

USER AGREEMENT

IMPORTANT NOTICE: BY USING THE CITY OF KENNESAW KENNESAWWIFI SERVICE, FEATURES OR ACTIVATING USE OF KENNESAWWIFI SYSTEMS YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW. PLEASE READ THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW CAREFULLY AS THEY, AMONG OTHER THINGS, LIMIT OUR LIABILITY (Secs. 18 and 19) AND REQUIRE MANDATORY ARBITRATION OF DISPUTES (Sec. 24). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND THE ADDITIONAL PROVISIONS BELOW, YOU MAY NOT USE OR ACTIVATE THE KENNESAWWIFI SERVICE, FEATURES OR SYSTEMS.

This is a binding agreement between you and City of Kennesaw (“City of Kennesaw,” “we,” “our,” or “us”) for use of City of Kennesaw’s wireless local area network broadband communications services and related services and features (the “Service”) in accordance with the City of Kennesaw Wi-Fi Terms and Conditions set forth below (the “Terms”), any applicable City of Kennesaw Wi-Fi Service or Wi-Fi Rate Plan (the “Wi-Fi Plan”), City of Kennesaw’s Acceptable Use Policy and such other policies as City of Kennesaw may adopt (collectively, “Policies”), each as they may be amended from time to time and as may be posted from time to time at the City of Kennesaw website at www.kennesawwifi.net.

1. Agreement Governing Use of Service. These City of Kennesaw Terms, any Wi-Fi Plan you have agreed to, and the Policies, including any City of Kennesaw materials you received in connection with your account (together, the “Agreement”), govern the use of the Service. If the Service, in whole or in part, is subject to any tariffs filed by City of Kennesaw (“Tariffs”), then you further agree that such Service will also be governed by the terms of any such Tariffs, which Tariffs are incorporated in this Agreement by reference. In the event of a direct inconsistency, except as otherwise expressly stated in any of the foregoing, the Terms will control. You do not have the authority to vary, alter or amend any of the provisions of this Agreement. The provisions of this Agreement will control over any statement appearing as a restrictive endorsement or other language which purports to modify a right, obligation or liability of either party on any document you may send to City of Kennesaw. Read below for terms that specifically apply to certain services or plans that you choose. As these provisions of the Agreement may be updated from time to time, you agree to regularly check your postal mail, e-mail and all postings on the KennesawWiFi website at www.kennesawwifi.net, or on another website about which you have been notified and bear the risk of failing to do so. You agree City of Kennesaw may change the provisions of the Agreement from time to time, and agree that electronic notices to you will be considered given and effective on the date posted to the “Service Announcements” section of KennesawWiFi’s website (currently located at <http://www.kennesawwifi.net>). Such changes will become binding on you on the date posted to the City of Kennesaw website and no further notice by City of Kennesaw is required.

2. Acceptance of Agreement by Use/Activation. You acknowledge that you have read and understood, and you agree to, each of the provisions of the Agreement, and you represent and

warrant that you are of legal age and authorized to enter the Agreement and to accept and agree to become bound by the terms of the Agreement. The Agreement applies to you and to anyone who uses the Service. By (a) initiating, activating or using the Service, and/or (b) providing or authorizing a written or electronic signature or otherwise so indicating electronically, you will have been deemed to have accepted the current version of the provisions of the Agreement (i.e., the Terms, any Wi-Fi Plan, any applicable Tariffs, and the Policies) (or ratified any previous consent to the same). If you do not agree to the terms of the Agreement, you may not use the Service.

3. Changes to the Agreement or Charges. We may change or increase any applicable charges for the Service or any other charges at any time. However, if we: (a) increase the charges for a Service and you would be charged a termination or other fee to cancel that Service, or (b) we modify a material term of our Agreement with you and the modification would be materially adverse to you, we will notify you of the increase or modification (as provided in Sec. 16) and you can cancel the affected Service without paying the termination or other fee (which is your only remedy) by following the cancellation instructions in the notice. If you do not cancel the Service by following the instructions in the notice, then you agree to the increase or modification, even if you paid for Service in advance. If we increase charges for Service to which no termination or other fee to cancel service applies, we will notify you of the increase, but you will still be responsible for any termination fee applicable to any Services you may have if you cancel Service.

