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3440 Roberto Court  
San Luis Obispo, CA 93401  
805-545-9562; 805-545-5730 fax  
www.in-con.com sales@in-con.com

May 9, 2008

## Data Transport Service Agreement

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Innovative Concepts, ("In-Con") with local offices at 3440 Roberto Court, Ca 93401, and Cambria Community Services District, ("Customer") with offices located at 1316 Tamson, Suite 201, Cambria, Ca 93428.

Both parties desire to enter into this Agreement in order to set forth the general terms under which In-Con is to provide Customer with connectivity services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. *This Agreement and each Service Order will be effective only after both parties have signed each document.*

## Service Order

### Customer Information

Account ID: CCSD

Account Name: Cambria Community Services District

Invoicing Address: 1316 Tamson, Suite 201, PO Box 65, Cambria, Ca 93428

Invoicing Special Instructions: \_\_\_\_\_

### Description of Services

New Installation

Service Name: Fire Department

Service Location: 2850 Burton, Cambria, Ca

Service Description: 50Mbps fiber link

Special Instructions:

New Installation

Service Name: Administration

Service Location: 1316 Tamson, Suite 201, Cambria, Ca

Service Description: 10Mbps fiber link

Special Instructions:

New Installation

Service Name: Water Yard

Service Location: 2021 Rodeo Grounds Drive, Cambria, Ca

Service Description: 10Mbps fiber link

Special Instructions:

New Installation

Service Name: Wastewater Treatment Plant  
Service Location: Heath Lane, Cambria, Ca  
Service Description: 10Mbps fiber link  
Special Instructions:

New Installation

Service Name: Veteran's Hall  
Service Location: 1000 Main Street, Cambria, Ca  
Service Description: 10Mbps fiber link  
Special Instructions:

New Installation

Service Name: Intra-Facility Connectivity  
Service Location: Various  
Service Description: Private fiber connectivity  
Special Instructions:

New Installation

Service Name: Internet Connectivity  
Service Location: In-Con Server Facility  
Service Description: 4Mbps synchronous  
Special Instructions:

### **In-Con Provided**

In-Con, or one of In-Con's contractors, will install the requested service(s) as described above into each customer site as listed in the Service Order(s). The parties hereby acknowledge that In-Con will also supply an edge device at each site that will be capable of receiving the service as specified in the Service Order(s).

In-Con, or one of In-Con's contractors, will terminate the data cable on a patch panel at an agreed upon Minimum Point of Penetration (MPOP) 50 (fifty) feet within each facility. If the Customer's computer closet exceeds this distance, the Customer may be responsible for any additional costs that may be incurred for internal wiring.

### **Customer Provided**

The Customer will make available to In-Con a building ground connection at each location that meets current electrical codes for the placement of a data communication patch panel.

## **One-Time Charges**

Setup Fee: \$6700

## **Monthly Service Fees**

10Mbps fiber at five locations (\$561 each)

50Mbps fiber at one location (\$880)

4Mbps Internet connectivity (\$511.50)

Total: \$4,196.50

## **Total Fees**

The total monthly service fees are due upon receipt of the monthly invoice. One half of the total one-time charges (\$3,350) are due upon acceptance of this agreement. The second half of the one-time charges are due upon completion of installation.

## **System Upgrades**

The cost of any system upgrades shall be no greater than the difference between the existing cost and the then current line item cost of the service. Other contract prices or terms will not be affected. Each additional upgrade cost shall first be approved by the General Manager or their designee.

## **Indemnification**

In-Con shall indemnify and hold harmless customer and its officers, officials, employees and agents against all claims, damages, and losses arising out of the performance of the work described herein to the extent such claims, damages, and losses are caused by any negligent act or omission of technician, any sub-technician, or any employee of technician, except where such damages and losses are caused by the negligence or willful misconduct of the customer.

## **Service Period**

The initial service period of this service order shall begin on the date installation is completed and shall continue for a period of 4 years. Upon expiration of the initial term, this service order shall automatically renew for successive one-month terms unless either party terminates this service order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

## **Facsimile**

A facsimile of a duly executed agreement and service order signed by both authorized parties shall be considered evidence of a valid order and In-Con may rely on such facsimile copy of the agreement and service order as if it were the original.

## **Attachments**

CCSDFiberBreakdown4D.pdf

## Confirmation

Now therefore, In-Con and customer agree to the terms and conditions included within this service agreement, including the standard terms of service which follow, and hereby execute this service agreement by their duly authorized representatives.

### Innovative Concepts


Signature: 

Name: *Larry W Rivers*

Title: *Owner*

Date: *6/3/2008*

### Customer

Signature: 

Name: *Bryan H. Boo*

Title: *CEO*

Date: *6/10/2008*