



**Town of Yacolt  
Council Meeting Agenda  
Monday, March 18, 2019  
7:00 PM  
Town Hall**

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**Call to Order**

**Flag Salute**

**Roll Call**

**Late Changes to the Agenda**

**Minutes of Previous Meeting(s)**

1. Approve Minutes from 3-4-19 meeting

**Citizen Communication**

*Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.*

**Old Business**

2. Approve Mayor to sign Silver Star Agreement for Fiber Optic Service – Ted Lindsey with Silver Star will address any concerns.

**New Business**

3. Councilor Chair Quiring
4. Appoint NCEMS alternate

**Public Works Department Report**

**Town Clerk's Report**

**Council's Comments**

**Mayor's Comments**

**Attorney's Comments**

**Approve to Pay Bills on Behalf of the Town**

**Executive Session**

5. Executive Session

**Adjourn**

**Town of Yacolt  
Council Meeting Minutes  
Monday, March 04, 2019  
7:00 PM  
Town Hall**

**Call to Order**

Mayor Myers called meeting to order at 7:00 pm.

**Flag Salute**

**Roll Call**

**PRESENT**

Mayor Vince Myers  
Council Member Amy Boget  
Council Member Malita Moseley  
Council Member Herb Noble  
Council Member Rhonda Rowe-Tice  
Public Works Director Bill Ross  
Clerk Dawn Salisbury

**ABSENT**

Council Member Tami Bryant

Motion to excuse Council Member Bryant for being late to meeting made by Council Member Moseley, Seconded by Council Member Rowe-Tice.

Voting Yea: Council Member Boget, Council Member Moseley, Council Member Noble, Council Member Rowe-Tice

Motion made by Council Member Noble to excuse Council Member Bryant from meeting, Seconded by Council Member Rowe-Tice.

Voting Yea: Council Member Moseley, Council Member Noble, Council Member Rowe-Tice

Voting Nay: Council Member Boget

**Late Changes to the Agenda**

Primerica Resolution- Approve Mayor to sign Primerica Resolution to transfer investment funds to LGIP.

Motion made by Council Member Boget, Seconded by Council Member Rowe-Tice.

Voting Yea: Council Member Boget, Council Member Moseley, Council Member Noble, Council Member Rowe-Tice

### **Minutes of Previous Meeting(s)**

1. Approve Council Meeting Minutes 2-19-19 with change.

Motion made by Council Member Boget, Seconded by Council Member Moseley.

Voting Yea: Council Member Boget, Council Member Moseley, Council Member Noble

Voting Abstaining: Council Member Rowe-Tice

### **Citizen Communication**

Jim Malinowski would like council to do a formal statement to the Clark County Council in support of keeping Chelatchie Prairie Railroad in town.

Mary Rowe stated that Resolution 572 is missing attachment A. Clerk to check into and get the attachment added. Mary Rowe also asked the councils feelings towards the mini-home - trailer park proposal. Council commented they do not have enough information to make an informed decision at this time.

### **Old Business**

2. Discuss combining National Night Out with Fire District 13's Health Fair

Council approved to move National Night Out to August 3rd and combine with NCEMS Health Fair. Clerk to work with NCEMS to finalize schedule.

3. CRESA Meetings to be held March 1st and April 22nd.

Clerk Salisbury and Council Member Noble informed council of City of Vancouver and CRESA's ongoing negotiation for agreement. Next meeting will be April 22nd 10am at Camas City Hall.

### **New Business**

4. Upgrading to Fiber Optic lines

Council Member Rowe-Tice had questions on Silver Star service and internet ratings. Clerk Salisbury will send Council Member Rowe-Tice email with current upload/download speeds with Centurylink.

5. Clark County Councilor Eileen Quiring to attend our 3-18-19 Council Meeting

### **Public Works Department Report**

Dead tree coming down this week. Completed brush clean up. Asked council how many speed bumps they would like installed. Council Member Moseley made a motion for 6 speeds bumps to be installed where Public Works decides they need to go.

Motion made by Council Member Moseley, Seconded by Council Member Boget.

Voting Yea: Council Member Boget, Council Member Moseley, Council Member Noble, Council Member Rowe-Tice

### **Town Clerk's Report**

Clerk Salisbury told council about BIAS Rally. Biggest topics discussed were policies, procedures and PFML confusion.

