



Wireless Data F-ES (Fixed End System) Order Form

A03-026

CONTACTS		
Alltel Sales Representative	Alltel Business Representative	After Hours Business Contact
Name: Tim Gillis	Name:	Name: Mark Sargent
Agent ID: EBT	Agent ID:	Agent ID:
Phone: 602.390.1546	Phone:	Phone: 602.914.5533

BILLING INFORMATION		
Billing Contact: Heather Wildemann	Phone Number: 623 773-7218	
Billing Company: City of Peoria	E-Mail: HeatherR@PeoriaAz.com	
Street Address: 8401 West Monroe	City: Peoria	State: AZ Zip: 00008-5345

CIRCUIT INFORMATION		
Contact Name: John Wilson	Location NPA-NXX:	
Company: City of Peoria	E-Mail: JohnBW@PeoriaAz.com	
Phone Number: 8401 West Monroe Ave.	FAX: 623 773-7270	
Circuit Street Address: 8401 West Monroe Ave.	City: Peoria	State: AZ ZIP: 85345
Circuit Location in Building and Special Considerations: Room: 230 Floor: 2	Visiting Permitted? with not	
Phone Number for Remote Dial-In Access:	Do You Already Have a Host IP Address? No	
Does the customer have a demarcation point establish? Not sure If no, the LEC will install the demarcation point		

SERVICE CHARACTERISTICS

The following steps are necessary to establish Frame Relay service to the ALLTEL Wireless Data Network:

- The customer must determine the size of the PVC necessary to support their applications. An ALLTEL Wireless Data Engineer is available for consultation. A 56K PVC is usually adequate.
- The customer should select a Frame Relay carrier (AT&T, Quest, Ameritech, MCI) that serves ALLTEL's Wireless Data Network from the customer's location. ALLTEL makes no endorsements, customer is encouraged to seek the best rates available.
- If the customer does not have a Frame Relay circuit, they will need to order one from (B) above. If they already have Frame service, just a PVC order needs to be placed.
- To place the order, the customer must first request a LOA (Letter Of Authorization) from an ALLTEL Wireless Data Engineer. The customer will include this LOA with their Frame Relay order to their carrier.
- The customer must provide a router with a CSU/DSU to connect the Frame Relay circuit to their internal network. Any setup or security required at this point is the customer's responsibility.
- ALLTEL Wireless Data Engineers will assist with TCP/IP routing design and implementation.

ALLTEL SERVICE FEES

The following are ALLTEL charges/fees, and do not include LEC charges:

- All new F-ES orders are subject to a one-time setup charge of \$200.00	\$200.00
- All F-ES orders incur a monthly recurring maintenance fee of \$100.00 and a port fee as follows:	
- 56K Frame PVC = additional \$50.00 per month, recurring,	or
- 256K Frame PVC = additional \$100.00 per month, recurring,	or
- T-1 Frame PVC or point-to-point circuit = additional \$250.00 per month, recurring	
	Total Monthly Charge: \$150.00

CITY OF PEORIA, a municipal corporation

	8/6/2002		7.29.02
Herman Kobergen	Date	Tim T. Gillis	Date
Customer or Customer's Representative		Alltel Wireless Representative	

Materials Manager Note: Billing for this connection will begin on the date that the circuit is installed.

E-Mail completed form to WirelessData@alltel.com **A 504 37102**

General Terms and Conditions

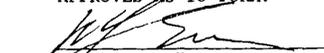
This Agreement is entered into as of the date on the front of this Agreement (the "Effective Date") by and between ALLTEL for the provision of CDPD F-ES Connection services (the "Services") to Customer, and the Customer set forth on the front of this Agreement.

