

MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) is between Call One Inc., (“We” or “Call One”) and your company Village Of Oak Park (“You” or “Customer”), for the provision of telecommunications services (“Services”) from Call One to You. This MSA provides the terms and conditions under which those Services are provided to You.

In addition to this MSA, other terms and conditions apply to Call One’s provision of Services to You. Those other terms and conditions include:

- Call One’s applicable tariffs and Service Guide, located at <https://www.callone.com/regulatory-information/> which provide additional details about the provision of the Services.
- Call One’s Service Level Agreements (“SLAs”), located at <https://www.callone.com/resources/> which describe the applicable quality and performance standards for the Services.
- Call One’s Acceptable Use Policy (“AUP”), located at <https://www.callone.com/regulatory-information/>, under which You agree to use the Services in compliance with applicable laws, regulations, and standards.
- Any terms and conditions contained in a Service Order (described below).

By signing this MSA, You also agree to these other terms and conditions.

Together, the MSA, the Service Guide, the SLAs, the AUP, and the Service Order Agreement collectively contain the terms and conditions that apply between Call One and You, and are the agreement under which Call One provides the Services to You. Call One reserves the right to modify the Service Guide, SLAs and AUP at any time. We will give you at least thirty (30) days’ notice of any such modifications to Your email address on record. (Please provide us with an updated e-mail address should your e-mail change during the term of this MSA.) If there is a conflict between or among the MSA, the Service Guide, the SLAs, and the Service Order, the terms of the MSA take priority over the Service Guide and the Service Order; also, the MSA, the Service Guide and the Service Order take priority over the SLAs.

1. THE SERVICES

- a. You will order Services on Call One’s Service Order Agreement for each Service. Call One will review the Service Order and confirm whether it is able and willing to provide the Services to You. If Call One is able and willing to provide a Service to You, it will confirm the Service Order in writing.
- b. All Services are subject to availability as well as operational and systems limitations. Call One will either provide the Services using its own facilities and/or those of third-party service providers.
- c. Call One will deliver the Services to Your building or campus public network point of presence or point of demarcation. You are responsible for any extensions to the point of presence or point of demarcation. Call One is not responsible for the quality of transmission or signaling on the Your side of the network interface between You and Call One.
- d. You are also responsible for ensuring compatibility of the Services with Your equipment and services not provided by Call One. This includes, but is not limited to, ensuring that You have taken the appropriate security measures related to any equipment or services not provided by Call One.

- e. Call One will notify you when a Service You have ordered is available. This date will be the Start of Service Date. You may test the Service to determine whether the Service is operating in accordance with the Service Guide(s) or SLA(s) applicable to that Service. You are required to provide Call One notice of any non-compliance, providing specific details of the non-compliance and the specific technical specification with which the Service does not comply, within two (2) business days of the date that Call One notifies You that the Service is available. If You do not provide this notice within that timeframe, You will be deemed to have accepted the Service.
- f. You may request moves, adds or changes (“MACs”) to certain Services. Call One will inform you if it accepts the request and inform you of the charges for such MACs.
- g. You may request a change to an accepted Service Order. However, Call One is not obligated to accept such a change. If Call One agrees to the change to an accepted Order, Call One will inform you of any charges or changes to terms and conditions resulting from the requested change. You agree to pay those charges and to those changes in terms and conditions.

2. Term

- a. The Term of this MSA begins on the date that You and Call One sign this MSA below, whichever is later, and continues for a period of three (3) years from that date. Upon the expiration of the initial Term, or any renewal Term, this MSA will automatically renew for one-year at the then applicable rates, unless Call One or You inform the other party, in writing, not less than thirty (30) days prior to the end of the initial Term or any renewal Term.
- b. The term for each Service (“Service Term”) shall be stated in the applicable Service Order Agreement. Each Service Term shall begin on the date that the Service is made available to You for use and You have accepted the Service, as provided in this MSA. Unless You or Call One inform the other party, in writing, not less than thirty (30) days prior to the end of the Initial Term or any renewal Term, the Service Term will automatically renew for one-year at the then applicable rates.
- c. If the Service Term for any Service extends beyond the current Term of this MSA, the Term of this MSA will automatically extend to the latest Term for that Service.