Discussed Clark County Sheriff contract and services. We are on the list for the radar trailer.

Schindler Elevator crediting account for L&I fine we received.

Working on Easter basket donations. Impact Automotive donating grand prize basket.

Silver Star Telecom asked permission to use conduit already installed to run fiber optics for Christy Court. We are asking them to install their service throughout town.

6. State Auditor FIT Program

Clerk Salisbury explained State Auditors new website and Financial Intelligence Tool.

**Council's Comments**

Council Member Noble asked about flag pole for cemetery. Still questions about how we are going to light it at night. Asked about progress on new stop signs. Public Works has ordered necessary items to install them.

Council Member Boget stated Facebook page is up and running. Clerk, Assistant Clerk and Council Member Boget are the administrators and will check all comments before they are posted. Council Member Boget is getting flier made for Town Seal contest. Will meet with schools and artists to get word out for contest.

**Mayor's Comments**

We had a full house for the Town hall with Senator Rivers, Representative Hoff and Representative Vick. They plan on coming back after the current session is over.

NCLL letter will be mailed this week.

Interlocal with Clark County Historical Society will be looked at to address the Town of Yacolt's concerns and update accordingly.

**Attorney's Comments**

None

**Approve to Pay Bills on Behalf of the Town**

Motion made by Council Member Boget, Seconded by Council Member Moseley.

Voting Yea: Council Member Boget, Council Member Moseley, Council Member Noble, Council Member Rowe-Tice

**Executive Session**

None

**Adjourn**

Mayor Myers adjourned meeting at 8:00 pm.



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### Service Order

Product Quote to: **Town of Yacolt**  
 Contact: **Dawn Salisbury**  
 Short description: **Fiber Internet Access and Voice Services**

	Qty	Product	Service Description	Term	Monthly Recurring Charge	Installation Charge
	3	Hosted Voice Business Lines	3 Hosted Voice Business Lines. Includes voicemail and unlimited domestic US and Canada calls per month. Includes e911 and local number porting.	36 Months	Included	\$ -
	2	Yealink VoIP Phones	2 New Yealink SIP-T46G Gigabit IP Phone	36 Months	Included	\$ -
	1	Yealink Wireless Phone	Yealink W60P IP Phone - Wireless - DECT with charging base	36 Months	Included	\$ -
	1	Internet Access	50Mbps down/25Mbps up Fiber Internet Access for service at 202 W Cushman St, Yacolt, WA 98675	36 Months	Included	\$ -
<b>Total</b>					<b>\$ 305.00</b>	<b>\$ -</b>

### Silver Star Telecom Confidential & Proprietary Information

- \* Rates for local access are estimated and subject to change by local service provider at time of order.
- \* Installation charges quoted do not include additional wiring outside of Telco Demarc.
- \* Prices are valid for 30 days and are subject to verification and availability of facilities at time of order.
- \* Pricing does not include taxes, fees or surcharges.

Customer: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Term Selected: **36 Months**

*This Service Order is an Attachment to the Broadband Service Agreement between CUSTOMER and Silver Star Telecom (Agreement). Services provided in accordance with Broadband Service Agreement.*



## Letter of Agency Form – Local Service

To Whom It May Concern:

I hereby authorize Silver Star Telecom to act as my (our) agent in all matters related to the local telephone number(s) listed below and to obtain and manage local telephone service for the company. My signature below authorizes my request:

This LOA supersedes any previous Letter of Agency related to the following local number(s). Please port the numbers listed below to Silver Star Telecom.

