

ACCELERATE YOUR BUSINESS WITH **FIBER OPTIC SOLUTIONS**

Services Proposal

Prepared for: "City of North Port, Florida on behalf of the North Port Police Department"



**Fiber Optics by
Hotwire Communications**

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Prepared by: Hany Moustafa	Date Valid Until: 01/30/2026	Contract Terms: 36 Months
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BILL INFORMATION

Bill to Name: "City of North Port, Florida on behalf of the North Port Police Department"

Bill to Address: 4980 City Hall Boulevard, North Port, Florida, 34286

SERVICE INFORMATION

Service To: City Of North Port Police Department.

Service Address: 19955 Preto Boulevard Venice, Florida, 34293

Contact Name: Erika Schlabach (941) 429-7357

Product	Description	Quantity	NRC	MRC	Other	Total Price
Fision Dedicated Fiber 300/100	Data Circuit	1	\$0	\$249.99	\$0	\$249.99
HD Business Favorites	HD BUS FAVS OFC	1	\$0	\$49.99	\$0	\$49.99
IPTV Set-top Box	FISION HD BOX	9	\$0	\$12.99	\$0	\$116.91

Term	36 Months
Monthly Charge Total	\$416.89
One-Time Non-Recurring Charge Total	\$0

**Does not include taxes, fees, or other government imposed charges*

COMMENTS

SERVICE AUTHORIZATION

Customer Name _____
Print

Customer Signature _____

Date _____

HOTWIRE COMMUNICATIONS

Dan Hakker

Name _____
Print

Signature _____

Date 11/19/2025



1. PROVISION OF SERVICES. (a) This Master Service Agreement, including any addenda or amendments (together, the "Terms") is made by and between the Customer and Hotwire Communications, Ltd ("Hotwire"). Customer is the entity or person written on the service order. Customer may submit one or more order forms, work invoices, or other form of order for service, equipment, or materials to Hotwire ("Service Order"). The Terms and the Service Orders together are referred to as the "Agreement". (b) Each Service Order will specify communications services ordered from Hotwire, including but not limited to voice, high speed Internet, security, and video services (together, "Services"), equipment or materials to be sold, licensed, or leased to Customer (collectively, "Products"), delivery location (the "Premises"), prices, and term commitments for Service or Products. Hotwire retains title to all Products not sold to Customer. (c) Hotwire will use commercially reasonable efforts to deliver Services in a manner that creates a smooth transfer from Customer's current provider.

2. CUSTOMER'S PAYMENT OBLIGATIONS. Customer shall pay Hotwire (a) within thirty (30) days after invoice date: all Non-Recurring Charges ("NRCs"), including installation or repair or premises visit fees; all advance Monthly Recurring Charges ("MRCs"), including charges for unauthorized or fraudulent use originating on Customer's side of the network; and, all fees, taxes, surcharge, including, but not limited to, the EVSF and LNP surcharges for voice service and the Video Content Surcharge for video, and other charges that apply to Customer, Services or Products; (b) interest calculated at one and a half percent (1.5%) per month (or the highest rate allowed by law) on amounts not paid within thirty (30) days of invoice date and not timely disputed; (c) Hotwire's costs and reasonable attorneys' fees to collect