3. BILLING/TAXES and ADDITIONAL FEES

- a. You agree to pay, in full, all the applicable charges for the Services You order, including any charges for MACs. The charges do not include taxes, surcharges or fees, which are additional, and subject to change from time to time.
- b. If any federal, state or local taxes, fees, surcharges or other charges (“Additional Charges”) are required or permitted by governmental or regulatory authorities as a result of Call One’s provision of, our You use of, the Services, You agree to pay such Additional Charges and indemnify Call One from any liability or expense associated with those Additional Charges.
- c. To the extent not prohibited by applicable law or regulation, and in the event of a charge to any law, rule or other regulatory activity (“Regulatory Activity”) that affects one or more of the Services, Call One may at any time, upon written notice, include as Additional Charges amounts to reflect the impact of such Regulatory Activity.
- d. Charges for each Service begin from the Start of Service Date or acceptance of the Services, whichever happens first. Charges will be billed monthly. Recurring monthly charges will be billed one-month in advance; non-recurring charges will be billed in arrears.

- e. All Services are subject to credit approval. We may require a deposit before providing Services to You. In addition, at any time there is a material and adverse change in Your financial condition, as We determine, in our sole reasonable discretion, We may require You to provide a deposit or an additional deposit to provide adequate assurance of your ability to perform under this MSA. Deposits are held as a guarantee of payment and is not a credit against any billed charges. If You breach this MSA, including by failing to pay charges when they are due, the deposit will become the property of Call One.
- f. If You file for bankruptcy or similar protection, You agree that You will consent (and not object) to any motion Call One files under the bankruptcy laws, including but not limited to under Section 362 of the Bankruptcy Code, seeking to apply the deposit to any outstanding claim and that You will not seek recovery of the deposit for any reason. You also agree that if You file for bankruptcy or similar protection, that Call One is a utility as that term is used in Section 366 of the Bankruptcy Code and You consent to the protections available under bankruptcy law to such entities.
- g. Call One will send You billing statements electronically. Should You choose to have a paper bill mailed to You, there is a \$10 per month charge, which may increase at Call One's discretion from time to time.
- h. Charges are due and payable in good, unrestricted and immediately available funds, in United States Dollars, within thirty (30) days of date Call One bills You. You will make payment at the place and in the manner specified on the billing statement.
- i. If You don't pay Your bill when due, Call One, in addition to any other remedies available to it, may do any or all of the following: (i) impose a late payment charge ("Late Fee"), which will be the lesser of one and one-half percent (1 ½%) per month or the highest rate legally permissible per month, on any past-due balance; (ii) place orders on hold and/or suspend one or more Services; (iii) request a deposit, and (iv) require an immediate wire transfer of any past due amount. You agree to reimburse Call One for reasonable attorney's fees and any other collection costs, including collection agency fees, if You do not pay Your bill when due or Your payment is not honored by Your financial institution.

4. BILLING DISPUTES

- a. Other than disputes related to Service Outages, You may dispute a charge only if You believe, in good faith, that an amount has been included in your billing statement that is not owed under the terms of this MSA or a Service Order. Disputes related to Service Outages will be governed by the Service Guide.
- b. All such billing disputes must be submitted to Call One in writing within sixty (60) days of the date of the billing statement in which the charge first appeared. If You do not dispute a charge within that timeframe, the dispute will be deemed waived.
- c. If You dispute a charge, You agree to: (i) pay all undisputed charges in full when due; (ii) provide, by the due date, a written statement with reasonable detail and documentation supporting the disputed charges, and (iii) negotiate in good faith to resolve any billing disputes within thirty (30) days of the date the dispute was submitted.
- d. If We resolve the disputed charges in Your favor, We will credit the disputed charges on the following month's bill and remove any Late Fees related to the disputed charges. If the disputed charges are resolved in Call One's favor, You agree to pay the disputed charges and applicable Late Fees, within five (5) business days after Call One's written notice to You.