### Local Number(s)

360-686-3922	360-686-3291			

Customer Name: YACOLT TOWN OF  
(Exactly as listed with current carrier)

Street Address: 202 W Cushman St

City: Yacolt State: WA Zip: 98675

Current Carrier: CenturyLink

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Silver Star Telecom SIP & IPBX (VOIP) Business Service Terms and Conditions**  
**Attachment to Broadband Service Agreement**

1. **BASIC AGREEMENT.** These terms and conditions supersede any inconsistent terms and conditions set forth in the Broadband Service Agreement.
2. **SERVICE DESCRIPTION.** SILVER STAR's VOIP Business Service is a Voice-Over-IP (VoIP) business telephone service which provides local telephone service, PBX-type calling features and enhanced messaging capabilities. SILVER STAR will provide Customer with local connectivity to the Public Switched Telephone Network (PSTN) and will deliver voice traffic to Customer through a net protocol conversion to an IP format via Session Initiation Protocol ("SIP") signaling using G711 or G-729A voice encoding. SILVER STAR shall provide the Service to the Customer solely for Customer's own use, and not for resale or the use or benefit of any third party. As such, it is understood that the representation and warranty contained at Section 6(b) of the Broadband Service Agreement shall not apply with respect to the Service. Customer agrees to notify SILVER STAR immediately if Customer becomes aware at any time that the Service is being stolen or fraudulently used.
3. **ASSIGNMENT OF TELEPHONE NUMBERS (TNs).** SILVER STAR shall only provide Customer with the dedicated TNs or ports ordered by Customer and accepted by SILVER STAR. Customer shall make reasonable efforts to provide SILVER STAR, on an ongoing quarterly basis, with a nonbinding demand forecast estimating the Customer's requirement of TN quantities. SILVER STAR will exercise commercially reasonable efforts to gain access to telephone number quantities to support the Service as specified by the Customer, but SILVER STAR does not guarantee telephone number availability. SILVER STAR may, upon ten (10) days' prior written notice, reclaim any TNs provided by SILVER STAR to Customer hereunder that have not been used by Customer in connection with any SILVER STAR VOIP Business Service within the immediately preceding one hundred and twenty (120) day period. No refunds shall be made to Customer regarding reclaimed TNs.
4. **ADDITIONAL SERVICES.** At Customer's option, SILVER STAR may include an allotment of outbound domestic long distance calling, subject to the limitations and usage requirements described on the Service Order. Charges for International Long Distance Calling, Conference Calling, Long Distance & International Operator Services (intrastate and interstate), and Long Distance Directory Assistance (411 or NPA 555-1212) will be billed at the then-current service rates provided at [www.silverstartelecom.com](http://www.silverstartelecom.com). The foregoing services shall be referred to as "Additional Services" on the Service Order.
5. **EQUIPMENT.** SILVER STAR provides phones and network equipment for Customer's exclusive use of the Services (the "Equipment"). The Equipment, at all times, remains the property of SILVER STAR. Customer shall not sell, lease, transfer or assign the Equipment provided by SILVER STAR. Customer may use the Equipment only at the location for which SILVER STAR has been notified of the service address.



Customer is responsible for the safekeeping of the Equipment. If in Customer's care, the Equipment is damaged, lost or stolen, Customer agrees to pay SILVER STAR the full cost to recover, repair or replace the Equipment, as determined by SILVER STAR in its sole discretion.

On the expiration or early termination of Service, Customer is required to return the Equipment to SILVER STAR in good working order. If the Equipment is not returned to SILVER STAR, Customer will be responsible for the full replacement value of the Equipment.

**6. CHARGES.** SILVER STAR will invoice Customer, and Customer agrees to pay SILVER STAR, the following charges for all SILVER STAR VOIP Business Service provided by SILVER STAR to Customer:

- (a) a non-recurring charge per Line as described on the Service Order;
- (b) a monthly recurring charge per Line as described on the Service Order;
- (c) a monthly recurring charge, on a per minute or per call basis, for usage of Additional Services not included in a package allotment as described on the Service Order; and
- (d) monthly recurring charges for optional services as described on the Service Order, or as otherwise agreed between the parties in writing.

**Surcharges.** The SILVER STAR VOIP Business Service rates are "net" of any applicable origination charges by third party providers, or regulatory fees, taxes or other surcharges imposed by governmental authorities. SILVER STAR will pass these surcharges through to Customer as a separate line item on the invoice, and Customer shall be responsible for payment of all such surcharges.

**Porting.** In the event Customer elects to port any Telephone Number (a "Porting Number") currently supported by SILVER STAR VOIP Business Service ordered by Customer under the terms of this Service Schedule, Customer agrees that until such time as the Porting Number is fully ported and no further traffic for such Porting Number traverses the SILVER STAR network, Customer shall remain bound by the terms of this Service Schedule and the Agreement (including, without limitation, Customer's obligation to pay for the applicable SILVER STAR VOIP Business Service) for any and all traffic which remains on the Porting Number.