3. CUSTOMER'S OTHER OBLIGATIONS. Customer shall (a) ensure compatibility of its equipment with Hotwire Services and Products; (b) provide and maintain safe and adequate electric power, equipment space, climate control (including 60-80 degrees Fahrenheit temperature), work conditions access, and use of rights-of-ways; (c) not encumber Hotwire's equipment, facilities, or Products; (d) operate, maintain, and secure its own equipment and facilities; (e) submit a written dispute within ninety (90) days from the date of any invoice that is the subject of a claimed dispute or forever be barred from raising a dispute or defense to payment of such invoiced amounts; (f) defend, indemnify, and hold harmless Hotwire against any and all damages and/or costs caused by Customer's negligent or intentionally wrongful acts or omissions, including but not limited to causing damage to equipment or facilities, sending or receiving illegal or improper content, or infringing intellectual property rights; (g) reimburse Hotwire for the full repair or replacement cost, at Hotwire's option, of any equipment or facilities on or connected to the Premises, if damaged by electricity, fire, lightning, or other casualty; (h) provide sixty (60) days advance written notice of any change of address or move of the Services from the Premises; (i) not dispute the validity of any liquidated damages, including any assertion that such damages are penalties are not reasonably not related to actual damages; (j) upon Hotwire or Customer suspending or canceling the Services, return, within ten days, in good working order and condition, all leased or licensed Products or pay Hotwire the value, as of the Effective Date, of all leased or licensed Products (the "Equipment Fee"); and (k) not to use the Services, the Products or any facilities or equipment of Hotwire in any unlawful way or for any unlawful purpose.

4. DELIVERY OF PRODUCTS AND SERVICES. The term of each Service Order begins on the later of (a) the requested date for Services or Products or (b) the date when Services or Products are first delivered to Customer (the "Effective Date"). If Customer cancels a Service Order before the Effective Date, then Customer shall pay the Equipment Fee plus a cancellation cost of \$35 per voice line, and \$750 for high speed Internet services. Hotwire may terminate Services without further liability to Customer, upon written notice to Customer, if underlying facilities or services required by Hotwire to provide Services become unavailable or if the price of the underlying services or facilities increases to the extent that continued provisioning of Services becomes commercially unreasonable, as determined in Hotwire's sole discretion. The Service may include use of certain equipment owned by Hotwire and located at the Customer's premises ("Hotwire Equipment"), but title to the Hotwire Equipment will remain with Hotwire. Customer must provide electric power for the Hotwire Equipment must keep the Hotwire Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage, other than ordinary wear and tear, to Hotwire Equipment.

5. SERVICE SUSPENSION. Hotwire may suspend or terminate Services if: (a) Customer's payment is rejected or Customer does not pay all amounts by the due date upon ten (10) days' notice, or longer notice if required by state law; (b) Customer violates the Hotwire policies posted at www.fisionwork.com; (c) Customer becomes insolvent or bankrupt; or (d) Customer is involved in suspected or actual fraud, misrepresentation, or other violation of law ("Cause").

6. SYSTEM REPAIR AND MAINTENANCE. Hotwire reserves the right to disrupt Services at any time, without notice for emergency maintenance or repair.

7. CONTINUATION OF SERVICE. At the end of the initial or renewal term for each Service Order, that Service Order shall automatically renew for the same term stated in the then existing Service Order, unless Customer gives Hotwire written notice of cancellation at least thirty (30) days before the term would otherwise expire. If state law prohibits such automatic renewal, then the Service Order shall continue on a month-to-month term at month-to-month rates.

8. LIMITATION OF LIABILITY. NOTHING IN THIS AGREEMENT LIMITS HOTWIRE'S LIABILITY, IF ANY, FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT.

IF HOTWIRE'S NEGLIGENCE CAUSES DAMAGE TO PERSON OR PROPERTY, HOTWIRE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. IF HOTWIRE'S NEGLIGENCE CAUSES DAMAGE OF ANY OTHER SORT, HOTWIRE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF HOTWIRE'S CHARGES FOR THE SERVICES OR PRODUCTS DURING THE AFFECTED PERIOD. FOR ALL CLAIMS THAT ARE NOT THE RESULT OF HOTWIRE'S WILLFUL OR INTENTIONAL MISCONDUCT, HOTWIRE WILL NOT BE LIABLE FOR PUNITIVE, RELIANCE, OR SPECIAL DAMAGES (UNLESS AN APPLICABLE STATUTE EXPRESSLY AUTHORIZES SUCH DAMAGES), AND HOTWIRE WILL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR HOTWIRE WAS TOLD THEY WERE POSSIBLE, AND THEY APPLY TO ANY NEGLIGENCE CLAIM THAT DOES NOT INVOLVE WILLFUL MISCONDUCT OR INTENTIONAL MISCONDUCT, NO MATTER HOW THAT CLAIM IS STYLED OR ON WHAT LEGAL GROUNDS (SUCH AS CONTRACT, TORT, STATUTE, MISREPRESENTATION) IT IS BASED. HOTWIRE WILL NOT BE LIABLE FOR ANY DAMAGES — AND WILL BE LIABLE ONLY FOR THE AMOUNT OF HOTWIRE'S CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD — IF SERVICES ARE INTERRUPTED, OR THERE IS

