



## Internet Access Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer	<u>Village of Oak Park</u>				
Address	<u>123 Madison St</u>				
City	<u>Oak Park</u>	ST	<u>IL</u>	ZIP	<u>60302</u>

### Service Details:

Service	<u>Dedicated Internet Access T-1</u>	Monthly Charge	<u>\$355.00</u>
Speed	<u>1.5M</u>	Non-recurring Charge	<u>N/A (Renewal)</u>
Term	<u>12 Months</u>	Equipment Charge	<u>See "Router Lease Management Agreement"</u>
Physical Address	<u>123 Madison Street, Oak Park, IL 60302</u>	TN	<u>708-383</u>

IP option changes after contract execution can incur dispatch charges to end user premise.

### IP Options (Required selection by Customer):

Select one of the following:

- ☐ One static with NAT & DHCP (Default selection unless otherwise specified)
- ☐ Five usable Static
- ☐ Other - Specify below

### Managed Network Services (Required selection by Customer):

Select one of the following:

- ☐ No MNS is being ordered (Customer is providing own CPE).
- ☐ Customer is ordering Managed Router Service from Call One.
- ☐ Customer is ordering Managed Router Service and Proactive Monitoring Services from Call One.

By signing below, Customer acknowledges that it understands and accepts the rates, terms and conditions for the Service and that the signatory represents that he/she is duly authorized to execute this Agreement on behalf of the Customer.

_____ <i>Authorized customer signature</i>	_____ <i>Date</i>	_____ <i>CallOne authorized signature</i>	
_____ <i>Print name</i>	_____ <i>Title</i>	_____ <i>Print name</i>	_____ <i>Date</i>

**Service/Additional Terms:**  
Renewal of existing Circuit ID: PL.230661.

*Customer initials* \_\_\_\_\_  
*Call One initials* \_\_\_\_\_

# Terms and Conditions

1. **Term.** Customer hereby orders the Service and miscellaneous services incident thereto as described identified on Page 1 of this Agreement (collectively, the "**Service**") for the term selected by Customer on Page 1 of this Agreement (the "**Term**"). The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) **Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement.** (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific physical locations listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Early Termination/Cancellation.** (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) fifty percent (50%) of the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service and as applicable in installing the required equipment and facilities including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
5. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at [www.callone.com](http://www.callone.com). Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
6. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable Monthly Charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
7. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariffs is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
8. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
9. **Entire Agreement.** Signed facsimile copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
10. **Acceptable Use Policy.** Customer agrees to comply with Call One's Acceptable Use Policy ("AUP"), which Call One may modify at any time. The current AUP may be found at [http://www.callone.com/filebin/pdf/C1\\_AUP\\_Doc.pdf](http://www.callone.com/filebin/pdf/C1_AUP_Doc.pdf). Changes to the AUP will be effective when posted. Customer's violation of the AUP shall be grounds for immediate termination or suspension of services by Call One, notwithstanding any notice or cure period in this Agreement. Customer agrees to indemnify and hold Call One harmless from all losses or costs arising out of any actual or alleged violation of the AUP by Customer.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301