



Central Texas Education Network
"Connecting to the World"

**Services and Dues Contract
Between TSTC Waco and *****
Contract #09-10 *****/TSTC**

**Texas State Technical College Waco
c/o Network & Telecommunication Services
3801 Campus Drive
Waco, TX 76705**

This non-transferable contract is entered into by and between the Network and Telecommunication Services Department of Texas State Technical College Waco (the "Performing Party") and ***** (the "Receiving Party") shown below as Contracting Parties. This contract will coincide with the acting MOU between Texas State Technical College Waco and Central Texas Education Network (CTEN, Inc.).

I. CONTRACTING PARTIES

The Performing Party: Texas State Technical College Waco

The Receiving Party: *****

II. STATEMENT OF SERVICE TO BE PERFORMED

This contract provides for connecting ***** to Texas State Technical College Waco for Internet Access services. The services coincide with the acting MOU.

The Performing Party agrees to the following:

To provide a data throughput as provided in the established document "Memorandum of Understanding between Texas State Technical College Waco (TSTC Waco) and Central Texas Education Network (CTEN)".

To provide the following services:

1. Internet Access
2. DNS Support
3. IP Address Allocation Support
4. Domain Name Registration Support

Internet Access can be delivered through various means. The choice and responsibility for the appropriate connectivity is left to the "Receiving Party". TSTC Waco, as the "Performing Party", will support any form of connectivity at the specified bandwidth. The bandwidth specified is indicated in Section VIII.

The Receiving Party agrees to the following:

To provide the costs of connection from the Receiving Party's location to the TSTC Waco hub, as well as all necessary hardware and software located in the Receiving Party's location.

To reimburse TSTC Waco for the Receiving Party's share of the cost for providing the services as outlined herein.

Designate and provide an employee as the entity's primary point of contact responsible for authorization of administrative or business decisions, technical support issues, billing purposes and any after business hours emergency.

Not to sell or otherwise provide Internet services to any other organization or person as a part of these services without the express written consent of TSTC Waco.

III. TERM OF CONTRACT

- ANNUAL CONTRACT (7-1-09 thru 6-30-10)
This contract shall be annual with the effective date beginning on 7/01/2009. This contract is effective on the date of the authorized signatures and remains in effect for a minimum term of twelve (12) continuous months thereafter.
- 2 YEAR CONTRACT (7-1-09 thru 6-30-11)
This contract shall have the effective date beginning on 7/01/2009. This contract is effective on the date of the authorized signatures and remains in effect for a minimum term of twenty-four (24) continuous months thereafter.
- 3 YEAR CONTRACT (7-1-08 thru 6-30-12)
This contract shall have the effective date beginning on 7/01/2010. This contract is effective on the date of the authorized signatures and remains in effect for a minimum term of thirty-six (36) continuous months thereafter.

Termination information is provided for in Section XIII.

IV. AMENDMENTS, MODIFICATIONS OR CHANGES

No amendment, modification or change to this Agreement shall be made except through written amendment and signed by all parties.

V. INITIAL SETUP COSTS

The Receiving Party that is a new member to CTEN shall pay a one-time Installation and Configuration charge of five hundred (\$500) dollars in addition to the required equipment charges to defray the actual cost of providing the connection. This charge will be invoiced to the Receiving Party and is due within thirty days (30) of the receiving date of this contract. A late charge shall be assessed to the initial setup costs if balance is not received within thirty days (30) as detailed in Section XII.

VI. ADDITIONAL CONNECTIONS OR CHANGES IN SERVICES

Charges may be incurred due to additional connections or changes in services, or when service connectivity is delivered and connected to the TSTC Waco hub.

VII. PAYMENT FOR SERVICES

The Receiving Party shall pay for services received within thirty days (30) from receipt of the invoice prepared by the Performing Party. If the balance due is not received within thirty days (30), the outstanding balance will be subject to a late charge as detailed in Section XI.

VIII. ANNUAL CONTRACT AMOUNT

The annual service access charge will be established by the CTEN Governing Board before the term of this contract ends and becomes effective with the continuation of services. The recurring monthly contract fee solely covers the routing of the CTEN network traffic to and from the TSTC Waco hub. So long as the communications link is in place between the Receiving Party’s router and the TSTC router, and/or one or more of the CTEN networks are being advertised to the Internet, then this contract amount will be payable at the appropriate rate indicated below.

	Monthly	Annual
CTEN membership fee for this contract is:	\$ 60.00	\$ 720.00
Internet Access at a bandwidth of *** Mbps:	\$ 0.00	\$ 0.00
<u>Bundled Internet Services:</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Total:	\$ 0.00	\$ 0.00

Initial Fees:	
Front End Router	\$ 0.00
<u>Initial Set-up Fee</u>	<u>\$ 0.00</u>
Total:	\$

Total Contract amount is \$

Payments may be made in any of the following payment options. The first payment of each option includes the setup fees if applicable.