4. Intended Use of Service: Prohibited Uses. Unless otherwise authorized by us in writing, you may only use a single user account solely for your use of the Service through one unit per login session. You may not reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, directly or indirectly transfer, distribute or exploit any portion of the Service without City of Kennesaw's prior written consent. You will not use the Service in a manner prohibited by any federal, state, or local law or regulation, and will abide by City of Kennesaw's Policies, which set forth additional rules that govern your activity in connection with the Service. Without limiting the foregoing, you may not use the Service, or allow the Service to be used, for any abusive purpose or in any way that damages City of Kennesaw's property or interferes with or disrupts City of Kennesaw's network or other users or subscribers.

5. Content Disclaimer: Cautions and Restrictions. We do not control, nor are we responsible or liable for, data, content, services, or products (including software) that you access, download, receive or buy via the Service. We may, but do not have to, block information, transmissions or access to certain information, services, products or domains to protect us, our network, the public or our users. Therefore, messages and other content may be deleted before delivery. The Internet contains unedited materials, which may not be in compliance with all federal, state, and local laws and regulations, and which may be offensive to you. We are not a publisher of third-party content accessed through the Service, and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service. You access such materials at your own risk. If you decide to let children under the age of eighteen access the Service, we strongly recommend that you supervise their

usage. You are responsible for paying all fees and charges of third party vendors whose sites, products or services you access, buy or use via the Service. If you choose to use the Service to access web sites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. How third parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not ours. We have no responsibility for third party provider policies, or their compliance with them. If you elect to download into your Device or otherwise enable any software, including any client-based software designed to facilitate your access of the Service, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the log-in process for the Service. In no event will City of Kennesaw, its affiliates, and/or their agents be liable for any lack of privacy which may be experienced with regard to the Service. For additional information, please refer to our privacy policy applicable to you at www.kennesaw-ga.gov for additional information. You will defend, indemnify and hold City of Kennesaw, its affiliates, and their agents harmless against any and all claims, losses, or liability arising under this section 6. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

6. Term; Termination of Service. The Agreement begins on the date Service is initiated, activated or used (or is otherwise deemed to have been accepted as provided in Sec. 2) and will continue until terminated by you or us in the manner provided in the Agreement. You understand that if at any time you are not current in paying any amounts owed to us, or if your credit or debit card ("Card") expires, does not process payment or is otherwise rejected, we may terminate the Service immediately in our discretion without notice. Despite termination you will be liable for payment of any amounts due or other obligations incurred before or upon termination, whether the Agreement is ended by you or us.

7. Loss of Service Due to Power Failure. You acknowledge that the Service does not function in the event of power failure. A power failure or disruption may require you to reset or reconfigure your Device prior to utilizing or reutilizing the Service.

8. Service Distinctions. You acknowledge and agree that the Service is not a telephone service. Important distinctions exist between telephone service and the Service offering provided by City of Kennesaw. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before federal, state or local telecommunications regulatory agencies.

9. Back Up. You acknowledge that you are solely responsible for backing up all computer files by copying them to another storage medium. Neither City of Kennesaw, its affiliates, nor their agents will be liable for any loss of data or damage to hardware, software, or files, including any Device.

10. Copyright / Trademark / Firmware / Software. The Service and any firmware or software used to provide the Service, or used in connection with the Service, and all Service, information, documents and materials delivered to you by City of Kennesaw or located on KennesawWiFi's website are protected by trademark, copyright and other intellectual property

laws and international treaties. All names, service marks, trademarks, trade names, logos and domain names (collectively “Marks”) of City of Kennesaw are and will remain the exclusive property of City of Kennesaw and nothing in the Agreement grants you the right or license to use any of such Marks. You acknowledge that you are not given any license to use any firmware or software under this Agreement. You represent and warrant that you possess all required rights, including software and/or firmware licenses, to use that equipment with the Service, including the Device, and you agree to defend, indemnify and hold City of Kennesaw, and its affiliates, and their agents harmless against any and all any and a ll claims, losses, or liability arising out of your use of such equipment, including the Device, with the Service. The foregoing sentence will survive termination or expiration of the Agreement for any reason. You agree not to reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of any firmware or software used to provide the Service or used in connection with the Service.

