

## **AGREEMENT FOR TELECOMMUNICATIONS SERVICES**

This Agreement for Telecommunications Services (the "Agreement") is made and entered into by and between the Wheaton Park District (the "Park District"), an Illinois unit of local government, and **ANPI, LLC** ("Vendor") a, Delaware limited liability company, which hereinafter may be referred together as the "Parties" or individually as a "Party."

WHEREAS, the Park District desires Vendor to perform certain telecommunication services for the Park District, as detailed in the Park District's Request for Proposal dated September 9, 2015, attached and incorporated as Exhibit A ("RFP") and Vendor's Proposal dated September 18, 2015, attached and incorporated as Exhibit B (the "Proposal"), and Vendor desires to provide said services to the Park District described hereunder based on and subject to the terms and conditions set forth in this Agreement.

### **Section 1: TELECOMMUNICATION SERVICES.**

Vendor shall provide the telecommunication services detailed in the RFP and the Proposal (hereinafter referred to as the "Services"). The Park District may desire to have Vendor render additional services in connection with this Project other than those expressly provided for in the Contract Documents. Any additional services shall not commence unless authorized in writing by the Park District. Vendor shall perform the additional services in accordance with the standards for performance of the Services under this Agreement.

### **Section 2: CONTRACT DOCUMENTS.**

The Contract Documents consist of this Agreement between the Park District and Vendor, the RFP, the Proposal, and any addenda issued prior to the execution of this Agreement and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein. In the event of any conflict between any provision of the Proposal and this Agreement, the terms of this Agreement shall control.

### **Section 3: TERM OF AGREEMENT.**

The term of this Agreement shall commence on the date that the Agreement is executed by the Parties (the "Commencement Date") and, unless terminated earlier as provided herein, shall expire on December 17, 2018 (the "Term").

### **Section 4: SCHEDULE FOR PERFORMANCE OF VENDOR'S SERVICES.**

Vendor's Services shall be performed in a timely manner and in accordance with the Contract Documents, as may be amended by the Parties in writing or in accordance with this Agreement.

### **Section 5: PERFORMANCE OF WORK.**

Vendor agrees to perform faithfully, industriously, and to the best of Vendor's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry experts engaged in similar services, all of the duties described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement or greater generally recognized industry standards

in order to produce a first class work product and services of the type and scope contracted for under this Agreement, to the reasonable satisfaction of the Park District. Vendor shall perform all of its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable national, federal, state, county and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Park District shall be the sole judge of whether Vendor's duties are performed satisfactorily. The duties of Vendor may be specified and modified from time to time by the Park District in writing.

#### **Section 6: PAYMENT FOR SERVICES.**

The Park District agrees to compensate Vendor for providing the Services in the amount of two thousand seven hundred and ninety one and 07/100 Dollars (\$2,791.07) on a monthly recurring basis. A one-time charge in the amount of twenty thousand, two hundred, eighty nine and 91/100 Dollars (\$20,975.62) will be payable for equipment procured as documented in the RFP Response. Payment shall be made by the Park District to the Vendor upon the Park District's receipt of an invoice itemizing the Services properly performed, as determined by the Park District, for the period covered by the invoice. The Vendor will invoice the Park District on a monthly basis. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*). Each invoice shall include a description of the Services completed to the date of the invoice and, with respect to any additional services included, the nature of the additional services as listed in the Proposal, the date those additional services were approved by the Park District, and the number of hours or portion thereof that were expended by each such person in the performance of the additional services.

#### **Section 7: PAYMENT FOR ADDITIONAL SERVICES.**

For the proper performance of any additional services, first approved in writing by the Park District, the Park District shall compensate Vendor as follows: Each additional Professional Seat is \$19.49 per month per seat, Each Precision Seat is \$15.74 per month per seat and Each Primer seat is \$6.49 per month per seat. Each additional Polycom VVX 400 PS is \$107.09 per phone and each Additional Polycom VVX 300 PS is \$81.89 per phone.

#### **Section 8: OWNERSHIP OF INSTRUMENTS OF SERVICE.**

Any and all documents, including but not limited to, any plans, notes, analysis, and any other documents prepared by Vendor in the performance of its Services under this Agreement (hereinafter "Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains exclusive property rights including all common law, statutory, federal and other reserved rights in the Instruments of Services, including copyrights.

