



ROUTER LEASE & MANAGEMENT AGREEMENT

This Agreement, along with the attached Terms and Conditions, attachments and exhibits (collectively referred to herein as this "Agreement") provides for Call One Networks, LLC ("Call One") to lease routers to the customer identified immediately below ("Customer") and to manage the leased routers.

Customer Name:

Customer Address:

Each of the following is an integral part of this Agreement:

- Terms and Conditions - Attachment 1
- Location of Customer's Routers and Monthly Charges - Attachment 2
- Router Lease Agreement - Attachment 3
- Managed Router Services - Attachment 4
- Service Level Agreement for Managed Router Services - Attachment 5

Proactive Monitoring Services is requested? ☒ Yes ☐ No

By signing below, Customer and Call One acknowledge that they understand and accept the rates, terms and conditions set forth in this Agreement and their respective signatories represent that they are duly authorized to execute this Agreement on behalf of the Customer and Call One respectively.

Village of Oak Park

Customer Company Name

Call One, Inc.

Customer Authorized Signature

Call One Authorized Signature

Customer Print Name

Call One Print Name

Customer Title

Call One Title

Customer Date

Call One Date



Attachment 1: Terms and Conditions

These Terms and Conditions apply to the Managed Router Services provided by Call One to the Customer.

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:
 - a. "Affiliate" means an entity which is controlled by, controls, or is under common control with a Call One or Customer.
 - b. "Business Day" means 8 A.M. to 5 P.M., Monday through Friday, excluding Call One holidays.
 - c. "CPE" shall mean equipment, including but not limited to New Equipment, provided by Customer.
 - d. "Major Malfunction" means a malfunction which prevents Router from performing all of its functions.
 - e. "Malfunction" means a Minor Malfunction or a Major Malfunction.
 - f. "Minor Malfunction" means a malfunction of a Router other than a Major Malfunction.
 - g. "Proactive Monitoring Services" means the services described in Attachment 4.
 - h. "MRS" means the managed router services described in Attachment 4. MRS will include Proactive Monitoring Services, if indicated on the first page of this Agreement.
 - i. "NDD" means the Network Design Document, which shall be mutually prepared by Call One and Customer after this Agreement is signed, as revised by Call One and Customer from time to time. The NDD will also include the make, model and serial number of the Routers, in addition to the information on Attachment 2.
 - j. "NRC" means non-recurring charge.
 - k. "Other Services" means (i) re-programming of Routers per customer's request, unless the reprogramming is required as a result of a Malfunction, (ii) replacing a Router for the purpose of upgrading or improving its hardware, (iii) preparing network discovery and or documentation not already covered in the NDD, (iv) major network redesign, and or reassigning internet protocol addressing or subnets, (v) quality of services changes due to new packet flagging not in the original NDD, and (vi) all other time spent performing other services requested by Customer which are not listed on Attachments 3 or 4.
 - l. "Router" means a router listed on Attachment 2 or the NDD, as they are amended from time to time.
 - m. "Services" means the MRS and, if indicated on the first page of this Agreement, the Proactive Monitoring Service.
 - n. "SLA" means the Service Level Agreement attached as Attachment 5.
2. **Term.** Customer hereby orders the Services identified in Attachment 2 for the term selected by Customer on that attachment (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 Services is completed. At the request of either party, the parties will agree by exchange of letters as to the date the Term began. The MRS will continue on a month to month basis at the Call One's then standard rates for MRS Services (and Proactive Monitoring Services, if applicable), unless either party terminates this Agreement.
3. **Rates.** Call One shall lease the Routers to Customers, and provide the MRS, including the Proactive Monitoring Services (if indicated on the first page of this Agreement) for the monthly charge listed on Attachment 2. Customer will also pay the NRCs, if any, shown on Attachment 2, unless such charges have been waived. In addition, Other Services shall be provided by Call One at a rate of \$185.00 per hour, which may be increased as of the first day of each calendar year during the Term by the increase in the Consumer Price Index as published by the Bureau of Labor Statistics, if any, in the prior calendar year. A minimum of one hour shall be billed for each



Other Service, and any additional time spent providing that Other Service will be rounded to the nearest quarter hour. Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.