11. Default; Termination.

You will be in default under the Agreement if you do not pay any sum when due, breach the Agreement or any other agreement between you and us, become the subject of any proceeding under the Bankruptcy Code or become insolvent. In any case, you shall remain responsible for payment of all charges and fees (including any early termination fee) due under the Agreement (including charges incurred after a bankruptcy filing), which charges will be immediately due and payable. We have the right to discontinue Service and/or terminate the Agreement without prior notice if you default under the Agreement. If we agree to renew Service to you after discontinuing Service, you agree to pay any applicable reactivation charges. Our remedies hereunder are not exclusive but are in addition to all other remedies provided by law or equity.

12. Complaint Resolution/Notices. In order to resolve a complaint regarding the Service or to receive further information regarding the use of the Service, please contact City of Kennesaw KennesawWiFi support at www.kennesawwifi.net. Written notices to you will be effective three (3) days following the date deposited in the U.S. Mail addressed to your address as kept in our files. You are responsible for notifying us of any changes in your address. Written notice to City of Kennesaw will be effective when directed to City of Kennesaw’s Information Technology Department received at the address set forth at www.kennesawwifi.net. Notices must be in writing to be effective. Notices sent by email to you at the email address email address stated in the Order Form will constitute written notice.

13. Amendments. Subject to applicable law, City of Kennesaw may in its sole discretion amend any part of the Service or provision of the Agreement. City of Kennesaw will provide notice to you of any material modification. Such notice will be effective by posting it on the City of Kennesaw website at www.kennesawwifi.net or on another web site about which you have been notified, or by sending notice via e-mail, first class U.S. postal mail, or overnight mail to your physical address of record or the e-mail address on City of Kennesaw’s account records. You agree that any one of the foregoing will constitute sufficient notice. If you do not agree to a modification that is materially disadvantageous to you, you may terminate the Agreement within twenty (20) days of the date we send our notice. If you use the Service or make any payment to us after City of Kennesaw provides notice as specified above of a

material modification, and do not provide termination notice to us within the specified time period, you agree to that change, retroactive to the announced effective date of the modification. Without limiting the foregoing, City of Kennesaw may revise any Policy at any time, and such revisions will be effective immediately upon posting on KennesawWiFi's website, or providing written notice, whether electronic or otherwise, to you.

14. Notices and Procedure for Making Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2) (as amended), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. Note that inquiries relevant to the following procedure only will receive a response.

15. DISCLAIMER OF WARRANTIES AND DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CITY OF KENNESAW DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AND THERE ARE NO CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INTERFERENCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY, VIRUSES, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITY OF KENNESAW ALSO DISCLAIMS ANY COMMON-LAW DUTIES RELATING TO ACCURACY OR LACK OF NEGLIGENCE. IN ADDITION, THERE IS NO WARRANTY OF TITLE, AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR AGAINST INFRINGEMENT. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS OR OTHER DOCUMENTS, WRITTEN OR ELECTRONIC, OR BY ANY CITY OF KENNESAW EMPLOYEES OR REPRESENTATIVES OR AGENTS, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY CITY OF KENNESAW. NEITHER CITY OF KENNESAW NOR IT AFFILIATES, THEIR AGENTS OR SUPPLIERS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM SERVICE DEGRADATION, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING, INTERFERING OR DESTRUCTIVE PROPERTIES. WITHOUT LIMITING THE FOREGOING, THE QUALITY OF THE SERVICE MAY BE AFFECTED BY CONDITIONS WITHIN OR BEYOND OUR CONTROL, INCLUDING ATMOSPHERIC, GEOGRAPHIC, OR TOPOGRAPHIC CONDITIONS, OVERALL NETWORK USAGE LEVELS, NETWORK SIGNAL QUALITY, USER AND THIRD PARTY EQUIPMENT PERFORMANCE, INCLUDING THE DEVICE, INTERNET TRAFFIC LEVELS, AND OTHER FACTORS. WITHOUT LIMITING THE FOREGOING, CITY OF KENNESAW WILL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OUTSIDE CITY OF KENNESAW'S REASONABLE CONTROL,

