



# Services Quote

2400 Ritter Drive

Jonesboro, AR 72401

Phone: (870) 336-3443 Fax: (870) 336-9443

<b>Customer:</b>	City of Jonesboro		
<b>Billing Address:</b>	Neely Road		
<b>City:</b>	Jonesboro		
<b>State/Zip:</b>	AR		72404
<b>Phone:</b>	8702435353		
<b>Fax:</b>			
<b>Service Address:</b>	Neely Road		
<b>City:</b>	Jonesboro		

<b>Account Executive:</b>	Scott Roberson
	Business Sales Representative
<b>Technical Consultant:</b>	
<b>Quote Date:</b>	5/15/2013
<b>Customer Service Advocate (CSA):</b>	Amy Veteto

Qty.	Description	Term	Non-Recurring Charges (Installation - Deposit)	Usage or per Unit Charges		Monthly Recurring Charges	Totals	
							NRC	MRC
<b>Data Services (Internet)</b>								
1	Metro Ethernet Service		44,846.70				\$44,846.70	
1	3MG New Fire Station Neely Rd.	60 Mos.		150.00	Mo.	150.00		\$150.00
1	VLAN	60 Mos.		100.00	Mo.	100.00		\$100.00
Local/Federal Taxes & Fees not included								

**Notes:**

To accept this quote please sign and fax to 870 336 9443 or scan and email to scott.roberson@rittermail.com. Thank you.

NRC	TOTAL MRC
\$44,846.70	\$250.00

*[Signature]* 5-15-13  
 Ritter Management Date

*[Signature]* 5-15-13  
 Ritter Representative Date

Customer

Date

**NOTES:**

- Sales Quote is valid for 30 days from issuance.
- All line charges are estimates, actual line charges will be used for invoicing.
- This Sales Quote is subject to Ritter Communications Master Services Agreement and Product Specific Attachment(s).
- Charges do not include all applicable local, state, and federal taxes.
- If charges for additional white page listing are incurred, charges will appear on monthly billing.



## Ritter Communications – Master Services Agreement

### Purpose:

This Master Service Agreement (“Agreement”) is made effective as of the last date signed below and entered into by and between Ritter Communications (“Ritter” or “Company”) and City of Jonesboro (“Customer”).

Ritter shall provide the Products and Services, noted below, specified in the Sales Quote, or any addenda under the terms of this Agreement. This Agreement consists of this signature page, a Sales Quote (if applicable), General Terms and Conditions, our Acceptable Use Policy, the applicable Product and Service Attachments, if any, and any addenda and all applicable tariffs.

### Article I – Products and Services

#### Products and Services (check each which applies):

Each of products and/or services listed below applies under this agreement at the time of origination. Additional products and services may be attached to this Master Services Agreement as Attachments to this Agreement.

#### Telephone and Voice Services:

- |   |  |
|---|--|
| <input type="checkbox"/> Primary Rate Exchange (PRI)      | <input type="checkbox"/> Long Distance Service |
| <input type="checkbox"/> Local Exchange Telephone Service | <input type="checkbox"/> 800 Toll Free Service |

#### Dedicated Internet Services:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Fiber Internet | <input type="checkbox"/> Full T1 Data Circuit | <input type="checkbox"/> Fractional T1 Data Circuit |
| Speed:        Mb                        |   |   |

#### Designated Internet Services: Package Speeds Down/Up in Megabits per second (Mbps):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> 30Mbps/10Mbps | <input type="checkbox"/> 50Mbps/15Mbps | <input type="checkbox"/> 100Mbps/30Mbps |
| <input type="checkbox"/> 10Mbps/2Mbps  |  |   |

#### Up-to Internet Packages: Package Speeds Down/Up in Megabits per second (Mbps):

- |                                       |  |                                       |
|---------------------------------------|--|---------------------------------------|
| <input type="checkbox"/> 5Mbps/1Mbps  | <input type="checkbox"/> 10Mbps/2Mbps  | <input type="checkbox"/> 15Mbps/2Mbps |
| <input type="checkbox"/> 30Mbps/2Mbps | <input type="checkbox"/> 50Mbps/10Mbps |                                       |