A PROBLEM WITH HOTWIRE'S SERVICES CAUSED BY AN ACT OR OMISSION OF ANOTHER PERSON OR PROVIDER FURNISHING A PORTION OF THE SERVICES (I.E., DIRECTORY LISTINGS, 911, E911). THIS SECTION WILL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

9. DISCLAIMERS. HOTWIRE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. OUTAGE CREDITS. Hotwire's sole responsibility for any Product failure shall be that Product's repair or replacement, at Hotwire's option. Hotwire's sole responsibility for any unscheduled interruption of Services, defined as failure to provide a service level of 99.999% or more (a "Service Disruption") shall be the issuance of outage credits. Outage duration is measured from the time that Hotwire opens or issues a trouble ticket number for a Service Disruption.

Credits only apply to Service Disruptions caused by problems with Hotwire's network, may not exceed the total MRC for an affected Service during any single month, and will appear on the Customer's next monthly invoice after a Service Disruption. The following credits apply to each type of Service: for the Service affected by a Service Disruption that lasts for more than forty-five (45) continuous minutes, the pro-rated daily MRC for the period during which the Service is affected.

11. BASIS FOR CANCELLATION. Hotwire may cancel Services without any liability and Customer may cancel Services without any Termination Liability if:

(a) Hotwire is prohibited from furnishing such Services at the Premises; (b) any material rate or term for such Services is substantially changed by action of the Federal Communications Commission (FCC) or any other forum of competent jurisdiction; (c) the other party materially breaches the Terms related to such Services and the breaching party fails to cure an actual material breach within thirty (30) days after written notice by the non-breaching party stating the details of the alleged material breach (or such longer time as may be reasonably necessary to cure any breach), unless Hotwire's alleged breach is caused by Customer's own breach (such as Customer's failure to allow access to equipment for repair or maintenance).

12. EFFECT OF CANCELLATION. If Hotwire suspends or terminates Services for Cause, then Hotwire will deem any or all Service Orders as ended by Termination for Convenience. Hotwire has sole discretion over terms of restoring Services. Upon thirty (30) days' advance written notice to Hotwire, Customer may terminate any Services before the end of the term ("Termination for Convenience") and pay Hotwire all amounts then due plus the Early Termination Fees ("ETF"). If the Agreement is Terminated for Convenience in the first year of this Agreement, defined as one (1) year from the Effective Date, the ETF shall be one hundred percent (100%) of the remaining MRCs for the duration of the Term. For example, if the Agreement is Terminated for Convenience in the first year and there are twenty-eight (28) months remaining in the term, the ETF will be 28 x MRC. If the Agreement is Terminated for Convenience in the second or third year of this Agreement, the ETF shall be fifty percent (50%) of the remaining MRCs for the duration of the Term. For example, if the Agreement is Terminated for Convenience in the second year of the Agreement and there are fourteen (14) months remaining in the Term, the ETF will be 7 x MRC.

13. FORCE MAJEURE. Neither party shall be liable for failure to perform all or part of this Agreement by reason of Act of God, war, labor dispute, act of terrorism, civil riot(s) or disturbance(s), actions by third party service providers, non-delivery or inadequate performance by program or equipment suppliers (including but not limited to operation of the equipment within the manufacturer's specifications, inter-manufacturer operability problems and/or issues arising through the use or upgrade of manufacturer-provided software), installation contractors, local exchange carrier(s) or underlying network provider(s), or equipment suppliers, breakdown of networks, facilities, microwave or other electrical or physical signal interference, fire, flood, legal enactment, federal, state or local governmental order, rule or regulation prohibiting, interfering with, or any other cause beyond their respective reasonable control.

