



Internet

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 60608 ("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		Sales Executive Information	
Company Name : <u>Wheaton Park District</u>		Sales Executive : <u>Dennis Frouth</u>	
Street Address : <u>1777 S BLANCHARD ST</u>		Phone : <u>708-478-6000</u>	
Suite Number : _____		E-Mail : <u>dfrouth@wheatonpark.org</u>	
City, State : <u>WHEATON, IL</u>			
Zip Code : <u>60189</u>			
Contact Name : <u>Adam Nirenberg</u>		Billing Contact Information	
Contact Phone : <u>312-608-1844</u>		Billing Contact Name : _____	
Contact E-Mail : <u>anirenberg@wheatonpark.org</u>		Billing Address : _____	
Contract Term (years) : <u>3</u>		Billing Suite Number : _____	
		Billing City, State, Zip : _____	
		Billing Contact Phone : _____	
		Billing Contact E-Mail : _____	

1777 S BLANCHARD ST, WHEATON, IL 60189				
Broadband Services	QTY	Unit Price		Monthly
20M Ethernet Over Fiber	1	\$585.00		\$585.00
5 Usable Host IPs	1	\$20.00		\$20.00
Managed Equipment	QTY	Unit Price		Monthly
Customer Provided Equipment	1	\$0.00		\$0.00
Installation Services	QTY	Unit Price	Amount Waived	One-Time
20M Ethernet Over Fiber	1	\$5,000.00	-\$5,000.00	\$0.00
Site Total	Monthly	\$605.00	One-Time	\$0.00
Order Totals	Monthly	\$605.00	One-Time	\$0.00

Service/Additional Terms:

Special Construction Charges may apply to deliver service to the customer premises. 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
 Mike Benard
 Print name
 6/17/18
 Date
 Exec Dir
 Title


 CallOne authorized signature
 George Pitrolo
 Print name
 6/17/18
 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.** Each Service shall be provided for the minimum term ("Initial Term") specified in the applicable Service Order Form or attached pricing schedule. The Term of a Service shall commence upon the Start of Service Date. Unless either (i) Customer gives written notice of termination at least forty-five (45) days prior to the expiration of the Initial Term (but no earlier than 75 days prior to the expiration of such Initial Term) for any given Service; or (ii) Call One gives written notice of termination at least thirty (30) days prior to the expiration of the Initial Term for any given Service, the Service will automatically renew based on the "Initial Term" ("Renewal Term"). As used herein, the word "Term" will be used to refer collectively to both the Initial Term and any Renewal Term. If the Term of one or more Service(s) extends beyond the expiration of the Agreement, notwithstanding the language above, then the Agreement will continue to govern the provision of such Service(s) until the respective Terms for such Service(s) have expired. In no event will new Service Order Forms under the Agreement be permitted if the term of the Agreement has expired or been terminated. If Customer terminates this Agreement prior to the end of the term, or if Call One terminates this Agreement for breach by Customer, the Customer shall immediately pay a termination fee, not as a penalty but as liquidated damages, equal to the total of (i) 50% 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 ("OTCs") 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 apply 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.
- 12 **SD-WAN Equipment.** 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



Call One Initials





**Wheaton Park District
Addendum – Call One Internet Contract**

Replace Section 3, Line #4 - "will automatically renew based on the "initial term"

Replace with - "will automatically renew for successive month to month terms (each, a renewal term) at the rates in effect prior to expiration of initial term"



Signature – Wheaton Park District



Print Name



Title



Date



Signature – Call One



Print Name



Title



Date

