

Voice & Data

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 Information

Company Name : Village Of Hanover Park
 Street Address : 2121 W Lake St
 Suite Number : _____
 City, State : Hanover Park, IL,
 Zip Code : 60133

Contact Name : Jed Gerstein
 Contact Phone : 630-823-5670
 Contact E-Mail : jgerstein@hpil.org
 Contract Term (years) : 3

Sales Executive Information

Sales Executive : Blase Vitl
 Phone : 847-657-8945
 E-Mail : bvitl@callone.com

Billing Contact Information

Billing Contact Name : _____
 Billing Address : _____
 Billing Suite Number : _____
 Billing City, State, Zip : _____
 Billing Contact Phone : _____
 Billing Contact E-Mail : _____

2011 W LAKE ST, HANOVER PARK, IL 60133

Broadband Services	QTY	Unit Price	Monthly
NNI - MPLS - DS-1	1	\$175.00	\$175.00

Voice Services	QTY	Unit Price	Monthly
vPRI Session (Per up to 23 Sessions)	1	\$50.00	\$50.00
EUCL Fee (vPRI)	17	\$0.87	\$14.79
Presubscription Fee (vPRI)	17	\$0.33	\$5.61
vPRI FlexPath (Voice) bundle	1	\$35.00	\$35.00
DID	2	\$0.20	\$0.40
Caller ID Number Only	1	\$0.00	\$0.00
Basic Feature Bundle	1	\$0.00	\$0.00
Intrastate Rate	1	\$0.03	\$0.03
20,000 Local Minutes Included	1	\$0.00	\$0.00

Managed Equipment	QTY	Unit Price	Monthly
Adtran 900 Series	1	\$55.00	\$55.00

Installation Services	QTY	Unit Price	Amount Waived	One-Time
NNI - MPLS - DS-1	1	\$2,000.00	-\$2,000.00	\$0.00
LNP - Ported DID (Order Fee)	1	\$9.00	-\$9.00	\$0.00
LNP DID	2	\$1.00	-\$1.00	\$0.00

Calling Rates	QTY	Unit Price	Rate/Min
Band A Rate	1	\$0.0150	\$0.0150
Band B Rate	1	\$0.0320	\$0.0320
Band C Rate	1	\$0.0180	\$0.0180
Interstate Rate	1	\$0.0290	\$0.0290
800 Service Rate	1	\$0.0290	\$0.0290

Site Total	Monthly	One-Time
	\$335.83	\$0.00

8850 BARRINGTON RD, HANOVER PARK, IL 60133

Broadband Services	QTY	Unit Price	Monthly
NNI - MPLS - DS-1	1	\$175.00	\$175.00

Voice Services	QTY	Unit Price	Monthly
vPRI Session (Per up to 23 Sessions)	1	\$50.00	\$50.00
EUCL Fee (vPRI)	17	\$0.87	\$14.79
Presubscription Fee (vPRI)	17	\$0.33	\$5.61
vPRI FlexPath (Voice) bundle	1	\$35.00	\$35.00
DID	1	\$0.20	\$0.20
Basic Feature Bundle	1	\$0.00	\$0.00
Caller ID Number Only	1	\$0.00	\$0.00
20,000 Local Minutes Included	1	\$0.00	\$0.00