**7. EMERGENCY SERVICES 911 AND E911 CALLING.** The Customer agrees and acknowledges that any E911 calling capability associated with SILVER STAR VOIP Business Service:

- (a) may not be available during an electrical power outage affecting the Service location;
- (b) will not be available if Customer's broadband connection service has been disrupted and not restored;
- (c) will not be available if Service has been discontinued for any reason, including Customer nonpayment;
- (d) may not be available at locations other than the location for which a Service address has been furnished to SILVER STAR;
- (e) may not be available or may be routed to emergency personnel unable to respond, if Customer has disabled or damaged the Interactive Access Device or removed it to a

- location other than one for which a Service address has been provided to SILVER STAR; or
- (f) may be delayed or unavailable due to network congestion or other problems affecting the network.

Customer is strongly encouraged to acquire and maintain alternative means of accessing E911 or other emergency response service and to inform its authorized users of emergency calling alternatives available to them. Customer acknowledges, and agrees to inform its authorized users, that when dialing 911 using the VOIP Business Service, address and call-back information may not be automatically transmitted to the emergency services operator – requiring the caller to provide such information to the operator and remain on the line until instructed to hang up.

#### **8. SERVICE AVAILABILITY.**

The Availability Service Level for SILVER STAR VOIP Business Service is 99.95% The SILVER STAR VOIP Business Service is considered unavailable if such Service is unable to send and receive calls for reasons, other than a force majeure event. In the event that the SILVER STAR VOIP Business Service becomes unavailable for reasons other than a force majeure event, Customer will be entitled to a service credit off of the monthly recurring charges associated with the affected SILVER STAR VOIP Business Service based on the cumulative unavailability of the affected SILVER STAR VOIP Business Service in a given calendar month as set forth in the following table:

##### **Service Level Credit**

15 Minutes to 2 Hours Outage = 1 Day  
2 Hours to 4 hours Outage = 2 Days  
Each Additional 2 hours Outage = 1 Day  
Maximum Service Level Credit = 30 Days

\*\*\*\*\*

Customer's acknowledgment of the foregoing SILVER STAR TELECOM VOIP Business Service Terms and Conditions:

By : \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



### **Silver Star Telecom Broadband Service Agreement**

This Broadband Service Agreement ("Agreement") is entered into by and between \_\_\_\_\_ ("CUSTOMER") and Silver Star Telecom, LLC ("SILVER STAR").

