

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

25-714

SAP Number

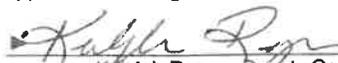
## Innovation and Technology Department

<b>Department Contract Representative</b>	Jeremiah Thomas
<b>Telephone Number</b>	(909) 388-0641
<b>Contractor</b>	Space Exploration Technologies Corp.
<b>Contractor Representative</b>	N/A
<b>Telephone Number</b>	N/A
<b>Contract Term</b>	Upon acceptance of the agreement and continuing until terminated by either party.
<b>Original Contract Amount</b>	N/A
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	1201404048

**Briefly describe the general nature of the contract:** Non-financial Acceptable Use Policy with Space Exploration Technologies Corp., including non-standard terms, for Starlink satellite-based internet services and software licenses, which shall remain in effect for as long as the County and its affiliated agencies continue to access or use the underlying software, or until terminated in accordance with the provisions of the agreement.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

  
Raleigh Ragon, Deputy County Counsel

Date 8/29/25

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date

## Acceptable Use Policy

### ENGLISH

This Acceptable Use Policy (“AUP”) describes the acceptable use by you of SpaceX’s two-way satellite-based Starlink internet service (“Services”) and the related equipment (“Starlink Kit”). The AUP is a material part of your Services agreement with SpaceX (“Service Terms”). The AUP allows SpaceX to provide its customers with the best Services possible while also complying with the laws and regulations governing use of the internet. **BY USING THE SERVICES YOU AGREE TO BE BOUND BY AND COMPLY WITH THE AUP.**

**AUP VIOLATION EXAMPLES.** The following are examples of conduct which may lead to the suspension or termination of your Services: (1) accessing without permission or right the accounts or computer systems of others, spoofing the URL, DNS or IP addresses of SpaceX or any other entity, penetrating the security measures of SpaceX or any other person’s computer system, or attempting any of the foregoing; (2) transmitting uninvited communications, data or information, or engaging in other similar activities, including without limitation, “spamming”, “flaming”, and denial of service attacks; (3) intercepting, interfering with, or redirecting email or other transmissions sent by or to others; (4) introducing viruses, worms, harmful code, or Trojan horses on the Internet; (5) engaging in conduct that is defamatory, fraudulent, obscene, or deceptive; (6) violating SpaceX’s or any third party’s copyright, trademark, proprietary, or other intellectual property rights; (7) engaging in any conduct harmful to the Starlink network, the Internet generally, or other Internet users; (8) using the Services or Starlink Kit to violate any SpaceX rule, policy, or guideline, including failure to comply with all Notice to Mariners (NOTMAR), and to stay clear of the designated hazard areas related to SpaceX rocket launches; (9) using the Services or Starlink Kit in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel, or racist in nature, or which espouses, promotes, or incites bigotry, hatred, or racism; or (10) downloading or using the Services in or Starlink Kit in violation of other International Trade Controls described in the Service Terms.

**THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT.** SpaceX respects the intellectual property rights of third parties. You may not store any material or use the Services or the Starlink Kit in any manner that constitutes an infringement of third party intellectual property rights, including, for example, under copyright law. Pursuant to Section 512 of the Digital Millennium Copyright Act, it is SpaceX’s policy to terminate the account of repeat copyright infringers in appropriate circumstances. In addition, SpaceX expressly reserves the right to suspend, terminate, or take other interim action regarding

the Services if, in its sole judgment, SpaceX believes that circumstances relating to an infringement of third party intellectual property rights warrant such action.

**EXCESSIVE USE OF NETWORK RESOURCES.** SpaceX reserves the right to engage in reasonable network management to protect the overall network, including analyzing traffic patterns to optimize services and preventing the distribution of viruses or other malicious code. SpaceX reserves the right to immediately restrict, suspend, or terminate Services without notice in order to protect the network or minimize congestion caused by unauthorized use.

**AUP ENFORCEMENT AND NOTICE.** Failure to observe the restrictions and guidelines associated with this AUP may result in SpaceX taking actions that may range from a warning to a suspension or termination of Services. SpaceX reserves the right to act immediately and without notice to restrict, suspend or terminate Services, if it determines that your conduct may: (1) expose SpaceX to sanctions, prosecution, civil action or other liability; (2) cause harm to or interfere with the integrity or normal operations of SpaceX's Services or any network(s) with which SpaceX is interconnected; (3) interfere with another SpaceX customer's use of the Services; (4) violate any applicable law, rule, or regulation, including, but not limited to, copyright or any other intellectual property infringement; or (5) otherwise present an imminent risk of harm to SpaceX or its customers. In the event of the termination of Services by reason of the violation of this AUP, all applicable Starlink Kit charges will apply. Except as expressly provided herein, the rights and remedies of SpaceX are cumulative and not exclusive of any rights or remedies that SpaceX may otherwise have at law or in equity.

**REVISIONS AND RESERVATION OF RIGHTS.** SpaceX reserves all rights, including the right to revise, amend or modify this AUP and any other SpaceX policy at any time, in accordance with the Service Terms. Such changes will become effective on the date SpaceX sends them to you or posts them to the Starlink Customer Portal. Your continued use of the Services will constitute your acceptance of any such changes to the AUP or other SpaceX policy. If you do not wish to continue Services after a change, you may terminate Services via the Starlink Customer Portal at any time, in accordance with the Service Terms.