4. **Contact between Customer and Call One.** Customer will add to the NDD a list of persons within Customer's organization who are responsible for each aspect of the Services, and their contact information, and shall update that list as necessary. The personnel designated by Customer shall have appropriate decision making authority and will be able to arrange for Call One to obtain access to the each location where Call One may be required to perform Services.
5. **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 Attachment 2 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
6. **Early Termination/Cancellation.** If Customer terminates MRS for any Routers or, if applicable, the Proactive Monitoring Services, 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, and (2) any previously waived NRCs, including those shown on Attachment 2 (collectively, the "Early Termination Charge"). When Customer pays the Early Termination Charge, the amount of the Early Termination Charge paid will be subtracted from the final payment of Monthly Fees (or the final payments, if the amount of Early Termination Charge exceeds the Monthly Fee) owed by Customer pursuant to Section 3 of Attachment 3. If Customer cancels any Service before the Service is established, Customer shall be liable to Call One for all expenses incurred by Call One to process the order for Service and as applicable in installing the required equipment. Termination cancellation charges are due within thirty (30) days of the effective date of termination.
7. **Inside Wiring.** All inside wiring provided directly by Call One to Customer to complete the installation of the Service will be charged at \$50 for the trip charge and \$110 per hour. Inside wiring provided by a third party will be billed at the third party's applicable rates and charges. In addition, any installation charges identified on Attachment 2 as an NRC applies only to the initial Service install. It does not include the jacks or other inside materials and wiring.
8. **Equipment Purchased by Customer.** Customer shall obtain approval from Call One prior to installing or deploying any New Equipment. By approving the New Equipment to be purchased by Customer, Call One does not make any representation or warranty with respect to the Equipment.
9. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any affiliate of Customer or to any third party arising in any way from the performance of or failure to perform the Services or the Other Services by Call One any party acting as an agent of Call One shall not exceed the lesser of ten thousand dollars or the monthly charge paid by Customer for the month immediately preceding the event from which the liability arose. The foregoing limitation of liability applies to all damages, injuries or losses Customer or Customer's affiliate or a third party may suffer, including, without limitation, damages, injuries or losses resulting from (i) damage to firewalls, equipment, networks, programs or applications, (ii) network outages, (iii) breaches of data security, (iv) loss of data, (v) loss of data integrity or corruption of data or (vi) defects in transmission of data. Neither party shall be liable for any consequential or punitive damages.
10. **Subcontracting.** Call One may use subcontractors in the performance of any of the Services.



11. **Miscellaneous.** Neither Call One nor Customer shall be responsible for damages or for delays or failures in performance (except for the obligation to pay money) resulting from force majeure, which shall mean acts or occurrences beyond their reasonable control, including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, any law, order, regulation, ordinance, or requirement of any government or court, or acts or omissions of common carriers other than Call One. 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 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. Any action or proceeding arising out of or related to this Agreement shall be commenced only in the state or Federal courts in Cook County, 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.
12. **Billing and Notices.** Call One will send monthly billing statements. The billing statements and any notices to be sent to Customer shall be sent to the address shown on the first page of this Agreement. Any notices to be sent to Call One shall be sent to: Call One Inc. / 225 W. Wacker Drive / 8th Floor / Chicago, Illinois, 60606 attention CEO, with a second copy to the same address, attention Executive Vice President of Data Operations.