#### **Section 9: PARK DISTRICT'S MARKS.**

The "Park District's Marks" shall mean the Park District's name and trade or service marks, labels, designs, logos, trade names, product identifications, artwork and other symbols, devices, copyright and intellectual property rights directly associated with the Park District or any program, facility, special event of business of the Park District, whether existing on the date of execution of this Agreement or created thereafter. The Park District's Marks are and shall remain the Park District's property.

- a) Vendor is hereby authorized to use the Park District's Marks for the Services during the Term of this Agreement, provided the Park District shall have the right to approve all such uses in writing in advance.
- b) Vendor shall not use or permit the use of the Park District's Marks unless such use is authorized by this Agreement or such use is permitted by the prior written consent of the Park District.
- c) The right to use the Park District's Marks is non-exclusive, non-assignable and nontransferable. All use by Vendor of the Park District's Marks shall inure solely to the benefit of the Park District.

#### **Section 10: CONFIDENTIALITY.**

The Parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other Party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that Party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other Party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

#### **Section 11: TERMINATION.**

This Agreement may be terminated or suspended by the Park District, in whole or in part, for convenience and without cause upon five (5) days prior written notice. In the event of termination, Vendor will be paid for all approved Services properly rendered to the date of termination, and upon such payment, all obligations of the Park District to Vendor under this Agreement shall cease. Furthermore, in the event of such termination, Vendor shall promptly deliver to the Park District all Instruments of Service generated in the performance of its Services under this Agreement up to and including the date of termination.

The Park District shall have the right to terminate this Agreement immediately and without notice upon Vendor's default of its obligations hereunder or its violation of any federal or state laws, or local regulations or ordinances. Upon termination due to Vendor's breach of this Agreement, Vendor shall pay the Park District all reasonable costs incurred by the Park District due to said breach, including the cost of obtaining replacement Services. In the event of such termination, payment to Vendor of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by Vendor against the Park District under this Agreement, and acceptance of sums paid by Vendor shall constitute a waiver of any and all claims that may be asserted by Vendor against the Park District. Furthermore, in the event of such termination, and as a condition

of payment by the Park District of any Services performed by Vendor, Vendor shall promptly deliver to the Park District all Instruments of Service generated in the performance of their Services under this Agreement up to and including the date of termination.

## **Section 12: INSURANCE.**

Vendor shall procure, keep in full force and effect, and maintain at its sole cost and expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, intellectual property claims, and any third party intellectual property claims, which may arise from or in connection with the performance of the Services hereunder by the Vendor, its agents, representatives, employees, or subcontractors. The Park District shall be named as the certificate holder and the Park District, its elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the Vendor's Commercial General Liability policy on the Certificate of Insurance.

Vendor shall obtain insurance of the types and in the minimum amounts listed below.

A. Commercial General and Umbrella Liability Insurance. Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement). The Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Professional Liability Insurance. Vendor shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,00 for each wrongful act arising out of the performance or failure to perform professional services and \$1,000,000 aggregate.

C. Business Auto and Umbrella Liability Insurance. Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. Vendor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease. If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this

Agreement, Vendor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Vendor's work.

#### E. General Insurance Provisions

(1) Prior to beginning any Services, Vendor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for thirty (30) days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

(2) Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

(3) Cross-Liability Coverage. If Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(4) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### **Section 13: INDEMNIFICATION.**

To the fullest extent permitted by law, Vendor, its officers, director, employees, volunteers and agents shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, suits, damages, causes of action, judgment, losses, costs and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in connection with the Services performed by Vendor, its officers, directors, employees, volunteers and agents under this Agreement, including but not limited to any accident, injury, damage, property loss or theft, except to the extent caused by the negligence or omission of the Park District, or arising from or in any way connected with any act, omission, wrongful act or negligence of Vendor, its officers, director, employees, volunteers and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Park District. Vendor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of this Agreement.

#### **Section 14: NO INFRINGEMENT.**

Vendor warrants that the products used for the Services and any parts thereof will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Park District in connection with any such infringement claim by any third party, provided however that Park District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if Park District is enjoined from using any products provided by Vendor due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for the Park District, at Vendor's expense, the right to continue using said product; or (ii) replace or modify the product, at Vendor's expense, so that the product becomes non-infringing.

