with this understanding.

Failure to pay assessed fees.

Should membership in WiscNet be terminated, the terminated Member may petition for reinstatement to the WiscNet Board Chairman, who shall, in a timely manner, present such petition to the WiscNet Board. Such terminated Member shall be reinstated upon a two-thirds vote of the Board.

6. This understanding, the WiscNet By-Laws, the WiscNet Articles of Association and the WiscNet Acceptable Use Policy constitute the sole agreement between the parties respecting the subject matter thereof; they supersede all prior agreements and understandings, whether written or oral. This understanding may be changed or terminated in writing.
7. All written communications between WiscNet and member shall be made via US Postal Service addressed as described below and shall have been deemed to have been made when deposited with the US Postal Service.

To Member:       Mariano Schifalacqua  
                          City of Milwaukee  
                          841 N. Broadway Room 516,  
                          Milwaukee, WI 53202

To:                    Dave Lois  
                          WiscNet Executive Director  
                          780 Regent Street, Suite 305  
                          Madison, WI 53715

8. WiscNet shall furnish Internet network numbers. Members shall not use unregistered numbers for network routing without prior approval from WiscNet. WiscNet reserves the right to reclaim the Internet network numbers should Member decide to leave WiscNet.
9. WiscNet shall provide and own network connection equipment.
10. Member shall provide and pay all costs for (i) adequate space in a suitable environment, (ii) suitable power, (iii) adequate access to equipment location, (iv) access to Member's LAN via a Member provided standard Ethernet transceiver cable at the equipment location, and (v) any wiring between the Member's local exchange carrier demarcation point and the equipment location.
11. WiscNet will maintain the connecting equipment and provide Network Operations Support (problem reporting available 24 hours per day, 365 days per year; problem resolution available during normal business hours) and such technical support as WiscNet shall deem appropriate from time to time. The Member shall provide technician support in problem isolation and correction including equipment swaps under the direction of WiscNet. The member shall provide technician support for equipment installation under the direction of WiscNet.

- 12. Member shall be responsible for any damage to or the theft of WiscNet equipment or parts of the network that are located at such Member's site, reasonable wear and tear excepted.
- 13. WiscNet makes no representations or warranties, express or implied. By way of example, but not limitation, WiscNet makes no warranties of merchantability, performance or fitness for any particular purpose or that the use of the network will not infringe any patents, copyrights, trademarks or other rights.
- 14. Member agrees that not WiscNet, any Member or any member of the Board of Directors shall at any time or to any extent whatsoever be liable, responsible or otherwise accountable in damages or otherwise for any loss, claim, damage or liability, of whatever kind or nature, arising in whole or in part out of any matters or activities pursuant to WiscNet membership.

The parties hereto have executed this Memorandum of Understanding as of the \_\_\_\_ day of \_\_\_\_\_, 2003.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

\_\_\_\_\_

\_\_\_\_\_  
Commissioner of Public Works

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
Comptroller

WiscNet Association  
Executive Director

\_\_\_\_\_

\_\_\_\_\_  
Date

Approved as to content  
this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Special Deputy City Attorney

Approved as to form and execution  
this \_\_\_\_ day of \_\_\_\_\_, 2003.

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Special Deputy City Attorney