1. **Lease & Term.** Call One hereby leases the Routers to Customer. The term of the lease shall be the term shown on Exhibit 2. At the end of the term, Customer will return the Routers to Call One at Customer's expense. If Customer ships Routers to Call One, Customer shall engage a vendor which has expertise in shipping computer equipment to package the Routers, and will obtain insurance against damage during shipment which names Call One as the loss payee, in addition to the insurance required by Section 7 of this attachment.
2. **Acceptance.** On the day Customer accepts the Routers, Customer will execute a certificate of acceptance to Call One ("Acceptance Certificate"). By executing the Acceptance Certificate, in addition to its provisions, Customer represents and warrants that: Customer has participated with Call One in, and agreed to, the selection of Routers; Customer and has been informed by Call One or otherwise knows the identity of the sellers of the Routers.
3. **Rental Payments.** Customer will pay the Rental Payment and MRS Monthly Fee (the "Monthly Fees") shown on Attachment 2 on their due dates. Customer acknowledges that the Monthly Fee is approximately the fair market rent for the Routers, and therefore Customer agrees to pay the Monthly Fee even if Call One is, for any reason, no longer furnishing Managed Router Services. If Customer is current on its Monthly Payments, the Monthly Payment shall be reduced by any credits given pursuant to Attachment 5. This Lease Agreement is not cancellable during the Term. During the Term, Customer's obligation to pay the Monthly Fee is absolute, and is not subject to abatement, reduction, offset, recoupment, cross-claim, counterclaim arising under this Agreement (except as provided in Attachment 5) or otherwise, or against Call One, or the Routers' manufacturer.
4. **Taxes.** Customer will reimburse Call One for, or pay directly if instructed in writing by Call One, any taxes imposed by any governmental entity or taxing authority on the Routers or on Call One's ownership of the Routers during the term. Taxes include all fines, penalties and interest on taxes.
5. **Covenants.** During the term, Customer will (i) use the Routers only in connection with its business operations and for the purposes for which they were designed and in compliance with all laws, (ii) not move the Routers from the locations shown on Exhibit 2, (iii) affix to the Routers labels Call One may supply stating that the Routers are owned by Call One, (iv) maintain the Routers in accordance with the manufacturers' instructions, to the extent that for any reason, maintenance is not performed by Call One, (v) make no alterations to the Routers which are not approved in writing by Call One, and (vi) not permit the Routers to become a fixture.
6. **Title to Routers and Risk of Loss.** Title to Routers and Risk of Loss. The Routers will remain the property of Call One even if physically attached to real property. Customer will keep the Routers free of encumbrances (other than this Lease or encumbrances created by Call One or Call One's assignee). Customer has no right or interest in the Routers other than that set forth in this Agreement. From delivery of the Routers to a carrier for shipment to Customer until the Routers are returned and received by Call One (the "Possession Period") Customer bears the entire risk of loss, theft, damage or destruction of the Routers from any cause whatsoever (collectively, a "Loss"). No Loss will condition, reduce or relieve any of Customer's lease obligations, including its obligation to pay the Monthly Fee in full. If possible, Customer will repair any Routers which are subject to Loss.
7. **Insurance.** Customer will maintain at its expense during the Possession Period insurance against loss, theft or damage to the Routers in an amount equal to the full replacement value of the Routers naming Call One as the loss payee. Such insurance shall contain the insurer's agreement to give Call One 30 days' notice prior to cancellation or material change. Customer shall provide Call One with certificates for such insurance.



8. **Assignment of Warranties.** Call One assigns to Customer all assignable warranties during the term given by the seller or manufacturer of the Routers. Call One will give Customer reasonable cooperation in obtaining benefits of any assigned warranties.
9. **Disclaimers and Limitations.** As to Call One, Customer leases the Routers “as is, where is.” Call One does not give any warranty as to the Routers, including with respect to the design, compliance with specifications, operation, condition of the Routers, suitability for a particular purpose or issues regarding patent trademark or copyright infringement or the like.