#### DSL Internet (Available only in limited areas within 10,000 feet of Ritter Central Office):

- ADSL2+ (8Mbps/768Kbps)

#### Networking Products:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Dynamic Shared Service Solution/Flex T1 | <input type="checkbox"/> Local Area Network (LAN)<br><i>Attach Service Description</i> | <input type="checkbox"/> Wide Area Network (WAN)<br><i>Attach Service Description</i> |
| <input type="checkbox"/> Virtual Private Network (VPN)           | <input checked="" type="checkbox"/> Metro Ethernet Solution                            | <input type="checkbox"/>  |



*Attach Service Description*

*Attach Service Description*

**Video Services:**

- Commercial Cable Television
- Multi-Tenant Unit (MTU) Installation

**Hosted, Managed, and Virtual Solutions** *(All Require Attached Service Description):*

- Managed Voice Phone Solution
- Website/Web Server Hosting
- Email Hosting (includes Bulk Email)
- Application Hosting
- Remote Data Backup
- 

**Customer Premises Equipment Solution** *(Requires Attached Service Description):*

- PBX Phone System
- Traditional Key System
- 

**Other Service Solution not mentioned above** *(Requires Attached Service Description):*

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**Article II – Contract Length and Pricing**

**TERM COMMITMENT:** Customer agrees to the Term Commitment a term of 60 months (Term) or as stated in the attached Sales Quote, if a Sales Quote is used. The rates set out on the attached Sales Quote are based on the Term Commitment. The initial Term will begin upon customer acceptance and date upon which billing is applied.

**PRICING, PAYMENT, AND TERMINATION:** Pricing (Rates) shall be as set forth in the applicable tariffs and, if applicable, on any attached Sales Quote sheets or Statements of Work executed by both parties. Payment, Billing Disputes, Termination, Early Termination and Early Termination Charges will be handled in accordance with General Terms and Conditions (attached) unless otherwise specified by this Master Services Agreement.

**Article III – Attachments to Master Services Agreement**

**TERMS AND CONDITIONS:** Terms and conditions shall be as set forth in the applicable tariffs and this Master Services Agreement, including the attached General Terms and Conditions.

**ATTACHMENTS TO MASTER SERVICES AGREEMENT:**

- **Service Descriptions and Statements of Work:** Service Descriptions or Statements of Work for all applicable services will be added as Attachments to the Master Services agreement to detail the equipment, solution, and/or service being provided by Ritter Communications to customer.



- **Sales Quotes:** Sales Quote documents will be attached to the Master Services Agreement to detail pricing for each and every equipment, solution, and/or service provided by Ritter Communications to the Customer.
- **Service Level Agreements:** For applicable products and services, Ritter Communications may provide detailed Service Level Agreements (SLA) to the Customer as Attachments to the Master Services Agreement at the time of contract execution.
- **Acceptable Use Policy:** All Internet related services provided by Ritter Communications to Customer will be subject to all applicable terms set forth by the Ritter Communications Acceptable Use Policy (AUP) available by request from Ritter Communications, or by access at <http://getritter.info/terms-and-policies/>
- **Additional Attachments:** Any additional Attachments to this Master Services Agreement will be subject to approval and execution by both Ritter Communications and Customer and will be subject to all applicable Terms as set forth by this Agreement.

**ENTIRE AGREEMENT:** This Agreement and the applicable tariff provisions are the complete agreement between the parties concerning its subject matter and replaces any prior oral or written communications between them. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied which are not specified in this Agreement and the applicable tariff. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement. The Agreement and all matters relating to the validity, construction, performance and enforcement are governed by applicable federal law, the rules and regulations of the FCC and applicable laws, regulations or ordinances for the state and local areas where Service is provided. This Agreement can only be modified by a written document executed by the parties.

Agreeing to be bound by its terms, Customer and Company have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

**Ritter Communications**

**Customer:**

Signature: 

Signature: \_\_\_\_\_

Printed Name: Scott V. Roberson

Printed Name: \_\_\_\_\_

Position Title: Account Executive

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

Date: 5/15/2013

Federal ID#: \_\_\_\_\_

SS#: \_\_\_\_\_

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



## General Terms and Conditions

### 1. TERM COMMITMENT:

Customer agrees to the Term Commitment as stated in the Master Service Agreement (TERM COMMITMENT) and early termination fees will apply. The rates set out on the attached Sales Quote are based on the Term Commitment.