5. TERMINATION

- a. Termination Before Start of Service Date for a Service or Services: If You terminate a Service (in whole or part) before the Start of Service Date, You agree to pay Call One all charges Call One incurs or will incur from underlying service providers, as well as costs Call One has incurred to provide the Service or Services.
- b. Termination After Start of Service Date for a Service or Services: If You terminate a Service (in whole or part) after the Start of Service Date, You agree to pay Call One an Early Termination Charge ("ETC"). The ETC includes: (1) all recurring and non-recurring charges for the terminated Service or Services through the end of the Service Term, plus (2) any additional charges Call One is assessed by the underlying service provider(s) as a result of the early termination, and (3) any waived or discounted recurring or non-recurring charges You received. Because the exact amount of Call One's damages if You terminate a Service early are impossible to determine, You and Call One agree that the ETC is a reasonable, liquidated amount for such termination, and not a penalty.
- c. Termination by Call One: Call One may terminate this MSA and any Service Orders if:
 - i. You fail to perform a non-monetary obligation under this MSA or a Service Order that is able to be corrected and You don't correct it within thirty (30) days after Call One notifies You of the breach of that obligation. If the non-monetary obligation is a violation of law or the Acceptable Use Policy, Call One may terminate this MSA immediately.
 - ii. You fail to meet a payment obligation (including making a required deposit), and You do not fully pay all such amounts within five (5) business days after notice from Call One.
 - iii. You become insolvent or become the subject of an insolvency proceeding. Insolvent or insolvency means becoming bankrupt or insolvent or liquidating Your assets, or commencing (or having commenced against You) a proceeding for bankruptcy, inability to pay your debts in the ordinary course, or liquidation of Your assets. If You become insolvent or file for insolvency, Call One may, at its option, terminate this MSA and all underlying Services, and/or require a deposit, advanced payment or other satisfactory assurances of performance, as well as other rights Call One has available to it. You agree that, for all purposes, including applicable provisions of the U.S. Bankruptcy Code, this MSA and Service Order Agreements constitute a single integrated agreement and that Your and Call One's obligations under this MSA and Service Orders are interrelated. If Call One terminates this MSA for any of the reasons above, You agree to pay all applicable ETCs, as described in Section 5.b. above.
- d. Upon Termination of this MSA or any of the Services provided under this MSA, You agree to pay all applicable charges incurred up to the date of termination, in addition to any applicable ETCs for early termination under Sections 5.b or 5.c.

6. INDEMNITY

- a. Mutual Indemnity. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any type, known or unknown, of any third party including, without limitation, all reasonable costs and expenses, and attorneys fees ("Claim") of any nature to the extent that such Claim arises out of the Indemnifying Party's negligence or willful misconduct, or that of its employees, agents or contractors, as it relates, directly or indirectly, to this MSA or the obligations of the Indemnifying Party under this MSA.

- b. Your Additional Indemnity. You will defend, release, indemnify and hold harmless Call One from an against any Claim (a) by any user of the Services Call One provides You, including but not limited to Your customer, or employees, and (b) relating to the content that is transmitted by or contained in the Services, or any violation of law or regulation related to Your or third parties' use of the Services, including but not limited to, Claims relating to copyright law, export control laws, libel, slander, or invasion of privacy.
- c. Call One's and Your Indemnification obligations survive expiration or termination of this MSA.