Attachment 4: Managed Router Services

1. **MRS.** During the Term, Call One shall:
 - a. Configure LAN and WAN interface per Customer requests,
 - b. Configure existing software-based services, and
 - c. Provide trouble resolution, device fault and configuration management.
2. **Proactive Monitoring Services.** If Customer has ordered Proactive Monitoring Services as indicated on the first page of this Agreement, Call One will provide its standard diagnostic reporting related to the functioning of the Routers when there are problems which affect the functioning of the Routers, including, without limitation, debug information, metrics and routing statement changes. Call One will provide Router reports for uptime and utilization as requested by the Customer. Call One may be required to install a device known as an ATX Small Form Factor PC (a "Black Box") on Customer's network which will run Windows 7 Service Pack 1 and proprietary Call One probe software, and which will collect Simple Management Protocol messages from the inside of Customer's network and send them to Call One.
3. **Technical Support.** Response time targets for technical support are specified below. If the Customer informs Call One of a Major Malfunction, Call One's policy is to immediately assess the problem remotely. If the issue cannot be resolved remotely, Call One will use commercially reasonable efforts to arrive at the Customer's premises if such premises are located In Region within four (4) hours and Out of Region within eight (8) from the time Call One receives the Customer's request and to complete the repairs as soon as reasonably practicable. "In Region" means within 120 miles of the outside edge of the area comprising the U.S. Postal Service zip code 60606. "Out of Region" means all areas that are not "In Region." Notwithstanding the foregoing definition, if Call One is required to ship any part of any equipment, the premises shall be deemed to be located Out of Region. Actual response times are subject to acts and conditions beyond Call One's control and, therefore, Call One's response may be delayed beyond the times stated in this Section.
4. **If the Customer informs Call One of a Minor Malfunction, Call One's policy is to attempt to resolve the issue remotely.** If that is not possible, Call One will use commercially reasonable efforts to arrive at the Customer's premises during that or the next Business Day and to complete the repairs as soon as reasonably practicable. If the Customer requests services to repair a Router which has suffered a Minor Malfunction to be performed, in whole or in part, after the end of a normal Business Day and before the beginning of the next Business Day, then (i) Customer will pay Call One the then current overtime hourly rate for the portion which is performed after the end of the Business Day, and (ii) the hourly rate will be charged on a portal to portal basis.
5. **New Routers.** The pricing and maintenance terms for any new Routers added to Attachment 2 shall be at Call One's then standard rates. Attachment 2 and the NDD shall be amended to reflect any additions or changes to the Routers.
6. **Customer's Responsibilities.** Customer shall:
 - a. handle non-router voice problems, unless Customer has a separate agreement with Call One which covers those problems;
 - b. allow employees and authorized representatives of Call One access to the premises and facilities where the Routers and Dmarcs are maintained at all reasonable hours, subject to Customer's security policies;
 - c. provide Call One with documentation, configuration and all other information reasonably necessary for Call One to provide Services, and make commercially reasonable efforts to



- obtain documentation, configuration and other information from the manufacturer of the Routers, to the extent Call One is not reasonably able to obtain such information directly.
- d. add Call One as an authorized service provider on its contracts with equipment vendors, to the extent necessary for Call One to perform its obligations under this Agreement, and take such other steps as may be necessary with such manufacturers to allow Call One to perform the Services.
7. **Customer Responsibilities Relating to Proactive Monitoring Services.** If Customer has ordered Proactive Monitoring Services, Customer shall, if required in order to allow Call One to perform its services:
- a. allow Call One to maintain the Black Box on Customer's Network and to have access to the Black Box at all reasonable hours, subject to Customer's security policies. Customer acknowledges that Call One will not be able to perform its obligations under Sections 2 and 3 of this attachment if the Black Box is not installed and operational.
 - b. provide an internet connection to allow Call One to communicate with the Black Box. If Customer fails to do so, Call One may elect to terminate the Proactive Monitoring Services, or to arrange for an internet connection and charge Customer its costs in doing so. If Call One terminates the Proactive Monitoring Services pursuant to the prior sentence, Customer shall still be responsible for paying for that Service.



