

WIRELESS INTERNET ACCESS AGREEMENT

IN THE INTEREST OF PROTECTING CONSTITUTIONAL RIGHTS, JURORS ARE EXPRESSLY PROHIBITED FROM ACCESSING THE INTERNET, THROUGH THIS OR ANY OTHER SERVICE DURING THE COURSE OF THEIR JURY SERVICE—BEFORE AND AFTER SELECTION FOR JURY DUTY.

By using the wireless internet access provided by the Vermont Judiciary (hereinafter referred to as the “Judiciary”), you (hereinafter referred to as the “User”) agree to the terms and conditions contained within both this Agreement and Supreme Court Administrative Directive No. 28, “Electronic Devices in a Courthouse”.

The User desires to engage the facilities of the Judiciary to obtain wireless internet access through the User’s own internet or wireless service provider and the User’s own WiFi enabled devices. The Judiciary receives no compensation or remuneration, valuable or otherwise, for providing this access. The User understands and expressly agrees that this service is provided as a courtesy to the public actively doing business on or in the premises of the Judiciary. The User understands and expressly agrees that this service is provided as a revocable and non-actionable privilege and bestows no rights or expectations whatsoever upon the User.

The User understands and expressly agrees the failure to abide by this Agreement may result in the suspension or revocation of the User’s privileges at the Provider’s sole discretion.

DISCLAIMER OF WARRANTY

THE JUDICIARY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE WIRELESS INTERNET ACCESS TO BE PROVIDED BY THE JUDICIARY UNDER THIS AGREEMENT.

SERVICE INTERRUPTION

SHOULD THE WIRELESS INTERNET ACCESS FAIL OR BE OTHERWISE INTERRUPTED DURING THE COURSE OF A TRIAL OR OTHER LEGAL PROCEEDING, THE USER EXPRESSLY AGREES THAT THE TRIAL OR OTHER LEGAL PROCEEDING SHALL CONTINUE WITHOUT DELAY. THE FAILURE OF A WIRELESS INTERNET CONNECTION WILL NOT RESULT IN ANY DELAY TO ANY TRIAL OR OTHER LEGAL PROCEEDING—NOR WILL A COURT, GENERAL MASTER, OR ANY OTHER TRIBUNAL ENTERTAIN A MOTION TO SO DELAY ON THE BASIS OF A WIRELESS INTERNET ACCESS FAILURE OR INTERRUPTION.

DISAVOWAL OF LIABILITY

Under no circumstances, shall the Judiciary or anyone else involved in administering, distributing or providing internet or wireless access services, be liable for any indirect, incidental, special or consequential damages, including without limitation, loss of revenues or lost profits, or damages that result from the use of or inability to use internet or wireless access services, mistakes, omissions, interruptions, delegation or deletion of files or e-mail errors, defects, viruses, delays in operation or transmission, failure of performance, theft, destruction or unauthorized access to the User’s records, hardware, software, peripherals, programs or services, even if the User has been

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advised of the possibility of such losses. The User is expressly placed on notice that the wireless internet access service provided by the Judiciary comes without the protection of a firewall or other such security.

DISCLAIMER OF LIABILITY

All data, hardware, software, and documentation provided as part of the wireless internet access provided by the Judiciary is provided "as is" without warranty of any kind, either express or implied.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. You, the User, specifically acknowledge that the Judiciary is not liable for your defamatory, offensive, infringing or illegal materials or conduct, or that of third parties, and the Judiciary reserves the right to terminate User privileges with or without notice at any time with or without cause and without liability.

INDEMNIFICATION

User agrees to indemnify, defend, and hold harmless the Judiciary and its officers, directors, employees, and agents from and against any costs, expenses (including, but not limited, to among other expenses, reasonable attorney's fees and expenses), losses, damages (specifically excluding consequential, exemplary, special, direct, indirect or punitive damages), suits, claims, or liabilities incurred and arising from or relating to the User's use of the wireless internet access provided by the Judiciary.

MODIFICATION

This Agreement may be modified at any time by the Judiciary without notice.

TECHNICAL SUPPORT

The Judiciary will provide no technical support for this wireless internet access. Any assistance required by the User should be sought by the User at the User's own expense.

MATERIALS OR EQUIPMENT

The Judiciary will provide no materials or equipment, whether technical or non-technical, for use by the User. All equipment and materials necessary for the User to utilize the wireless internet connection shall be provided by the User at the User's expense.

GOVERNING LAW

Interpretation and enforcement of this Agreement shall be governed by the laws of the State of Vermont. The Judiciary does not waive in any part its sovereign immunity for purposes of this Agreement. User consents to exclusive jurisdiction in the State of Vermont for any action arising out of or relating to the User's use of the internet or wireless access service provided by the Judiciary. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any of the remaining provisions of this Agreement.

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ATTORNEY'S FEES AND COSTS

In any action brought under this Agreement, the Judiciary, if it prevails, shall be entitled to recover its actual costs and attorney fees and all other limitation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.

ENTIRE DISCLAIMER

The parties acknowledge that this Agreement and any modifications to this agreement constitute the complete Agreement regarding this subject, and supersedes any prior oral or written communications relating to this subject.

ACCEPTABLE USE POLICY

As consideration for the wireless internet access which the Judiciary provides to the User pursuant to this Agreement, the User agrees to the following stipulations relating to acceptable use of the User's wireless internet connection. User agrees not to use the access provided by the Judiciary to:

- a. Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, any regulations having the force of law;
- b. Impersonate any person or entity, including, but not limited to, a Judiciary official or employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. Employ misleading e-mail addresses or falsify information in the header, footer, return path, or any part of any communication, including e-mails, transmitted through the access provided by the Judiciary;
- d. Upload, post, e-mail, otherwise transmit or post links to any content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships [such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements];
- e. Upload, post, e-mail, or otherwise transmit, or post links to any content that facilitates hacking;
- f. Upload, post, e-mail otherwise transmit or post links to any content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy:
 1. Making available copyrighted software or other content that has had the copyright protection removed;
 2. Making available serial numbers for software that can be used to illegally validate or register software;
 3. Making available tools that can be used for no purpose other than for "cracking" software or other copyrighted content;
 4. Making available any software files for which the user does not own the copyright or have the legal right to make available;
- g. Upload, post, e-mail, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. Upload, post, e-mail, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit

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the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the wireless access.

- i. Upload, post, e-mail, otherwise transmit, or post links to any content, or select any member or user name or e-mail address, that is unlawful, harmful, threatening, abusive harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically, or otherwise objectionable;
 - j. Upload, post, e-mail, otherwise transmit, or post links to any content that promotes illegal activity, including without limitation the provision of instructions for illegal activity;
 - k. Upload, post, e-mail, otherwise transmit, or post links to any content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age;
 - l. Harm minors in any other way;
 - m. Make any sexual request on behalf of a minor or make any sexual request of a minor;
 - n. "Stalk" or otherwise harass another;
 - o. Collect or store personally identifying information about other users for commercial or unlawful purposes;
 - p. Upload, post, e-mail, otherwise transmit, or post links to any material or act in any manner that is offensive to these stipulations of acceptable use.
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