

Term Discount Pricing Agreement

City of Minot
Traffic Department
1025 31st St. SE
Minot, ND 58701
701-857-4111

Traffic VLAN 2345, VPN Circuits

PO Box 2027
3615 N. Broadway
Minot, ND 58703
www.srt.com



TERM DISCOUNT PRICING AGREEMENT

- 1. SERVICE:** SRT Communications, Inc. (hereinafter called SRT) agrees to provide and maintain communication services as described in EXHIBIT 1 as a monthly service for City of Minot, Traffic Dept. (herein after called the customer) according to the terms and conditions set forth in the Agreement.
- 2. RENEWAL:** Upon the expiration of the term of this agreement, this agreement may automatically be renewed, unless cancelled in writing by either party thirty (30) days prior to expiration, for the period of one (1) year. Additional renewal terms must be extended under a new term discount pricing agreement.
- 3. ADDITIONS:** If new or additional services are added subsequent to the date of the initial installation, a new monthly charge will be computed to cover additional services, added as specified in future amendments.
- 4. SERVICE INTERRUPTION & RESTORATION:** Although SRT will restore service as quickly as possible, it is understood that this Agreement does not cover damages to failure of the facilities, caused by customer misuse, customer negligence, fire, flood, wind, acts of God or public enemy, or improper wiring, installation, repair or alteration by any party other than SRT. The cost of repairs necessitated by any of the above excepted causes and/or service work for moves, changes or facilities, equipment and/or software additions shall be the sole responsibility of the customer.
- 5. ASSIGNMENT:** This Agreement shall not be transferred or assigned by the customer without the express written consent of SRT.
- 6. PERFORMANCE:** In the event of any material breach in the terms of this Agreement by the customer, SRT shall under no circumstances be liable for any special incidental or consequential damages for loss, damage or expense, directly or indirectly, arising from the customers' facilities, equipment and/or software or from any other cause.
- 7. ENTIRE AGREEMENT:** The provisions contained in this Agreement constitute the entire Agreement between SRT and the customer with regard to the subject matter herein and any alterations or modifications hereto must be in writing, referenced to the Agreement, and be executed by the customer and SRT.

IN WITNESS WHEREOF, the parties hereto enter into this Communication Services Term Discount Pricing Agreement.

**City of Minot Traffic Dept.
1025 31st St. SE
Minot, ND 58701
701-857-4111**

**SRT Communications, Inc
3615 N Broadway
PO Box 2027
Minot, ND 58702-2027**

Authorized by (Signature)

Authorized by (Signature)

Printed Name

Jessica MacDonald

Printed Name

Title

Account Executive

Title

Date

Date

EXHIBIT 1

Term Discount Pricing Agreement between SRT Communication, Inc. and

City of Minot

Initial Service Provided as of : _____

TERM: The term of this agreement shall be Five (5) years or Sixty (60) months. The Agreement may be canceled upon not less than thirty (30) days after written notice is given by either party to the other, subject to the termination liability specified below.

SERVICES: For the purpose of this agreement "Services" means Private Network VLAN 2345 City of Minot Traffic Lights between SRT and City of Minot.

SERVICE CHARGES: During the term of the Agreement, SRT will provide service described for the sum of \$429.60 per month plus taxes and federal charges. If this Agreement is renewed, SRT reserves the right to make adjustments in the charges to compensate for increased costs necessary to reflect the ongoing service requirements. If the rate of the service provided is reduced during the term of this agreement, the customer may renegotiate this agreement at the new rate.

TERMINATION LIABILITY: The basic termination liability of \$25,776.00 (existing 14 circuits X 60 months, on attached contract.) will be reduced by \$429.60 for each month service has been provided.