Attachment 5: SLA for Managed Router Services

This SLA provides Customer with certain rights and remedies regarding the performance by Call One of MRS.

1. **Definitions.** For purposes of this SLA, the following terms have the meanings set forth below:
 - a. "Call One Network" means Call One provided Internet Protocol ("IP") routing infrastructure.
 - b. "Base Router Fee" means, with respect to each individual Router, the amount shown on Attachment 2.
 - c. "Defective Router" means a Router that Call One determines, in its sole discretion, cannot be repaired remotely and requires the physical replacement of the Router.
 - d. "Replacement Router" means a Router or parts therefor that Call One determines must be shipped to Customer in order to replace or repair a Defective Router.
 - e. "Unavailable" or "Unavailability" means that a Router cannot be managed or monitored by Call One as required in connection with the Managed Router Services.
2. **Time to Repair.** If a Router (other than a Defective Router) is Unavailable, Call One's goal is to arrive at Customer's premises to restore service within four (4) hours if the premises is located In Region and within eight (8) hours if the premises is located Out of Region, in both cases measured from the time Call One determines the exact cause of such Unavailability. If Call One fails to meet this goal, Call One will issue a credit to Customer equal to one day's worth (based on a thirty (30) day month) of the Base Router Fee for such affected Router.
3. **Router Replacement.** Call One's goal for Out of Region Malfunctions is to ship a Replacement Router to Customer within one (1) business day of Call One determining that Customer's Router is a Defective Router. Call One intends to Subcontract installation of any Replacement Router shipped to Customers' Out of Region locations by Call One (except in the case of Customer locations having its own technicians, in which case Customer will install the Replacement Router). Call One's goal is to complete the remote configuration of and to test such Replacement Router within four (4) hours of receiving notice from Customer (in accordance with confirmation notification instructions provided by Call One) that the Replacement Router has been installed at Customer's premises in full conformance with installation instructions provided by Call One.
4. **If Call One fails to (i) ship a Replacement Router** to Customer within one (1) business day of Call One determining that Customer's Router is a Defective Router or (ii) complete the remote configuration of and test such Replacement Router within four (4) hours of receiving proper notice from Customer that the Replacement Router has been properly installed at Customer's premises, Call One will, in each case, issue a credit to Customer equal to one day's worth (based on a thirty (30) day month) of the Base Router Fee for such affected Router.
5. **Proactive Monitoring Services.** If Customer has ordered Proactive Monitoring Services, the Call One Operations Center will notify Customer of at least 90% of outages each month. If Call One misses this metric, the Customer will receive a credit of 3 days (equivalent to 10%) of their total monthly management fee for the affected site(s). The credit calculation shall exclude any Network Change Request (NCR) or other NRCs.
6. **Router Replacement (Customer Responsibility).** Call One has no responsibility to remove from Customer's premises or ship defective equipment.
7. **Exceptions.** Notwithstanding anything in this attachment to the contrary, Customer shall not receive any credits under this attachment in connection with any failure or deficiency of a Router or the MRS caused by or associated with:



- a. Force majeure, as defined in Section 9 of Attachment 1, or the unavailability of or interruption or delay in telecommunications services provided by third parties, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the MRS;
- b. failure of access circuits to the Call One Network, unless such failure is caused solely by Call One;
- c. scheduled maintenance and emergency maintenance and upgrades;
- d. Domain Name System issues outside the direct control of Call One;
- e. false SLA breaches reported as a result of outages or errors of any Call One measurement system;
- f. Customer's failure to promptly notify Call One of any failure of a Router of which it becomes aware (except that this exception shall not apply if Call One actually discovered or would have discovered the problem earlier if Call One had monitored Customer's equipment to the extent required elsewhere in this Agreement);
- g. Customer's failure to allow Call One access to the premises where the Routers and Dmarcs are located; or
- h. Customer's failure to allow Call One to install and maintain the Black Box.