**2. RATES:** The Company's charges for the Products are as specified in the applicable tariff and on Customer's Sales Quote (Rates). Because Customer agrees to a Term Commitment, throughout the Term of this Agreement, the Sales Quote may reflect and the Customer may receive a discounted rate based upon the length of such Term commitment. Such discounts vary according to specific products and services and Term Commitments. Customer agrees to pay any and all applicable federal, state, and local taxes (however designated) levied upon Company and our affiliates in connection with the sale, installation, use, or provision of the Services, Products and CPE including amounts that Company or its affiliates are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, number portability fees, etc. If Customer is tax-exempt under federal or state law, it may submit to Company a valid tax-exempt certificate, and Company will not assess the applicable tax to Customer. Customer agrees to notify Company if its tax-exempt status changes during the term of this Agreement.

### 3. EARLY TERMINATION

**PENALTY:** If Customer decides to terminate a Product or Service prior to the end of the Term, Customer will be subject to early termination charges equal to the number of months remaining in the Term multiplied by the monthly rate for the Product plus all non-recurring charges. A particular Product or Service may be provisioned through a third-party. If that is the case, Customer will be charged and will pay all costs incurred by the Company from such third-party that are caused by Customer's early termination. Customer shall be obligated to pay all such charges within thirty days of Customer's notice of termination.

All termination requests must be submitted in writing to the Company at least 30 days prior to the requested

termination date. Billing for Services will terminate 30 days from the receipt of the written termination request.

**4. RENEWAL:** Following the initial Term Commitment, all agreed services will continue on a month-by-month basis unless services are otherwise cancelled by the customer or the Agreement is renewed. Any services continuing on a month-to-month basis may be subject to month-to-month rates dictated by Ritter Communications and/or applicable tariffs.

**5. PAYMENT:** Unless otherwise provided in the attached Sales Quote, Customer will be billed monthly. The first bill will include all non-recurring charges, recurring charges for the first full month, any additional charges incurred as a result of any special requests from Customer (such as expedite charges) and the pro-rated amount for Products/Services provided during installation. Customer will be billed for all applicable taxes and fees. Customer will not be billed for taxes that are based on the Company's net income.

Customer agrees to pay all charges within thirty days of the date of the Company's invoice to customer ("Due Date"). Customer shall pay interest on payments made following the Due Date at the rate of one and a half percent or the maximum rate allowed by law. If the Customer's check is returned by Customer's bank, Customer does not pay all undisputed amounts by the Due Date, the Company reserves the right to disconnect Services and refuse to continue to provide the Products and Services.

Company also reserves the right to bill Customer retroactively for any services not previously billed by the Company.

**6. BILL DISPUTES:** For other than Product or Service Outages, Customer will have up to ninety days (commencing five days after the date of the Company's bill) to initiate a dispute over charges or to receive credits, if applicable. The applicable Product Attachment will contain remedies for Product or Service Outages. To dispute a bill, Customer must send to the Company a written itemized description of the specific charges being disputed by Customer. The Company must receive this information prior to the date set above. Customer agrees to pay all charges by the Due Date not specifically itemized in such written notice of dispute. Credits for Service Outages will be based on the applicable tariff and the Product Attachment.

### 7. USE OF SERVICES:

Customer agrees to independently assess Customer's need for the Products and Services. Customer agrees to indemnify the Company and to hold Company harmless from any and all claims resulting from the Customer's use of the Products, which causes damage to the Customer, the Company's other customers, or any third party. This indemnification also extends to any utility company that the Company may use to provide Products.

The Company's corporate Acceptable Use Policy ("AUP") governs use of many of the Company's Products and Services. The Company's AUP discusses policies including security, email, Usenet, and copyright. Customer agrees to fully comply with AUP. The Company's AUP for Internet Services may be viewed at <http://getritter.info/terms-and-policies/>. The Company's AUP is dynamic and is modified from time-to-time without prior notice to Customer. At any time, Customer may also send a written request for the most recent copy of the AUP. Violation of the Company's AUP by Customer or any of Customer's end users may result in immediate termination of the Agreement and/or discontinuation of Products or Services.