7. LIMITATION OF LIABILITY

- a. UNDER NO CIRCUMSTANCES SHALL YOU, CALL ONE OR ANY OF OUR EMPLOYEES, AFFILIATES, CONTRACTORS, OR USERS BE LIABLE TO THE OTHER AND/OR THEIR EMPLOYEES, AFFILIATES, CONTRACTORS, OR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND/OR LOSS OF BUSINESS (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THESE CIRCUMSTANCES SPECIFICALLY INCLUDE: (A) CUSTOMER'S OR ANY THIRD-PARTY USERS' RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE; AND (B) COMPUTER FAILURE, WORK STOPPAGE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE.
- b. OTHER THAN CLAIMS ARISING FROM 1) A PARTY'S PAYMENT OBLIGATIONS, INCLUDING EARLY TERMINATION CHARGES; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER TO THE OTHER PARTY EXCEED THE AMOUNT OF SERVICE CHARGES PAID BY THE CUSTOMER DURING THE SIXTY (60) DAY PERIOD PRIOR TO THE ACCRUAL OF THE MOST RECENT CLAIM. IN NO EVENT SHALL EITHER PARTY ASSERT ANY CAUSE OF ACTION AGAINST THE OTHER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ACCRUED.
- c. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES OF THE MSA AND THAT CALL ONE WOULD NOT HAVE ENTERED INTO THE MSA BUT FOR CUSTOMER'S MSA TO LIMIT CALL ONE'S LIABILITY AS PROVIDED FOR IN THIS SECTION.

8. DISCLAIMER OF WARRANTY

- a. EXCEPT AS EXPRESSLY PROVIDED BY THE APPLICABLE SLA, CALL ONE PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR DOES CALL ONE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL DATA.
- b. CALL ONE DOES NOT MAKE, AND DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PURCHASED OR PROVIDED THROUGH OR BY CALL ONE.

9. COMPLIANCE WITH LAW

Your use of the Services and Call One's provision of the Services shall comply with all applicable laws, regulations, and rules. You agree to obtain, and maintain, all approvals, consents and authorizations necessary to conduct Your business and initiate or conduct any transmissions over any facilities covered by this MSA. Call One agrees to obtain and maintain all approvals, consents and authorizations necessary to conduct its business and to provide the Services covered by this MSA and the Service Orders.

10. FORCE MAJEURE

If the performance of the Your or Call One's respective obligations under this MSA shall be prevented or interfered with by reason of a Force Majeure (other than Customer's payment obligations for delivered Services), then that party shall not be liable to the other for its failure to perform such obligations and such failure shall not constitute a breach of this MSA. "Force Majeure" as used herein shall mean acts of God, strike or other labor dispute, cable cut, riot or civil disturbance, war or armed conflict, failure of common carrier or "carrier's carrier," interruption of power, municipal ordinance including any state or federal law, governmental order or regulation or order of any court of competent jurisdiction, or any other similar thing or occurrence not within the control of the party claiming excuse. Changes in economic, business or competitive conditions are not Force Majeure.

11. NON-DISCLOSURE

- a. If Call One and You have executed a Nondisclosure Agreement, or similar agreement, the parties agree that the terms of that agreement shall apply and remain in full effect throughout the term of this MSA. If no such agreement is in effect, Call One and You agree to maintain in strict confidence all technology, research and development, business affairs, pricing, trade secrets, and other proprietary information of the other party disclosed under this MSA. No obligation of confidentiality shall apply to disclosed information that is in the public domain (through no violation of this Section by the recipient) that the recipient: (i) already possesses at the time of disclosure without obligation of confidentiality; (ii) develops independently; or (iii) rightfully receives without obligation or confidentiality from a third party. The parties' obligations under this Section shall survive expiration or termination of this MSA for three (3) years after expiration or termination of this MSA.
- b. If the recipient is required by law, rule, regulation or court order to disclose any confidential information, the recipient will promptly notify the disclosing party in writing prior to making any such disclosure in order to facilitate the disclosing party seeking a protective order or other appropriate remedy from the appropriate body. The recipient agrees to cooperate with the disclosing party in seeking such order or other remedy. The recipient further agrees that if the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the confidential information, it will furnish only that portion of the confidential information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the confidential information.
- c. Neither party shall use the other's name in publicity or press releases without obtaining the other's prior written approval.

