

# QX Networking & Design, Inc.

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This Contract is for an Internet service agreement between **Lexington-Fayette Urban County Government** and **QX.Net**.

	<u>Installation Fee</u>	<u>Monthly Recurring</u>
20mb Enterprise Ethernet (wireless backhaul) 3 Year (36 month) Contract	\$0	\$399

**Total Non-Recurring Fees: \$0**  
**Total Recurring Fees: \$399**

This contract assumes a yearly service agreement, and does not include applicable Telco sales tax. A Router capable of terminating the Ethernet link is required for service (not included unless otherwise stated). Twenty-four hour telephone technical consulting for the connection is available. Reasonable onsite support is available during the business day. The Ethernet link will include the IP addresses as reasonably justified. QX.Net guarantees the listed speeds. However, higher speeds may be provided as a best effort service for client utilization and burst rate purposes. Installation of the Ethernet connection should take about 4 weeks from the order date. The monthly recurring rate assumes the Ethernet connection and general ISP services. Billing will commence upon installation of the Ethernet connection on the client site.

On a multi-year agreement, upgrades can replace existing service agreements. Upon termination of agreed upon services the client is responsible for the remainder of the contract. A 45 day written notice must be provided if the client wishes to terminate this contract after the applicable term. This agreement will auto-renew for 12 month periods without the written request to discontinue services.

The Service Level Agreement between QX.Net and the client stipulates the following: QX.Net will monitor the Ethernet connection twenty-four hours a day, 365 days a year. In the event of an interruption of service, QX.Net's monitoring system will notify our support staff. Upon receipt of an outage notification, QX.Net support will examine the Ethernet connection. Should a site visit be required to restore service, QX.Net support will coordinate a visit with the client and dispatch within an hour of confirming the need for on-site repair with the client. QX.Net will credit \$75 to the client account for every hour that QX.Net fails to provide Internet connectivity.

To accept this contract, initial here and sign on pages (2) and (3) \_\_\_\_\_

Indicate the acceptance of the Agreement for service by signing below.

The Service Level agreement does not cover outages caused by the following: hardware failure, changes on the clients local network, inadequate wiring, a physical line or loop problem, and any situation that was not caused solely by QX.Net. The total credit amount may not be greater than the monthly billing amount.

This contract is for Lexington-Fayette Urban County Government, 100 Trade St. Lexington Ky 40511 only. Significant location changes will require a different circuit cost, affecting the overall price. Changes to this agreement make it voidable at QX.Net's discretion. The pricing in this agreement is valid until 03/31/2019.

**Contracted Client (Lexington-Fayette Urban County Government)**

Signature \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Term: 3 Year

**QX.Net Executive**

Signature \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Consent to Jurisdiction and Forum Selection.

The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Fayette, State of Kentucky. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph.

**Contracted Client (Lexington-Fayette Urban County Government)**

Signature \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**QX.Net Executive**

Signature \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_