1. **Definitions.** Unless otherwise defined herein, capitalized terms when used herein shall have the meanings set forth in Section 8 hereof.
2. **Term.** The term of this Agreement shall be for a period of one (1) year from the Effective Date. At the end of the Term, ALLTEL will continue to provide Services to Customer under this Agreement on a month-to-month basis unless either party provides the other with thirty (30) days' written notice of non-renewal.
3. **Additional Services.** ALLTEL may provide, from time to time, additional services such as detailed billing reports, applied engineering support, customer training and project management upon mutually agreed-to terms.
4. **Data Services Reporting and Billing.** Payment for Services and, if applicable, for Equipment, is due within thirty (30) days of date of invoice. Overdue balances shall accrue a late payment fee equal to the lesser of one and one-half percent (1.5%) per month on any amount not paid when due, or the highest amount allowable by applicable state law or tariff. The fee shall be paid every month on all outstanding overdue balances and shall be prorated for each day that the payment is overdue. Such late payment fee will not be compounded monthly. If timely payment is not received in full, ALLTEL may, at its sole option and without limiting any other remedy available under law or in this Agreement, disconnect Services, subject to a reconnection charge for service restoration. Customer shall be responsible for all charges incurred in connection with the provision of Services to all Subscribers hereunder.
5. **Taxes.** Services prices are exclusive of all federal, state, municipal or other government, excise, sales, use, occupational, or like taxes. The amount of any present or future tax applicable to the sale of Services shall be paid by Customer, or in lieu thereof, Customer shall furnish ALLTEL with a tax-exemption certificate acceptable to the appropriate taxing authorities.
6. **Limitation of Liability.**
 - (a) ALLTEL shall not be liable to Customer or any Subscriber hereunder for interruptions caused by failure of Services, failure of communications, power outages, or other interruptions not within the complete control of ALLTEL. There shall be no credit, reductions, or setoff against the charges for Services for downtime or interruption of Services unless such Services interruption exceeds twenty-four (24) hours in duration. ALLTEL shall provide a credit equal to one-thirtieth (1/30) of the recurring monthly charge for Services for each twenty-four (24) hour period from the time of notice of interruption until Services restoration, provided ALLTEL receives notice of such interruption.
 - (b) The liability of ALLTEL for any cause whatsoever, including but not limited to any failure or disruption of the Services provided under this Agreement, including the Full Service option, or any cause arising from use of the Equipment, regardless of the form of action, whether in contract or tort or otherwise, including negligence, shall be limited to an amount equivalent to charges payable under the agreement for the Services during the period such claim
 - (c) Notwithstanding any provision contained herein, ALLTEL shall not be liable to Customer or any Subscriber for any special, consequential or punitive damages of any kind, including but not limited to, loss of business opportunity, loss of profits, or loss of the use of equipment.
 - (d) CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE SERVICES AND FOR ITS COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL STATUTES, LAWS AND REGULATIONS. ALLTEL MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY MERCHANDISE, INFORMATION OR PRODUCTS PROVIDED THROUGH CUSTOMER'S USE OF THE SERVICES.
7. **General Provisions.**
 - (a) **Termination.** ALLTEL may terminate this Agreement if Customer fails to pay for services or the Equipment as set forth in this Agreement. ALLTEL may, at its sole option, terminate the provision of Services in any Market that ALLTEL ceases to own, manage or operate or that ALLTEL determines, in its best judgment, does not serve its business interests. In the event that Customer terminates the Agreement before the end of the first one-year term for a reason other than a breach by ALLTEL of which ALLTEL receives notice and subsequently fails to cure after thirty days, Customer shall pay to ALLTEL all monthly recurring service fees for the remainder of the twelve month period.
 - (b) **Service Disclaimer.** ALLTEL makes no warranty or representation, either express or implied, concerning the Services, and it expressly disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular use or purpose.
 - (c) **Force Majeure.** Neither party shall be liable for any delays or failures to perform resulting directly or indirectly from acts of God, any governmental authority, accidents and disruptions, including fires, explosions, breakdown of essential machinery or equipment, power shortages, transportation or storage delays, labor difficulties, or failure or delay in its usual source(s) of power, or any other cause which is beyond such party's reasonable control.
 - (d) **Regulations.** This Agreement shall at all times be subject to the decisions, orders, statutes and rules of the federal and state regulatory authority which has jurisdiction over the Services provided under this Agreement.
 - (e) **Amendment.** This Agreement may be amended only in writing signed by both parties hereto.
 - (f) **Non-Assignment.** Customer may not assign this Agreement except with the prior written consent of ALLTEL.
 - (g) **Non-waiver.** Failure by either party to this Agreement to enforce any right shall not constitute a waiver of such right or any other right, and shall not prohibit the exercise of the same right at a future date.
 - (h) **Severability.** In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this Agreement either void or unenforceable.
 - (i) **Governing Law.** This Agreement is entered into pursuant to the laws of the state where Customer receives primary Services and shall be construed thereunder.
 - (j) **Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire and only agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous representations, promises or conditions, whether oral or in writing of sales representatives or other personnel of ALLTEL.
 - (k) **Regulatory Affairs.** Services are subject at all times to the jurisdiction of any federal and/or state regulatory agencies having jurisdiction over such services.
8. **Definitions.**
 - (a) **LEC Charge** is the monthly recurring charge to cover the cost to ALLTEL of the Local Exchange Carrier circuit between the Customer's premises and the nearest ALLTEL CDPD backbone network point of presence.
 - (b) **Market** means the markets in which ALLTEL provides Services, as set forth on the front of this Agreement; or, if not so indicated, then the primary Market in which Customer receives services hereunder.
 - (c) **NEI** means the network equipment identifier which is registered in CDPD certified Equipment.

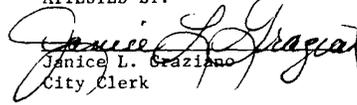
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- (d) ALLTEL means ALLTEL Communications Corporation and all its subsidiaries, affiliates and partnerships that provide Services to Customer hereunder.
- (e) Services means cellular digital packet data F-ES connection services provided hereunder.
- (f) Subscriber means any employee of Customer receiving Services hereunder.

APPROVED AS TO FORM:


Stephen M. Kemp
City Attorney

ATTESTED BY:


Janice L. Graziano
City Clerk



A CON 37102