Please check the payment option desired.

- | | 1 st Payment | 2 nd -nth |
|--|-------------------------|----------------------|
| <input type="checkbox"/> Quarterly Payments
Payments to be paid in four equal quarterly payments of: | \$ | \$ |
| <input type="checkbox"/> Semi-Annual Payments:
Payments to be paid in two semi-annual payments of: | \$ | \$ |
| <input type="checkbox"/> Annual Payment:
Payments to be paid in one (1) annual payment of: | \$ | |

Payment is due thirty days (30) after the beginning date of the contract.

IX. AMOUNT DUE FOR CONTRACT

The total amount due for this contract including the annual Internet Access charge for services, the Initial Setup and equipment cost is: \$

Payment Information

Payments are to be made payable to:
Texas State Technical College Waco.

Payments are to be sent to:
Texas State Technical College Waco
c/o Network & Telecommunication Services
3801 Campus Drive
Waco, TX 76705

Please note the invoice number on your check.

X. BILLING METHOD

CTEN billing methods are in accordance with customer preferences.
i.e., postal mail, fax, etc.

XI. LATE PAYMENT CHARGES

A late payment charge of fifteen (15%) percent will accrue on the unpaid balance each thirty days (30) from the invoice date until paid in full.

XII. RETURN CHECK CHARGES

Charges will accrue according to current TSTC Waco policy for any returned checks for insufficient funds or other reasons for non-payment.

XIII. TERMINATION

Either Party may give notice of termination of this contract, but not before the contract term expiration date, by providing written notification to the other Party of their desire to terminate. The notice given must be sent via certified mail with return receipt requested and received ninety days (90) before the contract term expiration date or this contract will automatically be self-renewing for the next annual term.

Termination of this agreement may be directed by the CTEN Governing Board if: 1) a members account becomes unpaid for one hundred twenty days (120) or more, 2) the member fails to follow CTEN provisions, policies and rules, 3) a member is deemed to not be in good standing, or 4) the continuation of services would constitute illegal activities.

A termination before the end of the contract will incur a disconnect charge to the Receiving Party. All unpaid annual charges for services received prior to contract termination will be added to the final billing statement along with fifty percent of cost for the remaining years left in a multi-year contract.

XIV. RECONNECT CHARGES

If during the current term of this contract, the terminated Receiving Party: 1) has satisfied all balances of former debts with TSTC Waco, and 2) is once again in good standing with CTEN, and 3) first pays a reconnection charge that equal to two months' service fees at the time of termination and, any other costs incurred by TSTC Waco. Then the Receiving Party may be reconnected for services for the remainder of the term of this contract. These charges will be due in full before reconnection is established to the Receiving Party.

xv. NOTICES

Notices under this Agreement shall be sent to the designated representative of the parties at the address indicated below. Notice may be by U.S. mail, e-mail or facsimile transmission.

Receiving Party specifically acknowledges that the responsibility of TSTC Waco is limited to using its best efforts to provide the enumerated services and that TSTC Waco makes no warranty of any kind whatsoever as to propriety, usefulness, fitness, suitability or value of such services. In no event shall TSTC Waco be liable to

Receiving Party or persons or entities using or accessing such services by or through Receiving Party or otherwise, for consequential damages, interruption of service, or any other losses of any kind whatsoever and Receiving Party does hereby release TSTC Waco from all such liability.

Receiving Party agrees to indemnify and hold TSTC Waco and CTEN harmless from any and all claims, losses, suits, and liability of any and every kind asserted against performing party in whole or in part to the services to be provided whether asserted by Receiving Party or those persons or entities using or accessing such services by or through Receiving Party are brought in tort or in contract and without regard to whether such claims, losses, suits, or liabilities involve loss or damage to personal or real property, monetary loss or damage, death or personal injury.

XVI. DISPUTE RESOLUTION AND CLAIMS

For dispute resolution and claims, see “Chapter 2260 Dispute Resolution and Claims”, included in the CTEN Manual.

XVII. APPROVING PARTIES

PERFORMING PARTY

The Office of the President
Texas State Technical College Waco
3801 Campus Drive
Waco, Texas 76705

Telephone: (254) 867-4800
FAX: (254) 867-3403

RECEIVING PARTY

****Organization ****
Attn: *** Name ***, ***Title***
*****Address*****
City, Texas Zip

Telephone: (254) *** - ****
FAX: (254) *** - ****

IN WITNESS WHEREOF, the Parties, each acting through their duly authorized representatives, have caused this CTEN Services Contract to be signed in their names and delivered on the dates indicated below.

For TSTC Waco:

For CTEN Member:

Patrick G. Davison, Director
Network & Telecom Services

Date

Name , Title
Organization

Date