INCLUDING WITHOUT LIMITATION ANY FLOOD, FIRE, ACCIDENT, EMBARGO OR OTHER GOVERNMENTAL ACT OR DIRECTIVE, ABSENCE OF GOVERNMENTAL APPROVAL OR CONSENT, MATERIAL CHANGES IN APPLICABLE LAW OR REGULATION, OR DECREE OF ANY COURT, DELAY OR DEFECT IN DELIVERY BY SUPPLIERS, TRANSPORTATION DELAY OR UNAVAILABILITY, RIOT, WAR, ACT OF TERRORISM OR OF THE PUBLIC ENEMY, POWER OUTAGE, LABOR DISPUTE OR SHORTAGE, THIRD PARTY NETWORK PROBLEMS, ACTS OR OMISSIONS OF UNDERLYING CARRIERS OR OTHER THIRD PARTIES, OR ACTS OF GOD. SERVICE IS ONLY AVAILABLE WITHIN THE COVERAGE AREA OF THE CITY OF KENNESAW NETWORK, WHICH IS SUBJECT TO CHANGE. YOU ACKNOWLEDGE THAT SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, EQUIPMENT MODIFICATIONS OR UPGRADES, AND FOR OTHER REASONS WITHIN AND WITHOUT THE DIRECT CONTROL OF CITY OF KENNESAW. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SERVICE FOR THE RECONSTRUCTION OF ANY LOST DATA OR FILES. CITY OF KENNESAW CANNOT AND DOES NOT GUARANTEE THE SECURITY OR INTEGRITY OF DATA TRANSMISSION OR STORAGE, PRIVACY, OR THAT VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE DETECTED OR REMEDIATED BY THE SERVICE.

16. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CITY OF KENNESAW NOR ITS AFFILIATES, THEIR AGENTS OR SUPPLIERS WILL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT OR UNDER ANY THEORY, WHETHER CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY FEES PAID TO CITY OF KENNESAW HEREUNDER DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY, (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, PRODUCTS, OR RIGHTS, (III) FOR ANY LOSS OR CORRUPTION OF DATA OR DELAYED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET, (IV) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, OR (V) FOR ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY USER'S DATA. THESE EXCLUSIONS AND LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER BASIS, AND APPLY WHETHER OR NOT CITY OF KENNESAW WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. In addition, these exclusions and limitations will apply even if any remedy fails of its essential purpose. IF YOU ARE DISSATISFIED WITH THE SERVICE OR IF YOU HAVE ANY OTHER DISPUTE WITH CITY OF KENNESAW, OR CLAIM AGAINST CITY OF KENNESAW, THEN, TO THE

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ANY LIABILITY (IF ANY) WILL BE LIMITED TO THE RECOVERY OF YOUR DIRECT DAMAGES INCURRED IN REASONABLE RELIANCE, LIMITED TO THE AMOUNT AND EXCLUSIONS SET FORTH HEREIN.

17. Indemnification. You will defend, indemnify, and hold City of Kennesaw, its affiliates, and their directors, officers, employees, agents, and shareholders and any other service provider or supplier (collectively, the “City of Kennesaw Parties”) harmless against any and all claims, losses, damages, and liabilities sustained by the City of Kennesaw Parties resulting from, arising out of the Agreement, the Service, any breach or non-fulfillment of any representation, warranty, or covenant by you set forth in the Agreement or from your use or misuse of the Service. You also agree to pay City of Kennesaw’s reasonable attorneys’ and expert witness fees and costs incurred in enforcing the Agreement, including any such fees incurred in connection with any appeal. This section will survive termination or expiration of the Agreement for any reason.

