

# CIMCO Data Services Agreement

CIMCO, A Division of Comcast Business Services  
1901 S. Meyers Road, Ste. 700  
Oakbrook Terrace, IL 60181  
Phone: 630-691-8080  
Fax: 630-691-8788



Customer: Village of Lombard

Telephone Number: \_\_\_\_\_

Address: 255 E Wilson Ave

Contact: \_\_\_\_\_

City: Lombard State: IL ZIP: 60148

This Agreement authorizes CIMCO, A Division of Comcast Business Services, (hereinafter referred to as "CIMCO") in accordance with the terms and conditions herein set forth of this Agreement; to provide Data Services (hereinafter referred to as "Services") for the above named Customer (hereinafter referred to as "Customer").

- CIMCO will provide Services to locations designated by the Customer in accordance with CIMCO's Interstate Service Offering No. 1, Service Offering No 2, ICC tariff 4 and 7 and will arrange all functions required to transfer the Customer's Communication Services, as follows:  
 Internet     Firewall     Router     VPN     Web Hosting     IPVPN     Colocation
- Customer understands and agrees that invoices are payable upon receipt. In the event payment is not made, Customer agrees to pay all late charges, costs and expense of collection, including interest and a reasonable attorney's fee. This Agreement shall be construed under the laws of the State of Illinois and any action to construe or enforce this Agreement shall be brought in the courts of the State of Illinois. Customer is responsible for all contract liability incurred from previous carrier. Customer authorizes the release of credit and financial information to CIMCO by Customer's bank and other references.
- Customer agrees to subscribe to Services for a **36** month consecutive term and shall automatically renew for consecutive month-to- month terms, unless written notice of non-renewal is sent, by either party, within sixty (60) days prior to the end of the term. For new Services, the term shall commence on the installation date of Services. For renewed Services, the term shall commence on the effective date, defined as the date Customer signs and submits the Services orders and terms and conditions to CIMCO. Customer's Notice of Non-Renewal must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. CIMCO reserves the right to commence billing upon circuit delivery.
- Customer acknowledges that CIMCO will commence provisioning of Customer's order for Services and that CIMCO will incur expense in reliance upon Customer's commitment for the Services. Customer agrees that if it Customer cancels this order prior to the time that CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO for the expense that CIMCO incurs. Customer further agrees that such expense will be difficult to measure, and that the sum of \$1,000.00 is a reasonable estimate of the amount of expense that CIMCO is anticipated to so incur. Therefore, if Customer cancels this order prior to the time that CIMCO begins providing Services to Customer, then Customer will be liable to CIMCO in the amount of the out of pocket expense CIMCO incurred and \$1,000.00, as liquidated damages and not as a penalty.
- Following are the data circuits that apply to this Agreement:  
See Attached Quote # DSL060710-MH1:  
Customer has received a copy of the Quote and agrees to the terms and pricing. \_\_\_\_\_ (Customer initials required)
- All equipment listed on the quote noted in number 5, is property of CIMCO and will be returned to CIMCO once Services has been terminated. It is the Customer's responsibility to send the equipment to the then current address now, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 Attn: Keith Zlatos.
- CIMCO shall perform installation and maintenance services for Customer, and Customer shall purchase such services from CIMCO, in accordance with the terms and conditions set forth below.  
Customer received a copy of the Installation and Maintenance Agreement. \_\_\_\_\_ (Customer initials required)
- CIMCO reserves the right to terminate any customers Internet service based on the acceptable use policies being violated.
- If Customer disconnects any or all circuits prior to the end of the term of this Agreement, Customer agrees to pay an early termination charge equal to one hundred percent (100%) of the total Monthly Recurring Charges, for the disconnected circuit times the number of months remaining in the unexpired term of this Agreement. The foregoing early termination charges shall not apply in instances where Customer terminates this Agreement by converting to a new CIMCO agreement that is equal to or greater than its initial term and monthly commitment. All termination notifications must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing, sent by US Postal Service, by certified mail with return receipt requested.
- This signed Agreement and any other documents transmitted by fax machine or E-signature shall be treated in all manner and respects as an original document. Any such fax document shall be considered to have the same binding legal effect as an original document.
- The liability of CIMCO for damages arising out of mistakes, omissions, interruptions, delays, intrusions, errors or defects in transmission occurring in the course of furnishing Services or other facilities and not caused by the negligence of the Customer, commences upon activation of Services and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of Services during which such mistakes, omissions, interruptions, delays, intrusions, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, CIMCO will in no event be responsible for any indirect, incidental, consequential, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- The Customer has the option to cancel the order for Quote ID, \_\_\_\_\_, for a fiber application (DS3, GigaPath, etc.) if once the order is placed and there are special construction non-recurring charges determined and Customer does not want to pay. Customer must provide written cancellation within 3 business days from the time a CIMCO representative contacts Customer. If determined there is no additional charge to Customer for the special construction build then Quote ID \_\_\_\_\_ will continue to process as a valid order. Customer Initials Required \_\_\_\_\_ (Enter N/A if this is not an application needing fiber.)

CIMCO shall not be liable for any general, special, indirect, incidental or consequential damages of any character as a result of the Services provided by or not provided by CIMCO.

The undersigned hereby agrees to the terms and conditions set forth herein and is duly authorized to execute this Agreement.

Customer: \_\_\_\_\_

Sales Representative: Michael J Hanley

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

CIMCO, A Division of Comcast Business Services

Print Name: \_\_\_\_\_

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

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

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

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

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