

CIMCO Service 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 Communication Services (hereinafter referred to as "Services") for the above named Customer (hereinafter referred to as "Customer").

1. 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 No. 4 and 7 and will arrange all functions required to transfer the Customer's Services, as follows:

- Local Service Long Distance Service

2. Customer is responsible for all telephone calls placed from the telephone numbers (ANI) designated under Services. Customer is responsible for all contract liability incurred from previous carrier. Customer understands and agrees that invoices are payable upon receipt. In the event that 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.

3. 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 Service's orders and terms and conditions to CIMCO. Customer's Notice of Non-Renewal must be sent to CIMCO: CFO, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. If after the time CIMCO begins providing Service to Customer, Customer terminates this Agreement, or transfers part or all of its usage from CIMCO to another carrier prior to the end of the term of this Agreement or the end of any renewal term, then Customer shall pay to CIMCO, as liquidated damages and not as a penalty, 50% of Customer's average monthly usage, lines and features on the CIMCO program times the number of months remaining of such term. Customer agrees that the damage CIMCO will suffer as a result of such termination will be difficult to measure, and that the sum set forth above is a reasonable estimate of the amount of damage that CIMCO would be anticipated to suffer in such event.

4. In the event Customer determines that the quality of the network transmission purchased from CIMCO herein does not satisfy such Customer's quality standards for performance of network services, then the Customer must notify CIMCO of such dissatisfaction in writing, sending by US Postal Service via certified mail with return receipt requested. CIMCO will have thirty (30) days to rectify the problem in accordance with Industry Standards. Customer's Notice of Dissatisfaction must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181. In the event CIMCO cannot rectify the problem in accordance with Industry Standards, Customer may terminate Services with CIMCO without further liability, except for payment in full for all usage and charges associated with Services provided in accordance with this Agreement.

5. 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 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 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.

6. The Customer guarantees payment of all monies due CIMCO or its assignee, as a result of any account established for Customer and/or its subsidiaries. Further, Customer guarantees that all statements made herein are true and correct to the best of Customer's knowledge. Finally, Customer authorizes the release of credit and financial information to CIMCO by Customer's bank and other references.

7. This signed Agreement and any other documents transmitted by fax machine and E-Signature shall be treated in all manner and respects as an original document. Any such document shall be considered to have the same binding legal effect as an original document.

8. CIMCO calling cards and Services have safeguards that report excessive use. Notwithstanding, Customer remains fully responsible for all charges arising from and in connection with the use of such cards and Services until fraud is detected and blocked. Customer will be responsible for all charges to all such cards and Services and agrees that said charges will be paid in a timely manner. Until Customer notifies CIMCO to close such cards and Services, all charges are presumed to be authorized by Customer.

9. CONFIDENTIAL INFORMATION – Terms and conditions of this Agreement and all documents referenced herein, communication between the parties regarding this Agreement or the Services to be provided hereunder, as well as such information and price quotes relevant to any other Agreement between the parties are Confidential between Customer and CIMCO and shall not be disclosed by Customer to any third party.

10. All termination notifications must be sent to CIMCO: VP General Manager, 1901 S. Meyers Road, Suite 700, Oakbrook Terrace, IL 60181 in writing by US Postal Service, by certified mail with return receipt requested.

In no event shall CIMCO be liable for general, special, punitive, consequential or incidental damages of any character as a result of the services provided by or not provided by CIMCO. CIMCO disclaims any implied warranties regarding the Services.

The undersigned hereby agrees to the terms and conditions set forth herein and are 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: _____