1. **Service.** CUSTOMER hereby orders and SILVER STAR hereby agrees to provide the SILVER STAR services described in the Service Order Attachment(s) to this Agreement (the "Services"). The Services shall include Voice, VoIP, DS1, DS3, OCn, Ethernet and Internet services as described in the Service Order Attachment. SILVER STAR is not responsible for the quality of transmission or signaling on the CUSTOMER's side of the network interface between SILVER STAR and CUSTOMER. Service is furnished subject to the availability of the service components required, and subject to operational and system constraints. The Service Order Attachment is incorporated by reference into this Agreement as Exhibit A. Additional Service Order Attachment(s) shall be considered part of this Agreement at the time each such Attachment has been signed by CUSTOMER and accepted by SILVER STAR.
2. **Equipment.**
  - a. **SILVER STAR Equipment.** The SILVER STAR Equipment will at all times remain the property of SILVER STAR or its designee. CUSTOMER acknowledges that the SILVER STAR equipment is merely a means through which the Service is provided by SILVER STAR and may be removed or changed by SILVER STAR at its discretion as it deems appropriate. CUSTOMER agrees not to use the SILVER STAR Equipment for any purpose other than the use of Service pursuant to this Agreement. Any relocation of the SILVER STAR Equipment must be done by SILVER STAR, which may require an additional charge.
  - b. **CUSTOMER Equipment.** SILVER STAR shall have no obligation to provide, maintain or service the CUSTOMER Equipment in connection with the Service.
3. **Billing and Payment for the Services.** SILVER STAR will send a single monthly bill for each of the Services to one location designated by CUSTOMER. CUSTOMER is liable for all amounts due to SILVER STAR under this Agreement. SILVER STAR bills in advance for Service to be provided during the upcoming month, except for usage-sensitive charges, which are billed in arrears. Billing for partial months is pro-rated based on calendar month. All payments shall be due and payable in U.S. currency within thirty (30) days after the bill date, except as otherwise provided below with respect to Billing Disputes.
  - a. **Late Payments; Failure to Pay.** SILVER STAR may add interest charges to any past due amounts. Interest charges not to exceed 1.5% monthly charged on the unpaid balance not paid within the Payment Period. If the interest rate set out above exceeds the maximum rate allowable by law, then the interest chargeable shall be equal to the maximum rate allowed by law.. CUSTOMER shall reimburse SILVER STAR for reasonable attorney's fees and any other costs associated with collecting delinquent or dishonored payments. Restrictive endorsements or other statements on checks accepted by SILVER STAR will not apply. SILVER STAR may terminate service for CUSTOMER's failure to pay. Termination charges in section 4 would apply.
  - b. **Billing disputes.** To dispute a charge on a bill, CUSTOMER must identify the specific charge in dispute and provide a full written explanation of the basis for the dispute using a standard SILVER STAR billing dispute form within 60 days after the bill date. CUSTOMER may withhold payment of a charge subject to a good faith dispute provided: (a) CUSTOMER submits the billing dispute, using a standard SILVER STAR billing dispute form, within thirty days after the bill date; (b) CUSTOMER pays the undisputed portion of all charges; and (c) CUSTOMER cooperates reasonably with SILVER STAR's efforts to investigate and resolve the dispute. If SILVER STAR determines that a disputed charge was billed in error, SILVER STAR shall issue a credit to reverse the amount incorrectly billed. If SILVER STAR determines that a disputed charge was billed correctly, payment shall be due from CUSTOMER within five days after SILVER STAR advises CUSTOMER in writing that the dispute is denied.
  - c. **Deposits.** SILVER STAR may require CUSTOMER, during the term of this Agreement, to tender a deposit in an amount not to exceed 2 months estimated Monthly Recurring Charges. SILVER STAR will rely upon commercially reasonable factors to determine the need for and amount of any deposit. These factors may include, but are not limited to, payment history, number of years in business, history of service with SILVER STAR, bankruptcy history, current account treatment status, financial statement analysis, and commercial credit bureau rating, as well as commitment levels and anticipated monthly charges. Any deposit will be held by SILVER STAR as a guarantee for the payment of charges. A deposit does not relieve CUSTOMER of the responsibility for the prompt payment of bills.
  - d. **Obligations Regarding Taxes.** CUSTOMER shall pay any applicable local, state and federal taxes, levied upon the sale, installation, use or provision of the Services, except to the extent Customer provides a valid tax exemption certificate to SILVER STAR prior to the delivery of Services. CUSTOMER shall not be required to pay any taxes assessed on SILVER STAR's income. Gross Receipts Taxes will be charged to CUSTOMER in the same manner as that provided in the AT&T Tariff F.C.C. No.1, Section 2.5.14, as amended from time to time.



4. **Term; Termination.** This Agreement shall be legally binding when signed by both parties and will remain in effect for the longest Service Term specified in the Service Order Attachments, or until otherwise terminated as provided below. The Service Term of each Attachment will begin on the date that the Service becomes available for use. If the Service Order Attachments are terminated prior to the start of Service or during the Service Term then CUSTOMER shall be liable for 100% of the scheduled payments for each of the months remaining in each of the Service Order Attachments. The Service Order Attachments will automatically renew on a month-to-month basis at the same rate unless either party provides 60 days prior notice of termination.