Managed Equipment	QTY	Unit Price	Monthly
Adtran 900 Series	1	\$55.00	\$55.00


Installation Services	QTY	Unit Price	Amount Waived	One-Time
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NNI - MPLS - DS-1	1	\$2,000.00	-\$2,000.00	\$0.00
LNP - Ported DID (Order Fee)	1	\$9.00	-\$9.00	\$0.00
LNP DID	1	\$1.00	-\$1.00	\$0.00
Calling Rates	QTY	Unit Price		Rate/Min
Band A Rate	1	\$0.0150		\$0.0150
Band B Rate	1	\$0.0320		\$0.0320
Band C Rate	1	\$0.0180		\$0.0180
Intrastate Rate	1	\$0.0290		\$0.0290
Interstate Rate	1	\$0.0290		\$0.0290
800 Service Rate	1	\$0.0290		\$0.0290
Site Total	Monthly	\$335.60	One-Time	\$0.00
2121 W. Lake Street, Hanover Park, IL 60133				
Broadband Services	QTY	Unit Price		Monthly
NNI - MPLS - 2xDS-1	1	\$255.00		\$255.00
Voice Services	QTY	Unit Price		Monthly
vPRI Session (Per up to 23 Sessions)	2	\$50.00		\$100.00
EUCL Fee (vPRI)	34	\$0.87		\$29.58
Presubscription Fee (vPRI)	34	\$0.33		\$11.22
vPRI FlexPath (Voice) bundle	1	\$35.00		\$35.00
DID	804	\$0.20		\$160.80
Basic Feature Bundle	1	\$0.00		\$0.00
Caller ID Number Only	1	\$0.00		\$0.00
20,000 Local Minutes Included	2	\$0.00	\$0.00	\$0.00
Managed Equipment	QTY	Unit Price		Monthly
Adtran TA908e (3rd Gen)	1	\$45.00		\$45.00
Installation Services	QTY	Unit Price	Amount Waived	One-Time
NNI - MPLS - 2xDS-1	1	\$5,000.00	-\$5,000.00	\$0.00
LNP - Ported DID (Order Fee)	1	\$9.00	-\$9.00	\$0.00
LNP DID	804	\$1.00	-\$1.00	\$0.00
Calling Rates	QTY	Unit Price		Rate/Min
Band A Rate	1	\$0.0150		\$0.0150
Band B Rate	1	\$0.0320		\$0.0320
Band C Rate	1	\$0.0180		\$0.0180
Interstate Rate	1	\$0.0290		\$0.0290
Intrastate Rate	1	\$0.0290		\$0.0290
800 Service Rate	1	\$0.0290		\$0.0290
Site Total	Monthly	\$636.60	One-Time	\$0.00
Order Totals	Monthly	\$1,308.03	One-Time	\$0.00

Service/Additional Terms:

Special Construction Charges may apply to deliver service to the customer premise. These potential NRC's cannot be calculated until an order for service is generated. If there are NRC construction charges to deliver the service to the customer location, the charges will be presented to the customer and will be given first right of refusal to either pay the NRC charges or cancel the order.

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.



Authorized Customer Signature
9/11/17

Date
JULIANA A. MILLER

Print name
Village Manager

Title



CallOne authorized signature
George N. Pitzner

Print name
8/30/17

Date

Terms and Conditions

- 1 Services.** Customer hereby orders the services described on the Customer Service Agreement (collectively, the "Services").
- 2 Acceptable Use.** Customer agrees to strictly comply with Call One's Acceptable Use Policy. To view Call One's Acceptable Use Policy, visit www.callone.com.
- 3 Term and Termination.** The term of this Agreement will begin on the date the Services commence, and continue for the Contract Term stated on the Customer Service Agreement (the "Term"). The Services and the obligation to pay for the Services will continue after the end of the Term on a month-to-month basis, unless either party terminates the Agreement or cancels such Services by providing at least 30 days prior written notice. If either party believes that the other has materially breached this Agreement (except if such breach involves the payment of money or a violation of Call One's Acceptable Use Policy), the non-breaching party shall give 30 days' written notice to the breaching party, stating the breach alleged, and shall give the breaching party an opportunity to cure during that period. If Customer terminates this Agreement prior to the end of the term, or if Call One terminates this Agreement for breach by Customer, immediately pay a termination fee, not as a penalty but as liquidated damages, equal to the total of (i) 100% of all Monthly charges ("MRCs") which would have come due for each remaining month had the Agreement not been terminated early, and (ii) One-Time charges ("NRCs") shown on the Customer Service Agreement, whether or not previously waived. If Customer cancels the Services before the Services are established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Services, installing equipment and any special construction charges. Termination and cancellation charges are due within fifteen (15) days of the effective date of termination or cancellation.
- 4 Rates.** The MRC identified on the Customer Service 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 Services unless Customer has (1) entered into a successor agreement or (2) canceled the Services, in each case effective as of the expiration of the Term. Charges for installation, service establishment and/or other NRCs incident to the Services will be as indicated on the Customer Service Agreement. Call One will also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. Fees, surcharges and taxes are subject to change.
- 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 the Customer Service Agreement and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
- 6 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. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on the Customer Service Agreement applies to the initial Service installation and does not include inside materials and wiring.
- 7 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 MRCs or license fees 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 Services. Call One shall not be liable for fraudulent or unauthorized use of the Services.
- 8 Applicability of Tariffs.** This Agreement orders Services at rates provided herein, and is subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. To view Call One's tariff, click here. Customer acknowledges all Services purchased pursuant to this agreement are for business purposes.
- 9 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.
- 10 Entire Agreement.** This Agreement will legally bind the parties to the same extent as if manually signed. The terms contained in this Agreement and any documents referenced herein or on the Customer Service 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.
- 11 Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, Call One's tariffs or the Services may be commenced in any state or Federal court or agency of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court or agency 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-Provided Hardware Terms and Conditions