**8. BANDWIDTH:** The Products and Services may be provided in conjunction with a third-party, or Customer communications may travel outside of the Company's network. The Company does not guarantee bandwidth or port speed for circuits and connections outside of the Company's network.

**9. UPGRADES:** If Customer upgrades the Products before the end of Term, no early termination penalty will be charged. Customer may be required to purchase the upgrade under a new Term Commitment.

### 10. CUSTOMER PREMISE

**EQUIPMENT:** Along with the Products, the Company may rent or sell to Customer standard Customer Premise Equipment ("Standard CPE"). Standard CPE will either be located at the Company's facility or at Customer's premises. Standard CPE only includes equipment manufactured by vendors with whom the Company has an established business relationship.

All CPE that Customer rents from us will be made available for Customer's use only for the Term of this Agreement ("Rented CPE"). Customer has no property rights in the Rented CPE. The Company reserves the right



## General Terms and Conditions

to replace any Rented CPE at the Company's expense and with minimal interruption to the Services.

**11. AUTHORITY:** Customer represents and warrants that it is the owner of, or a tenant in, the premises where the Service is to be provided and has authority to enter into this Agreement and abide by its terms. Customer agrees to indemnify and hold us harmless from any claims arising from a breach of the previous sentence.

**12. SUBSCRIBER PRIVACY NOTICE:** As a subscriber, Customer is entitled under Federal law to certain privacy notices, including a Customer Proprietary Network Information privacy notice. Company includes its subscriber privacy notices in the package of information provided to Customer when Customer activates Service. If Customer desires additional copies of the privacy notice, please contact a customer service representative to have a notice sent to Customer.

**13. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas conflict of law principles, and the parties agree that any appropriate state or district court serving Craighead County, Arkansas, shall have exclusive jurisdiction over any case or controversy arising hereunder, and Customer hereby consents to the personal jurisdiction of all such courts over Customer.

**14. TARIFF:** Customer recognizes, understands and agrees that Tariffs on file with the Arkansas Public Service Commission are applicable to various services and products provided herein.

**15. LIMITATIONS:** COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY PRODUCTS, EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF WAGES. THE SERVICE AND PRODUCTS ARE SUBJECT TO THE

TERMS AND LIMITATIONS OF ANY APPLICABLE TARIFF. TO THE EXTENT COMPANY'S PRODUCT OR SERVICE IS NOT TARIFFED THEN THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED AND COMPANY DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED. NOTHING CONTAINED HEREIN IS MEANT TO LIMIT THE SCOPE OR REMEDIES UNDER AN APPLICABLE TARIFF FOR TARIFFED SERVICE.

**16. "UP TO" INTERNET SPEEDS:** Access speeds for internet packages deemed "up to" may vary and are not guaranteed. The speeds quoted are the maximum rates by which downstream Internet access data may be transferred between Company's facilities and the network interface device at Customer's premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer's modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Company's control. Actual internet speeds vary due to many factors including the capacity or performance of Customer's computers or modems and their configuration, Customer's wiring and any wireless configuration, Customer's destination and traffic on the Internet, Customer's internal network or other factors at the internet site with which Customer is communicating.

**17. SECURITY:** Customer is responsible for securing its network, customer premises equipment, modems, voice mail systems and other customer equipment from unauthorized access and to assure that it is not used in any fraudulent, unauthorized or unlawful manner, whether by customer's employees or

third parties, including but not limited to accessing outbound services through the use of any voice mail system. Customer is responsible for establishing adequate passwords, securing passwords and changing passwords that allow access to its service, voicemail system and equipment, including changing passwords when necessary due to employees leaving the Customer. Customer is responsible for any and all costs and charges, including long distance and toll charges associated with such usage including any fraudulent, unauthorized or unlawful usage or failure to secure, including by adequate password protection, its network, voice mail system, customer premises equipment, modems or other customer equipment.

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**Customer Initials**

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**Date**