12. ASSIGNMENT

Neither this MSA nor any of Your rights and/or obligations under this MSA shall be assigned, and/or delegated, and/or transferred to another party by You without the express written consent of Call One (which shall not be unreasonably withheld, delayed or conditioned). Call One may assign and/or delegate this MSA to any of its related companies or any third-party purchaser.

13. NON-WAIVER; AMENDMENT

Except as otherwise specifically provided herein, the failure of a party to enforce any right under this MSA at any time shall not constitute a continuing waiver of any such right with respect to the remaining term of this MSA, or the waiver of any other right under this MSA. No modification of this MSA or any Service Order Agreement shall be binding upon the parties unless the modification is made in writing and signed by an authorized representative of the party against which enforcement is sought.

14. NOTICE

Except as otherwise specifically provided herein, any notices required or permitted to be given under this MSA shall be given in writing and shall be delivered (a) in person; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt; or (d) by electronic mail to Customer at Customer's designated technical and/or billing contact, or to Call One at notices@callone.com. It is solely Customer's responsibility to notify Call One of any changes to Customer's email address for such notice. Notice provided by personal delivery, certified mail, or commercial overnight courier is to be delivered to the addresses listed for each party in the signature area of this MSA, or to any such other address as either party may from time to time specify in writing to the other party. Notice shall be effective upon delivery (or refusal to accept delivery).

15. JURISDICTION, FORUM, GOVERNING LAW, AND JURY WAIVER

The MSA is made in Chicago, Cook County, Illinois. The MSA shall be interpreted and construed according to the laws of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal and state courts located in Cook County, Illinois shall be the only courts with jurisdiction to hear disputes under this MSA, and Customer consents to the jurisdiction of the federal and state courts located in Cook County, Illinois to hear such disputes. Call One and You each waive trial by jury in any civil actions or proceedings that are brought by either of the parties under this MSA.

16. CUSTOMER CONSENT TO USE OF CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

Call One acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. Such CPNI includes information about the telecommunications Services purchased by You from Call One, account activity (for example, telephone numbers) and incurred charges. Call One may also share Customer information with its affiliates, agents and partners to offer any or all Services that Call One provides now or in the future. Call One Requires Your consent for it and its affiliates, agents, and partners to use this information to offer the services and products described above. By signing this MSA and taking no further action, You give Call One Your consent to use and disclose Your CPNI as described above. You may refuse CPNI consent by signing this MSA and then notifying Call One in writing of your decision to withhold consent.

17. ATTORNEY'S FEES

The parties agree that if either party to this MSA brings any civil action related in any manner to this MSA, the prevailing party in any such civil action shall recover all of its reasonable attorneys' fees and litigation expenses incurred from the non-prevailing party.

18. SEVERABILITY

If any provision of this MSA is held to be invalid or unenforceable, the remainder of this MSA will remain in full force and effect, and such invalid or unenforceable provision will be deemed to be amended to the minimum extent necessary to render it valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.

19. SURVIVAL

Those Sections of this MSA that by their nature should survive the termination or expiration of this MSA, will survive the termination or expiration of this MSA.

20. ENTIRE MSA

We each agree that this MSA and any Service Orders are the terms of our agreement with regard to the Service(s). We each agree that anything not reflected in this MSA and any Service Order(s) shall not affect the terms or interpretations of this MSA and any Service Order(s).

21. COUNTERPARTS; FACSIMILE SIGNATURE

The MSA may be executed in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument. The MSA may be executed by facsimile or digital signature, and any such facsimile or digital signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile or signature were an original signature.

22. NO THIRD-PARTY BENEFICIARIES

The MSA's benefits do not extend to any third party.

Village Of Oak Park

Company Name

Call One, Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date