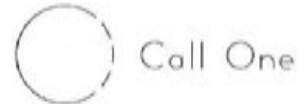
1. In addition to the Services, Call One will also install the equipment which Call One, in its sole discretion, determines is necessary for Customer to use the VoIP services ("Call One Equipment") and provide remote support and on-site support emergency support for the Call One Equipment ("Maintenance Services").
2. **Customer Responsibilities.** Customer will allow employees and authorized representatives of Call One free access to the premises and facilities where the Equipment is to be maintained at all hours, and will provide electricity and a safe working environment. If during the term any person other than an employee or authorized representative of Call One performs any maintenance or service work on the Equipment, then the obligations of Call One hereunder shall immediately terminate.
3. **Maintenance Services.** Maintenance Services. Each request for Maintenance Services will be issued a trouble ticket and assigned a trouble ticket number for tracking. Customer requests for support bypassing the escalation process will be billed as a Time and Materials Project. Services performed outside of the hours of 8:30am - 5:00pm, Monday through Friday, excluding public holidays, shall be subject to additional fees. If Customer requests onsite service and no problem is found or reproduced, Customer shall be billed at the current applicable Time and Materials rates including all travel time and expenses. Customer must provide access to all Call One Equipment at all times reasonably requested by Call One, and provide electricity, a safe working environment, and such other assistance as is reasonably required by Call One.
4. **Limitations on Maintenance Services.** Maintenance Services do not include (i) additions, changes, relocations and removals of equipment; (ii) operating supplies and accessories; (iii) replacement of those component parts subject to normal wear and tear as a result of use which do not affect the operational condition of the Call One Equipment; or (iv) work required as the result of (a) specification or engineering changes; (b) negligent or intentional acts of Customer or any third party; (c) accident, casualty, neglect, misuse or any cause other than normal use in the manner described in the Call One Equipment specifications; (d) any act or event occurring external to the Call One Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Call One Equipment to the telecommunications system of the operating telephone utility or abnormal power fluctuations or failures; (e) Customer's failure to provide the environment required by the Equipment specifications; (f) Customer's failure to fully perform its responsibilities under this Agreement; or (g) the use by Customer or any other third party of the Call One Equipment in combination with any other apparatus, device or other system not supplied, or approved as to such combined use by Call One.
5. **Call One Equipment.** Call One shall remain the owner of all Call One Equipment, and Customer shall (i) not grant any security interest in or otherwise encumber Call One Equipment; (ii) return all Call One Equipment promptly at the termination of this Agreement, or, at Call One's option, allow Call One to enter Customer's premises to recover the Call One Equipment; (iii) not configure or modify or move any Call One Equipment; (iv) obtain insurance against loss of or damage to the Call One Equipment, for the full value of the Call One Equipment and, at Call One's request, name Call One as an additional insured on Customer's policies covering the Call One Equipment; and (v) not remove any tags indicating that Call One is the owner of the Call One Equipment. Call One grants to Customer a personal, limited, non-transferable, non-exclusive, license (without the right to sublicense or create derivative works) to use the software and documentation necessary to operate the Call One Equipment during the term of this Agreement solely for Customer's own internal use of the VoIP Services in accordance with this Agreement. Customer may not decompile, reverse engineer or otherwise use any software code from any software provided by Call One or its suppliers. Some software necessary to fully utilize the full functionality of the VoIP Services may require Customer to accept additional terms and conditions required by the third-party providers of such software. Call One is not responsible for the configuration of, or internal equipment for, Customer's computers or other telephony equipment that may be necessary to make such equipment compatible with the VoIP Services. At Call One's discretion, any Call One Equipment may be new, recertified or refurbished. If Customer abuses, misuses or reconfigures any Call One Equipment, Call One will charge Customer for the Field Service Technician visit (if applicable) at Call One's current Time and Materials rates and the cost of any replacement equipment. Customer may not use equipment other than Call One Equipment that is not certified for use with the VoIP Service by Call One. Either Call One or other third-parties own and will continue to own the software used to provide VoIP Service.

