

**Suburban Purchasing Cooperative**

- Northwest Municipal Conference
- West Central Municipal Conference
- Southside Mayors & Managers Association
- Will County Government League



## Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, 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 Village of Palos Park  
Address 8999 West 123rd Street  
City Palos Park ST IL ZIP 60464

**Billing Telephone Numbers (BTN) associated with this account:**

Physical Location	City, State	BTN
<u>8200 W ROUTE 83; Flr 1; des lift station</u>	<u>PALOS PK</u>	<u>708-923-6021</u>
<u>40 RAMSGATE DR; Flr 1</u>	<u>PALOS PK</u>	<u>708-R06-0987</u>
<u>8999 S 123RD; Flr 1</u>	<u>PALOS PK</u>	<u>708-361-2654</u>
<u>8999 131ST; Flr 1</u>	<u>ORLAND PK</u>	<u>708-361-2735</u>
<u>40 RAMSGATE DR; Flr 1</u>	<u>PALOS PK</u>	<u>708-361-4283</u>

See next page(s) for additional billing telephone numbers...

R. Boehm 12/1/10 Clinton James  
Authorized customer signature Date CallOne authorized signature  
R. B. Boehm ADMINISTRATOR Clinton James 2010-12-7  
Print name Title Print name Date

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**Billing Telephone Numbers (BTN) (continued):**

Physical Location	City, State	BTN
8999 S 123RD; Flr 1	PALOS PK	708-361-7851
8999 S 123RD; Flr 1	PALOS PK	708-448-0650
8999 S 123RD; Flr 1	PALOS PK	708-448-8060
9602 CREEK RD; Flr 1	PALOS PK	708-671-1087
8999 131ST; Flr 1	ORLAND PK	708-923-7170
9 PARTRIDGE LN; Flr 1; des pumping station	PALOS PK	708-361-4317
9 PARTRIDGE LN; Flr 1; des pumping station	PALOS PK	708-361-4360
12101 S SOUTHWEST HWY; Flr 1	PALOS PK	708-361-9813
12700 KINVARRA DR; Flr 1	PALOS PK	708-361-4376
68 S OLD CREEK RD; Flr 1; des old creek pumping station	PALOS PK	708-361-4573
11998 WILL-COOK RD	PALOS PK	708-361-4721
9301 S 123RD; Flr 1	PALOS PK	708-361-5669
8812 120TH PL; Flr 1	PALOS PK	708-361-5720
10065 125TH; Flr 1	PALOS PK	708-448-2948
133 FOREST EDGE CT; Flr 1	PALOS PK	708-923-6149
12410 91ST AV; Flr 1; des lift station	PALOS PK	708-923-6717
12101 S SOUTHWEST HWY; Flr 1	PALOS PK	708-R26-2079
8901 W 123RD	PALOS PK	708-R06-3198
8999 S 123RD; Flr 1	PALOS PK	708-R06-2147
12101 S SOUTHWEST HWY; Flr 1	PALOS PK	708-361-0780

Customer initials 2BB  
 Call One initials sj

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**Service/Additional Terms (continued):**

**Please check box to determine term and discount**

- 1 Year 5% discount on lines, features, and non-termed circuits
- 2 Year 10% discount on lines, features, and non-termed circuits
- 3 Year 15% discount on lines and features and 25% discount on non-termed circuits

**Usage Rates**

Band A:	<u>0.0085</u>	\$/min
Band B:	<u>0.0180</u>	\$/min
Band C:	<u>0.0180</u>	\$/min

**Additional Service Rates**

Outbound 1+ Interstate:	<u>0.0290</u>	\$/min
Outbound 1+ In-state:	<u>0.0290</u>	\$/min
Inbound 800/888 Interstate:	<u>0.0290</u>	\$/min
Inbound 800/888 In-state:	<u>0.0290</u>	\$/min
Calling Card(s)-Domestic:	<u>0.1500</u>	\$/min

**Additional Charges:** Member of SPC. \$14.12 per service order.  
Line Base Rates per line: Area A \$7.05, Area B \$9.19, Area C \$12.87.  
RCF \$5.50 per path, Caller ID \$5.00 per line, Caller ID with name \$7.00 per line.  
Waive PICC fees.  
36 Month Term SPC Promotion: Client to receive additional 5% discount on stated discounts of lines, features, and non-termed circuits going forward for the duration of the term.

**Service/Additional Terms:**

Assume LD only on DSL line 708-448-9542.

Customer initials BBB  
Call One initials cg

## Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that it shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
7. **Inside Wiring.** All inside wiring provided directly by Call One to Customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
8. **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 monthly recurring charges 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 Service.
9. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and 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 web site currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
10. **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 ab initio.
11. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
12. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court 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 RBK

Call One initials cg

United Communication Systems, Inc.

123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

**Suburban Purchasing Cooperative**

- Northwest Municipal Conference
- West Central Municipal Conference
- Suburban Mayors & Managers Association
- Will County Government League



## ISDN-PRI Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") by and between United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, Chicago, IL 60606 ("Call One") and the customer identified immediately below ("Customer") is effective as of the date indicated by the date Call One accepted this Agreement as set forth below (the "Effective Date"). The Services described herein are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Palos Park  
 Address 8999 West 123rd Street  
 City Palos Park ST IL ZIP 60464

**Billing Telephone Numbers (BTN) associated with this account:**

Physical Location	City, State	BTN	Circuit ID	NRC	MRC	Term
8999 S 123RD; Flr 1	PALOS PK	708-R06-2147	DZZD.173834.001.LB	\$0.00 (existing)	\$400.00	36 Months

**Additional Charges:** Member of SPC. \$14.12 per service order.  
 Line Base Rates per line:  
 Area A \$7.05, Area B \$9.19, Area C \$12.87.  
 RCF \$5.50 per path, Caller ID \$5.00 per line, Caller ID with name \$7.00 per line.

<u></u> Authorized customer signature	<u>11/24/20</u> Date	<u></u> CallOne authorized signature
<u>R. BOEHM</u> Print name	<u>ADMINISTRATOR</u> Title	<u>Clinton James</u> Print name
		<u>2010-12-7</u> Date

United Communication Systems, Inc.  
 123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

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T PRI

## Terms and Conditions

- 1. Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "Term"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
- 2. Rates.** (a) The Monthly Charge identified on Page 1 of this 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 Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
- 3. Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
- 4. Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that it shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
- 5. Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) fifty percent(50%) of the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
- 6. Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
- 7. Inside Wiring.** All inside wiring provided directly by Call One to Customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement as a "Non-Recurring Charge" applies only to the initial Service install. It does not include the jacks or other inside materials and wiring.
- 8. 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 monthly recurring charges for the Services affected or any portion thereof.
- 9. Applicability of Tariffs.** This Agreement orders Services at rates provided herein and 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](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
- 10. 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 ab initio.
- 11. Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein 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.
- 12. Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court 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     PRL    

Call One initials     CJ    

United Communication Systems, Inc.

123 N Wacker Drive 7th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301