5. **Default.** If a party breaches any material term of this Agreement and the breach continues unremedied for 30 days after written notice of default, the other party may terminate for cause any Service Order Attachment materially affected by the breach. If CUSTOMER is in breach of its payment obligations (including failure to pay a required deposit), and fails to make payment in full within 5 days after receipt of written notice of default, SILVER STAR may, at its option, terminate the Agreement, terminate affected Attachments, suspend Service under the affected Attachments, and/or require a deposit, advanced payment, or other satisfactory assurances in connection with any or all Attachments as a condition of continuing to provide Services; except that SILVER STAR will not take any such action as a result of CUSTOMER's non-payment of a charge subject to a timely billing dispute, unless SILVER STAR has reviewed the dispute and determined that the charge is correct. The Service Order Attachments may be terminated by SILVER STAR immediately upon written notice if the CUSTOMER has become insolvent or involved in a liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. CUSTOMER shall be liable to SILVER STAR for Termination Charges, as specified in Section 4. In the event that SILVER STAR terminates Service Order Attachments as a result of a breach by CUSTOMER. Termination by either party of an Attachment does not waive any other rights or remedies it may have under this Agreement.

6. **Warranties; Limitation of Liability; Indemnification.**

a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SILVER STAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SILVER STAR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. SILVER STAR DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. CUSTOMER'S SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRO-RATED CREDIT UPON REQUEST ONLY IN THE EVENT OF COMPLETE FAILURE OF THE SERVICE DUE TO A TECHNICAL MALFUNCTION FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE. TO QUALIFY FOR SUCH CREDIT, CUSTOMER MUST REQUEST THE CREDIT FROM SILVER STAR WITHIN THIRTY (30) DAYS OF THE FAILURE. CREDITS SHALL BE APPLIED ONLY AGAINST FUTURE FEES FOR THE SERVICE.

b. CUSTOMER represents and warrants that it and any Intermediate Providers shall comply with the provisions of this Agreement and with all applicable federal and state laws and regulatory requirements with respect to the Services.

c. **Limitation of Liability.** IN NO EVENT SHALL SILVER STAR BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR REVENUES, OR ANY DAMAGES FOR LOST OR DAMAGED FILES OR DATA, OR ANY DAMAGES ATTRIBUTABLE TO THE USE OR INABILITY TO USE THE SERVICE OR ANY INFORMATION OBTAINED THEREBY, EVEN IF SILVER STAR HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

d. **Indemnification.** CUSTOMER shall indemnify, defend, and hold harmless SILVER STAR and its directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns from any and all claims, damages and expenses whatsoever (including reasonable attorneys' fees) arising on account of or in connection with CUSTOMER's use, resale or sharing of the Services provided under this Agreement

7. **Acceptable Use; Intellectual Property.**

a. **Prohibited Uses of the Service; Acceptable Use Policy.** Use of the SILVER STAR Equipment or the Service for transmission or storage of any information, data or material in violation of any federal, state or local law or regulation is prohibited. CUSTOMER shall not use the SILVER STAR Equipment or the Service, directly or indirectly, to undertake or accomplish any unlawful purpose or in violation of any posted SILVER STAR policy applicable to the Service. Without limiting the foregoing, CUSTOMER agrees to comply with SILVER STAR's Acceptable Use Policy available at [www.silverstartelecom.com](http://www.silverstartelecom.com).

b. **End User Licenses.** CUSTOMER agrees to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service

c. **Ownership of Addresses.** CUSTOMER acknowledges that CUSTOMER's use of the Service does not give CUSTOMER any ownership or other rights in any Internet/on-line addresses provided to CUSTOMER, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses, and web addresses. SILVER STAR may modify or change such addresses at any time and shall in no way be required to compensate CUSTOMER for such changes.



8. **General Terms and Conditions.** This Agreement and its exhibits constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersede and replace any and all prior written or verbal agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties and the remainder of the provisions shall remain in full force and effect. This Agreement shall be governed by the laws of the state of Washington without regard to its conflicts of laws principles. Any dispute arising out of this Agreement shall be brought in the state or federal courts having jurisdiction within Clark County, Washington. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises. SILVER STAR's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CUSTOMER may not assign, or otherwise transfer, this Agreement in whole or in part without SILVER STAR's prior written consent. Any attempt to do so shall be void. All representations, warranties and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

**SILVER STAR TELECOM, LLC ("SILVER STAR")**

\_\_\_\_\_, \_\_\_\_\_ ("CUSTOMER")

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*Customer Billing Information*

**Company Name** \_\_\_\_\_

Attn: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State Zip \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Number \_\_\_\_\_

Contact Email \_\_\_\_\_