

CIMCO Circuit 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 Communications Services (hereinafter referred to as "Services") for the above named Customer (hereinafter referred to as Customer).

Local Circuit

Long Distance Circuit

- CIMCO will provide Services to locations designated by the Customer in accordance with CIMCO's Service Offering No. 1, Service Offering No 2, ICC tariff 4 and 7 and will arrange all functions required to transfer the Customer's Services.
- 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 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. If after the time CIMCO begins providing Services 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 on 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. 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 Customer cancels this order prior to the time that CIMCO begins providing service 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.

5. Following are the circuit quote(s) that apply to this Agreement:

Attached Quote # (s): METPR060710-MHKB, CBL060710-MH1, RCR06072010 MHKB, RCR06072010 MHLG

Customer has received a copy of the quote and agrees to the terms and pricing. _____ (Customer initials required)

- Customer guarantees payment of all monies due CIMCO or its assignee, as a result of any account established for the 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.
- In the event of conflict or discrepancy between provisions of this order and provisions of the applicable tariff, the provisions of the tariff will prevail. This order and the applicable tariffs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Services.
- Customers requesting termination of a circuit prior to the expiration date of the **36** month term will be liable for a charge on each individual circuit canceled, calculated as described below, which upon termination shall become immediately due and payable in its entirety. The termination charge for monthly term agreements will be calculated as follows:

A. LOCAL CIRCUIT Termination:

If Customer disconnects any or all Local circuits prior to the end of the term of this agreement, Customer agrees to pay an early termination charge equal to fifty percent (50%) 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.

B. LONG DISTANCE CIRCUIT Termination:

If Customer disconnects any or all Long Distance 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.

- 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.
- The Customer has the option to cancel the order for quote ID N/A for a fiber application (DS3, GigaPath, etc.) if once the order is placed and there are special construction non-recurring charges determined and the Customer does not want to pay. Customer must provide written cancellation within 3 business days from the time a CIMCO representative contacts the customer. If determined there is no additional charge to the customer for the special construction build then quote ID N/A will continue to process as a valid order.

Customer Initials Required _____ (Enter N/A if this is not an application needing fiber.)

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.

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.

Company: _____

Sales Representative: Michael J Hanley

By: _____

CIMCO, A Division of Comcast Business Services

Print Name: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____