

 **RioplexBroadband**
4800 N 23rd
McAllen, Texas
Office: 956-683-7979
Fax: 956-631-2334

Hidalgo County Service Quote

<u>Items</u>	<u>Quote</u>	<u>Total</u>
Installation Fee		225.00
Monthly		325.00
	Total:	550.00

*This total is put together with the assumption that the customer is tax exempt.

Breakdown

Installation & Equipment Rental

\$225.00 – This covers the cost of the installation labor and the equipment rental. This is a one time fee and this is not a rental to own agreement. If the service is canceled or becomes past due by more than 60 days we will then to retrieve the equipment. On the day of the installation you will pay this charge plus whatever monthly you choose.

Commercial Monthly Rate:

325.00 per month 5Mb up/5Mb down

If you have any questions please feel free to contact me at:

Jason Aaberg
Rioplex Broadband
Sales Representative
Cell: 956-648-1737



600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1195 (fax)

INTERNET SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between County of Hidalgo, ("Customer"), and Smartcom Telephone, LLC ("Smartcom"), for the purpose of establishing the terms and conditions under which Smartcom will provide data service. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer the selected application of services of the following type(s):

<u>Service</u>	<u>MRC*</u>	<u>Installation</u>	<u>Premise Equipment</u>
<i>Internet service 10Mbps x 10Mbps</i>	<i>\$599.00</i>	<i>\$199.00</i>	<i>provided by Smartcom</i>

**Plus any applicable Taxes or regulatory fees*

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on May 5 2011 and continuing to and including May 4 2012. At the end of this initial term if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location. At the Customer's request, the full installation charges can be broken into three (3) equal payments, commencing with the first month's bill after installation of each service.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy which can be located at: <http://w3.sc2000.net/component/content/article/59-aup>

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

IP ADDRESS. IP Blocks that are assigned by Smartcom are for Customer use only, and it is understood that Smartcom will not guarantee routing of any IP's of any user other than those assigned to the Customer. IP addresses issued by Smartcom are not portable and remain the property of Smartcom. If the Customer discontinues service with Smartcom, Smartcom will bear no responsibility or liability for any actions or costs incurred by Customer in obtaining or reconfiguring its equipment with new IP addresses.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install T-1 service to the modem/router at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work. Smartcom reserves the right to change, modify or offer special promotions for the T-1 product offering.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

EQUIPMENT WARRANTY: Smartcom-provided new modem/router equipment will be covered by the by the manufacturer's warranty. During the one-year warranty period, Smartcom will support the modem/router for problems covered by the manufacturer's warranty to include full replacement of the router, if necessary. Once the one-year warranty period has expired, Smartcom will no longer support problems with the T-1 modem/router. Any equipment furnished by Smartcom will be maintained at no cost to the Customer throughout the duration of this Agreement.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

RIGHT TO MODIFY. Smartcom reserves the right to increase the monthly charge to customer if Smartcom's underlying carrier raises the cost it charges Smartcom to deliver the service to Customer's premise. Should such increase in monthly charges exceed 10% of the MRC, Customer may choose not to pay such increase in monthly charges and have service terminated at that time, abrogating this agreement and releasing both parties from the terms set herein. This document supersedes any or all previous agreements, verbal or written. Periodic amendments to this agreement may be allowed and can be sent via electronic mail ("e-mail"). Should the parties agree to an amendment, such amendments shall be effective upon written execution of both parties.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

EARLY TERMINATION. Cancellation/termination within the first 8 months will be subject to a termination liability charge equal to 80% of the remaining balance of the contract; termination during the 9th to 12th months will be subject to a liability charge equal to 90% of the remaining balance of the contract. Additional charges may apply based upon current promotions

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this 5th day of May, 2011

Signature

Signature

For Customer

For Smartcom Telephone, LLC

Printed Name

Printed Name

Billing Address:

Installation Address

100 N. Closner

100 N. Closner

City Edinburg State:TX Zip: 78539

City Edinburg State:TX Zip: 78539

Billing Phone: _____

Phone number at Install Site: _____