Customer Initials



Call One Initials





Addendum to Customer Service Agreement for VoIP Cloud and VoIP SIP Trunking Services

If Customer has ordered VoIP Cloud PBX or VoIP SIP Trunking Services, the following terms and conditions shall apply, in addition to those stated in the Terms and Conditions for Customer Service Agreement:

- 1 Customer acknowledges and understands that the Service is not a telephone service, and Call One provides it on a reasonable commercial efforts basis. Important distinctions exist between telephone service and the VoIP Service offering provided by Call One. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies or judicial forums. Events beyond Call One's control may affect the Service, such as power outages, fluctuations in the Internet, your underlying ISP or broadband service, or maintenance. If Customer uses the public Internet for voice calls (or voice call signaling), Customer acknowledges that the quality of voice calls may be adversely affected and that Customer may not be able to access 911 or E911 services.

- 2 CUSTOMER ACKNOWLEDGES THAT 911 AND E911 VoIP SERVICES WILL NOT BE AVAILABLE TO IT UNDER THE FOLLOWING CIRCUMSTANCES: (A) THE TELEPHONE DEVICE TO WHICH A PARTICULAR TELEPHONE NUMBER HAS BEEN ASSIGNED IS MOVED TO A LOCATION OUTSIDE THE PREMISES WHERE THE TELEPHONE DEVICE WAS ORIGINALLY INSTALLED; (B) THERE IS AN OUTAGE, DEGRADATION OR OTHER DISRUPTION OF POWER AT THE CUSTOMER'S LOCATION; OR (C) THERE IS OUTAGE, DEGRADATION OR OTHER DISRUPTION OF THE CUSTOMER'S BROADBAND INTERNET CONNECTION, WHETHER SUCH CONNECTION IS PROVIDED BY CALL ONE OR ANOTHER PROVIDER. UNDER ANY OF THE CIRCUMSTANCE ENUMERATED IN ITEMS (A) THROUGH (C), ABOVE, CUSTOMER ACKNOWLEDGES AND AGREES THAT CALL ONE WILL NOT BE LIABLE FOR ANY INABILITY TO DIAL 911 USING CALL ONE VOICE SERVICES, AND CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CALL ONE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH CALL ONE'S VOICE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF CALL ONE'S VOICE SERVICES RELATING TO THE NON-AVAILABILITY OF 911 DIALING. CALL ONE'S SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES FOR ANY REASON.

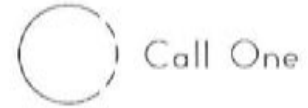
- 3 Customer acknowledges that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, calling card calls or dial-around calls. The Service may not support 311, 511, and other x11 services in one or more service areas.

- 4 The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.

- 5 Customer acknowledges that the Service is not compatible with all non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. Customer waives any claim Customer may have against Call One for interference with or disruption of such systems due to the Service. There may also be other services with which the Service may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Service. Call One does not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

Customer initials _____

Call One initials JP



Alternate 911 Service Acknowledgment

Customer acknowledges that that in some circumstances, including those listed in Section 2 of the VoIP Cloud PBX and VoIP SIP Trunking Addenda to Customer Service Agreement, E911 service may not be available through the VoIP Service or may be limited in comparison to traditional E911 service.

Customer initials _____

Call One initials  _____

