

SD-WAN

Customer Service and Hardware 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 both the Terms and Conditions and, with respect to the routers and any other hardware provided, the Call One-Provided Hardware Terms and Conditions attached to this Agreement.

Customer Information

Company Name : Wheaton Park District
 Street Address : 1777 South Blanchard Street
 Suite Number : _____
 City, State : Wheaton, IL
 Zip Code : 60189

Contact Name : Adam Nirenberg
 Contact Phone : 312-808-1844
 Contact E-Mail : anirenberg@wheatonpark.org

Contract Term (years) : 3

Sales Executive Information

Sales Executive : Ornis Fierro
 Phone : _____
 E-Mail : ofierro@seadefinetworks.com

Billing Contact Information

Billing Contact Name : Randy Tucker
 Billing Address : 1777 South Blanchard
 Billing Suite Number : _____
 Billing City, State, Zip : Wheaton, IL 60189
 Billing Contact Phone : _____
 Billing Contact E-Mail : _____

Site Name/No	Address	City	State	Zip	SD-WAN Tier	SD-WAN Bandwidth	Software Price	Edge Device Price	Total Price
Blanchard	1777 South Blanchard St	Wheaton	IL	60189	Advanced	100M	\$225.00	\$45.00	\$270.00
Prairie	855 West Prairie Avenue	Wheaton	IL	60187	Advanced	50M	\$165.00	\$45.00	\$210.00

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.

M.S. 6/15/18
 Authorized Customer Signature Date
M. S. Rosen Exec Dir
 Print name Title

George Pitsoulis
 Call One Authorized Signature
George Pitsoulis 6/26/18
 Print name 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 on-site 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 effect 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 or 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 of 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.
6. Call One owns and will continue to own any equipment used to provide SD-WAN Service. Call One reserves the right to charge customer for Equipment not returned within 30 calendar days upon termination of service at the following Rates:
\$ 1,620 - SD-WAN Edge Device 120
\$ 5,940 - SD-WAN Edge Device 810
\$ 14,940 - SD-WAN Edge Device 1000

Customer Initials

Call One Initials

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Customer Initials

Cell One Initials





Wheaton Park District Proof of Concept – Right to Cancel

Customer has the right to cancel all SD-WAN services on this Order for 90 days after activation of the first SD-WAN location on this Order. If customer elects to cancel SD-WAN services, Customer agrees to return all SD-WAN equipment to Call One within 30 days. Customer will be charged \$1,500.00 per unit for all SD-WAN equipment not returned within 30 days.

For avoidance of doubt, terms and conditions for all other products and services on this Order remain in force, and are unaffected by the cancellation of the SD-WAN services.

Wheaton Park District

Signature – Wheaton Park District

Mike Benard

Print Name

Mike Benard

Title

Director of IT

Date

6/15/18

Steve Pitzoulakis

Signature – Call One

George Pitzoulakis

Print Name

Director Operations

Title

6/26/18

Date