18. Assignment and Successors in Interest. All of the provisions of the Agreement will be binding upon, inure to the benefit of, and be enforceable by your respective successors and permitted assigns. Except as specifically stated herein, neither the Agreement nor any of your or City of Kennesaw’s rights, interests, or obligations may be assigned or delegated by you without the prior written consent of City of Kennesaw. Any unauthorized assignment or delegation will be null and void. Notwithstanding the foregoing, City of Kennesaw may assign or otherwise transfer its rights and obligations under the Agreement without restriction.

19. Signing Authority; Authorized User. You acknowledge that you are of legal age, have received a copy of the Agreement and have read and clearly understand the terms of the Agreement and, if activating on behalf of a corporation or other entity, are fully authorized to legally bind such entity. You acknowledge that you are responsible for all charges incurred by any person you authorize to access your account, or to use your Device or the Service.

20. Entire Agreement/Severability. This Agreement, including the Terms, any Wi-Fi Plan, applicable Tariffs, and the Policies (each as they may be amended from time to time) together contain the entire agreement and understanding concerning the Service and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of the Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

21. ARBITRATION; CHOICE OF LAW; STATUTE OF LIMITATIONS; JURY WAIVER. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ALL DISPUTES ARISING UNDER THIS AGREEMENT (OTHER THAN YOUR FAILURE TO MAKE PAYMENTS IN ACCORDANCE WITH THE AGREEMENT

AND ANY ACTION TO COLLECT AMOUNTS DUE TO CITY OF KENNESAW UNDER THIS AGREEMENT, WHICH MAY BE BROUGHT IN ANY COBB COUNTY COURT OF COMPETENT JURISDICTION) WILL BE SETTLED EXCLUSIVELY BY BINDING ARBITRATION USING THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) THEN IN EFFECT. THE SOLE PLACE FOR ARBITRATION WILL BE COBB COUNTY, GEORGIA, UNLESS THAT LOCATION IS PROHIBITED BY LAW, IN WHICH CASE THE ARBITRATOR WILL SELECT THE LOCATION OF THE ARBITRATION. ONE (1) ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA RULES WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. THE DECISIONS OF THE ARBITRATOR WILL BE BINDING AND CONCLUSIVE UPON ALL PARTIES INVOLVED AND JUDGMENT UPON ANY AWARD OF THE ARBITRATOR MAY BE ENTERED BY ANY COBB COUNTY COURT HAVING COMPETENT JURISDICTION. THIS PROVISION WILL BE SPECIFICALLY ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION. UNLESS OTHERWISE REQUIRED BY LAW, YOU AND CITY OF KENNESAW WILL EACH BEAR THEIR OWN EXPENSES, INCLUDING ATTORNEYS’ FEES, EXCEPT THAT PAYMENT OF THE FEES AND EXPENSES OF THE ARBITRATOR WILL BE GOVERNED BY THE RULES OF THE AAA. THIS DUTY TO ARBITRATE WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON. ALL CLAIMS WILL BE ARBITRATED INDIVIDUALLY AND THERE WILL BE NO RIGHT OR BASIS FOR CONSOLIDATION, CLASS TREATMENT OR CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY (SUCH AS A PRIVATE ATTORNEY GENERAL) OF ANY CLAIM UNLESS PREVIOUSLY AGREED TO IN WRITING BY CITY OF KENNESAW. THE ARBITRATOR WILL NOT HAVE ANY AUTHORITY TO AWARD ANY SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES EXCEPT AS PERMITTED BY THE AGREEMENT. YOU WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT OR THE SERVICE. YOU WAIVE ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND CITY OF KENNESAW AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THE AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED. NOTHING IN THE AGREEMENT WILL PREVENT CITY OF KENNESAW FROM SEEKING CONSERVATORY, PROTECTIVE OR INJUNCTIVE RELIEF WITH RESPECT TO A VIOLATION OF ITS INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION PENDING THE OUTCOME OF THE ARBITRATION, OR ENFORCEMENT OR RECOGNITION OF ANY AWARD OR ORDER IN ANY COURT OF COMPETENT JURISDICTION.