**Section 15: NO LIABILITY.**

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Vendor or any of Vendor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

**Section 16: INDEPENDENT CONTRACTOR.**

The relationship between Vendor and the Park District is that of an independent contractor. Vendor shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. Vendor shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint venturers of the Park District. Vendor is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

**Section 17: NO THIRD PARTY BENEFICIARY.**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Vendor, and/or any of their respective officials, officers and/or employees.

**Section 18: NON-ASSIGNMENT.**

Vendor shall not assign any of its obligations under this Agreement without the Park District's written consent, which may be granted or withheld in the Park District's sole discretion.

**Section 19: NO CONFLICT OF INTEREST.**

Vendor represents and warrants that Vendor does not have a business interest or a close family

relationship with any Park District officer or employee who was, is, or will be involved in Vendor selection, negotiation, drafting, signing, administration, or evaluating Vendor's performance. As used in this section, the term "Vendor" shall include any employee of the Vendor who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a Park District officer or employee described above.

#### **Section 20: KEY PERSONS/NO SUBCONTRACTS.**

Vendor shall not transfer or reassign any individual designated in this Agreement as essential to performing the Services, without the express written consent of the Park District, which consent shall not be unreasonably withheld. If, during the Term of this Agreement, any such individual leaves the Vendor's employment, Vendor shall present to the Park District one or more individual(s) with greater or equal qualifications as a replacement, subject to the Park District's approval, which shall not be unreasonably withheld. The Park District's approval shall not be construed to release Vendor from its obligations under this Agreement.

Furthermore, Vendor shall not subcontract with any third party to perform any of the Services and understands and agrees that the Park District is hiring Vendor for its knowledge and experience in the field of telecommunication services.

#### **Section 21: DESIGNATED REPRESENTATIVES.**

The Park District hereby designates, Mike Benard, the District's Executive Director as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to Vendor at all reasonable times for consultation with Vendor. Vendor shall confirm to the Park District in writing any decision made by the Park District's Representative. Vendor hereby designates Steve Jacklitch, National Channel Manager as the Vendor's Representative ("Vendor's Representative") for all matters for Vendor under this Agreement and with respect to the Services to be performed by Vendor for the Park District. Vendor's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by Vendor's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

#### **Section 22: DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement concerning Vendor's performance shall first be resolved through negotiations, if possible, between each Party's Designated Representative as specified in Section 21 of this Agreement. If such officials do not agree upon a decision within a reasonable period of time, the Parties may pursue other legal means to resolve such disputes.

#### **Section 23: CHOICE OF LAW AND VENUE.**

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this

Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

#### **Section 24: COMPLIANCE WITH LAWS.**

Vendor shall comply with all federal, state and local laws, rules and regulations and shall obtain at Vendor's own cost and expense all permits and licenses which may be required in order for Vendor to provide the Services.

#### **Section 25: MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each of the Parties hereto.
- B. Successors and Assigns: The provisions, covenants and conditions in this Agreement shall bind the Parties, their legal heirs, representatives, successors, and assigns.
- C. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- D. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the Park District of any performance by Vendor after the time the same shall have become due nor payment to Vendor for any portion of the Services shall constitute a waiver by the Park District of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the Park District in writing.
- F. Entire Agreement: This Agreement, along with any exhibits and attachments, constitutes the entire agreement between the Parties with respect to the Services. No verbal agreement or conversation between any officer, agent, associate or employee of the Park District and any officer, agency, employee or associate of Vendor prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- G. Negotiated Agreement: The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.
- H. Headings: The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section which they appear.



I. Notices: All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and:

- (a) shall be sent by personal delivery, in which case notice shall be deemed delivered on the date of receipt by the other Party; or
- (b) shall be sent by facsimile or e-mail if a copy of the writing is also sent by United States Certified Mail, pursuant to subparagraph (d) below, in which case notice shall be deemed delivered on the date and at the time of transmittal by facsimile or e-mail, provided that a transmission report is generated that reflects the accurate transmission date and time of the writing; or
- (c) shall be sent by a nationally recognized overnight courier, in which event notice shall be deemed delivered one (1) business day after deposit with that courier; or
- (d) shall be sent by United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States Mail.

All such notices shall be addressed as follows:

If to the Vendor:

Attn: Eamon Egan  
ANPI, LLC  
243 S Meadowbrook Rd  
Springfield, IL 62711  
Phone: 856-414-6904

If to the Park District:

Attn: Executive Director  
Wheaton Park District  
102 E. Wesley Street  
Wheaton, IL 60187  
Phone: 630-510-4955  
Fax: 630-665-5880

## SLA Methods and Procedures



- I. **Overview**  
This document outlines ANPI's Service Level Agreement (SLA), customer service policies and procedures for customer-related issues and events.
- II. **Definitions**
  - A. **Incident**  
An incident is defined as any inquiry or request for support. An incident may be a problem the customer is experiencing, a request for technical assistance or a billing or service question.
  - B. **ANPI Response**  
Response refers to the initial response to the incident by ANPI. The nature of a response varies based upon the incident. For example, a response may be the answer to a basic question about an ANPI service that is answered immediately either by telephone or email. In many cases the response will be the initial acknowledgement by ANPI that notification of the incident has been received and ANPI is working to provide a resolution. Interim responses may be necessary if resolution does not take place within the proposed time frames.
  - C. **Resolution**  
Resolution refers to the completion of a request or resolution of an incident. Resolution implies that the problem reported in the incident has been corrected or solved, a request has been addressed, a question has been answered or an issue has been resolved. Resolution implies that no further action needs to be taken by ANPI regarding the incident.
  - D. **Severity Level**  
The severity level assigned to a customer identifies the urgency in resolution for the customer inquiry or incident. The lower the severity level number, the higher the priority within the Support Department.
- III. **Incident Severity Levels**
  - A. **Critical Severity (Priority Level 1): Major Network Outage**
  - B. **High Severity (Priority Level 2): Individual Customer Outage**
  - C. **Medium Severity (Priority Level 3): Provisioning and Port Issues**
  - D. **Low Severity (Priority Level 4): Maintenance and FAQ**
    - 1. **Maintenance Windows**  
Maintenance performed on any component of the ANPI Network (a) of which the customer is notified five or more days (5+) in advance, and (b) that is performed during a standard maintenance window on Monday through Friday from 1:00 a.m. to 6:00 a.m. Eastern Time is considered regularly scheduled maintenance. Notice of regularly scheduled maintenance will be provided to the customer's designated point of contact via electronic mail.

# SLA Methods and Procedures



## 2. General Support Inquiry

These are for support inquiries that do not fall into one of the categories listed above.

## IV. Network

ANPI Managed SIP locations and customer branch locations served by the ANPI Managed Network, as defined below, ANPI SIP Services adhere to the Service Level Agreements and credit policies for ANPI Wide Area Network (WAN) Services set forth at [www.anpi.com](http://www.anpi.com) and as summarized below. In the event of a conflict between the SLA terms and conditions related to WAN Services set forth at [www.anpi.com](http://www.anpi.com), and those set forth below, the terms and conditions related to WAN Services set forth at [www.anpi.com](http://www.anpi.com) shall control.

## V. Packet Delivery Objective

The ANPI Network (as defined in the first section) is targeted to deliver service within the ANPI Network at the percentages set forth in Table 1 below, averaged over a calendar month.

TABLE 1

*Classes	Latency	Packet Delivery	Availability
Real-time	48ms	99.99%	100%
Critical	48ms	99.99%	100%
Priority	48ms	99.9%	100%
Standard	55ms	99%	100%

\*Class of Service does not guarantee delivery of traffic in the event of over utilization of the port. Mean Time to Repair (MTTR) Objective of the ANPI MPLS Network (as defined above) is targeted to meet a MTTR of six (6) hours.

## VI. Incident Procedures and Timing for Resolution

Each incident inquiry will be acknowledged with an email or phone call indicating that ANPI has received the message, and the situation is being investigated. This communication from ANPI Support ([customercare@anpi.com](mailto:customercare@anpi.com)) will also correspond with an appropriate support ticket number identifying the issue within the ANPI Support Helpdesk. This ticket number will be included in all future responses and investigations.

Incidents are triaged based on the level of severity and established support procedures. Currently 95% of all Technical Support inquiries are resolved within one hour. An incident

# SLA Methods and Procedures



report will be provided within two business days following the resolution of a Severity Level 1 issue that takes longer than 24 hours to resolve.

For Severity Level 1 incidents that require longer resolution times, the following procedure shall be implemented:

- Proactive customer notification based on severity levels throughout the resolution process where the status of the triage and resolution are disclosed.
- Final notification of incident resolution to close the incident. This will also be accompanied by an incident report/root cause analysis explaining the issue.

ANPI offers Customer Care Services 24 hours a day, seven days a week, and 365 days a year on behalf of its customers. CARE is available from 7:00 AM CST – 7:00 PM CST M-F. To contact ANPI Customer Care, please call 1-855-492-2300 or send an e-mail to [customercare@anpi.com](mailto:customercare@anpi.com).

## VII. Response and Resolution Guidelines

Currently targeted resolution times of ninety-five percent (95%) of all technical inquiries are solved according to the matrix below. These are the communicated internal SLA time periods within the ANPI Support Department:

### Customer Response/Resolution/Update Periods:

	Initial Response Time	Incident Resolution Time	Update Interval Time
Severity Level			
1	15 Minutes	60 Minutes	60 Minutes
2	15 Minutes	6 Hours	2 Hours
3	15 Minutes	8 Hours	8 Hours
4	15 Minutes	24 Hours	24 Hours

If at any time additional escalation is needed or additional urgency needs to be applied to the incident, please escalate the issue through the contact list in section VI.

Note: If after initial analysis, it is determined that the issue is beyond the control of ANPI, then ANPI reserves the right to nullify the incident resolution time expectation as described above. ANPI will notify the customer of the incident resolution and will make every effort to assist the customer to resolve any outstanding issues.

## VIII. Network Availability Guarantee

The ANPI Network, as defined in this section, is guaranteed to be available and capable 100% of the time, as averaged over a calendar month. The ANPI network includes Customer's Ethernet or Access port (port on the ANPI aggregation router upon which

# SLA Methods and Procedures



Customer's circuit terminates) and the ANPI enabled IP backbone. The ANPI enabled IP backbone includes all ANPI-owned and controlled routers and circuits used to transport of traffic.

The ANPI Network Availability guarantees the local access circuit (local loop), Customer Premise Equipment (router or CPE) or customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, and force majeure events (defined in the relevant service contract).

If the Network Availability guarantee is not met in a calendar month, customer will receive a credit of 1/30th of the MRC for that month for each full hour of outage in excess of the 100% guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

## IX. Network Latency Guarantee

The ANPI Network (as defined in the previous section) is guaranteed to have an average round-trip packet transit time within the ANPI Network over a calendar month within the time frames. The average latency is measured as the average of five-minute samples across the ANPI Network taken throughout the month.

The ANPI MPLS Latency guarantee does not include the local access circuit (local loop), CPE or customer's LAN, scheduled maintenance events, customer caused outages or disruptions, and force majeure events (defined in the relevant service contract).

If the Latency guarantee is not met in a calendar month, customer will receive a credit of 1/30th of the MRC for that month for each full 1ms above the average maximum guaranteed under this SLA.

Limits on the credit and the reporting procedures are detailed below.

## X. Voice


For ANPI SIP Voice Service outages due exclusively to the fault or failure of ANPI, Customer, after an outage has been reported and the fault or failure is shown, will receive credit based on the MRC for the applicable ANPI SIP Voice Service as follows:


## XI. Credit Limits and Reporting Procedures—ANPI

Total credits under this SLA are limited to 100% of the MRC for the affected ANPI Service for the month in which the Service does not meet the guarantees. The above guarantees do not include Customer's LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events (as defined in the relevant Terms and Conditions). To report a Service failure and request an SLA credit, customer must contact ANPI Customer Care within 5 business days of reported interruption.

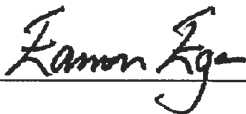
IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the Parties have executed this Agreement by having their representatives affix their signatures below.

**Wheaton Park District**

By  2/17/16  
Signature Date

 Executive Director  
Printed Name Title

**ANPI, LLC**

By  23 November, 2015  
Signature Date

Eamon P.M Egan SVP  
Printed Name Title

#648956