14. NONDISCLOSURE. For the initial term and any renewals for each Service Order, and for one year thereafter, Customer agrees not to disclose to any third party non-public information regarding Hotwire's business, provided Customer by Hotwire, and designated "confidential" or "proprietary" ("Confidential Information"). A receiving party shall keep Confidential Information with reasonable care and protect such Confidential Information as if such information was its own Confidential Information. This section 15 does not apply to information already known to the receiving party; already in the public domain; rightfully obtained from a third party; required by law to be disclosed or disclosed as part of any court proceedings. The obligations in Section 15 shall survive any form of cancellation of this Agreement.

15. AMENDMENTS. This Agreement may only be amended by written agreement of both parties or by written notice from Hotwire to Customer without written objection by Customer within in the 30 days following such notice. If Customer objects to a proposed change, Customer and Hotwire will work together in good faith to seek to resolve it.

16. JURISDICTION AND VENUE. This Agreement, and all matters arising out of or related to it, shall be governed by the laws of the State of Florida. Any disputes concerning this Agreement shall be resolved in a state court in the county where Services are being delivered.

17. NOTICE. Notice to Customer may be directed to a contact listed in Hotwire's account for Customer, whether delivered in person, sent by facsimile, sent by courier, sent by electronic mail, or sent by U.S. Postal Service. Notice to Hotwire must be directed to Hotwire Communications, Attn: Legal Department, P.O. Box 1187, Bala Cynwyd, PA 19004. Notice is effective when sent. Customer will immediately notify Hotwire of any changes to Customer's contact information.

18. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties and supersedes all prior written or oral agreements. These Terms supersede and replace any prior Terms between the parties. These Terms apply to all existing and future Service Orders, Products, and Services, but shall not operate as accord nor satisfaction of any outstanding rights or obligations, unless specifically waived in writing and signed by Parties.

19. GENERAL PROVISIONS. (a) No specific waiver or failure to enforce any provision of this Agreement shall be deemed to constitute any permanent or general waiver. (b) This Agreement creates no partnership, joint venture or agency relationship between the parties and results in no joint communications service offerings. (c) If Hotwire seeks to enforce any term or condition of or related to this Agreement, then Hotwire shall be entitled to recover, in addition to any other remedies, its reasonable attorneys' fees, courts costs and fees, costs of investigation and any other related costs or




expenses. (d) Customer agrees not to resell or market any Services provided by Hotwire, including but not limited to electronic mail, web space, and high-speed Internet access, and Customer agrees not to compete with Hotwire in providing any of the Services, including but not limited to providing any type of Internet access, electronic mail, Web space, domain hosting, and voice services, from or to any location where Hotwire provides Services. (e) Customer shall not assign or transfer any of its rights to obligations under this Agreement without Hotwire's prior written consent. (f) Customer shall provide Hotwire with thirty (30) days' advance written notice of any change to its business name or use of fictitious or d/b/a name. (g) This Agreement shall inure to the benefit of and be binding against each party's heirs, successors or assigns. (h) If any term in this Agreement is held invalid or unenforceable in any respect, then the remainder of the Agreement shall not be affected and each term or condition of the Agreement shall be valid and enforceable to the fullest extent permissible by law. (i) Hotwire may verify and use Customers credit information as needed during the ordering or provision of Services and Products. Customer certifies that any information provided to Hotwire is true and accurate to the best of Customer's knowledge and to the best knowledge of the specific individuals who provide any information to Hotwire.

SERVICE AUTHORIZATION

HOTWIRE COMMUNICATIONS

Customer Name _____ Name Dan Hakker
Print *Print*

Customer Signature _____ Signature  *Dan Hakker*

Date _____ Date 11/19/2025

Approved by the City Commission of the City of North Port, Florida on _____, 20____.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY