

Date: 11/6/2017

Company Name: Village of Lombard
Customer Contact:
Customer Email:
Customer Phone:

Quote ID: 20171009-00013130
Sales Rep: Unassigned
Sales Email:
Sales Phone:

Service Address	Term	Speed	Product	QTY	Unit Rate	MRC	NRC
235 E WILSON AVE LOMBARD, IL, 60148 LBRDILLM	36 MTH	1.5	LD Packs: Promo 1,000 Long Distance	3	\$0.00	\$0.00	\$0.00
			Promo: Caller ID w/Name and Number	3	\$0.00	\$0.00	\$0.00
			PRI	3	\$180.00	\$540.00	\$1,500.00
			Waived Install Charges	1	\$0.00	\$0.00	\$-1,500.00
			DIDs per block of 10	56	\$0.20	\$11.20	\$0.00
Local Minutes Included: 50,000							
Local Usage						\$0.015 /Minute	
Long Distance Usage Outbound Only						\$0.025 /Minute	
Long Distance Usage Toll Free						\$0.025 /Minute	
Total						\$551.20	\$0.00

International Call Blocking? Yes


Notes

-Listed rates apply to Metered or Overage above the specified minutes that are included.


-The estimated charge for Demarc extensions within 300 feet is \$300. Certain job site variables may result in additional charges. Further details on Demarc extension charges can be found at the Access One Service Guide at <http://www.accessoneinc.com/content/service-guide>

-Equipment pricing listed (sales or rental) does not include any applicable taxes or shipping charges

Acceptance by Customer

Signature: 
Printed Name: Keith Giagnorio
Title: Village President
Date: November 16, 2017

Acceptance by Access One

Signature: 
Printed Name: Bryan Green
Title: Sales Manager
Date: 11/29/17



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Service Agreement

820 West Jackson Boulevard, 6th Floor Chicago, IL 60607

Customer Account #

Phone: (312) 441-1000

Fax: (312) 441-1010

Customer Name: Village of Lombard

Customer Service (800) 804-8333

- 1) Service Agreement Components. Customer's service agreement with Access One, Inc. ("Access One" or "Carrier") includes terms and conditions set forth in this Customer Service Agreement ("CSA"), Requests for Service and other service supplements and attachments (collectively, "Order Forms"), Access One Acceptable Use Policy ("AUP"-see : <http://www.accessoneinc.com/terms-of-use>), Access One tariffs, Access One Service Guide ("Service Guide" -see <http://www.accessoneinc.com/content/service-guide>), Access One website ("Website" -see <http://www.accessoneinc.com>) and the Account and Credit Application. CUSTOMER HEREBY ACKNOWLEDGES THAT THE TERMS AND CONDITIONS SET FORTH IN THIS CSA, AUP, SERVICE GUIDE, APPLICABLE TARIFFS, ORDER FORMS AND WEBSITE GOVERN THE RELATIONSHIP BETWEEN THE CUSTOMER AND ACCESS ONE. BY EXECUTING THIS CSA, ENROLLING IN, USING, OR PAYING FOR ACCESS ONE'S SERVICES, CUSTOMER AGREES TO THE TERMS AND CONDITIONS CONTAINED WITHIN THIS CSA, AUP, TARIFFS, SERVICE GUIDE, WEBSITE, AND THE OTHER TERMS AND CONDITIONS SET FORTH IN THE ORDER FORMS. ACCESS ONE MAY CHANGE THE SERVICE GUIDE, AUP, CSA, APPLICABLE TARIFFS, WEBSITE AND OTHER ATTACHMENTS AND SCHEDULES UPON PROPER NOTICE TO CUSTOMER AS PROVIDED HEREINAFTER. CUSTOMER AGREES TO CHECK THE ACCESS ONE WEBSITE FREQUENTLY FOR THE MOST UP TO DATE INFORMATION. CUSTOMER'S CONTINUED USE OF THE SERVICES CONSTITUTES AGREEMENT TO ACCESS ONE'S TERMS AND CONDITIONS IN EFFECT AT THE TIME OF CUSTOMER'S USE OF SERVICES.
- 2) Term, Rates and Notice.
 - a) The service term length for each service shall be stated on the Order Forms ("Initial Term"). The term for each service commences when Carrier notifies Customer that the necessary services (including loop installation, if applicable) to Customer's building have been delivered and are available for use ("Service Commencement Date"). The monthly recurring charges (MRCs) will begin billing on the Service Commencement Date.
 - b) The term shall automatically renew for one renewal term for a length of time equal to the Initial Term unless either party gives written notice of non-renewal. Either Carrier or Customer may exercise their non-renewal election by giving written notice of non-renewal at least ninety (90) days prior to the Term Expiration Date. Additional provisions and information concerning contract renewal are contained in the Service Guide.
 - c) All rates for services shall be provided at Carrier's rate plan as specified in the Order Forms or Carrier's tariffs, or if not specified, then as stated at www.accessoneinc.com/localpricingplan. Carrier reserves the right to increase the price of a service upon proper notice to Customer as articulated in the Service Guide.
 - d) When Notice by Carrier is required, Carrier will provide Notice by one of the following methods, and Carrier shall solely determine at the time of the Notice which of the methods described herein is appropriate: (1) By bill insert or bill page message; or (2) By letter or postcard via U.S. Postal Service to Customer billing address; or (3) Via a call to the telephone number provided by Customer on the Account and Credit Application form; or (4) Via an email to the email address provided by Customer on the Account and Credit Application form.
- 3) Payment and Billing. Invoices will be payable by the Due Date which is the last day of the month in which the invoice was issued. For example, the August 1st invoice would have a Due Date of August 31st. Carrier may impose a late fee on delinquent balances in an amount equal to one and one-half percent (1½%) per month. Additional provisions and information concerning payment and billing are contained in the Service Guide.
- 4) Cancellation/Default. Customer must send written notice to Carrier requesting cancellation of services. Carrier will process the disconnection order in a timely manner; however, disconnection of services is not immediate, and the services will continue to bill until the disconnection of those services is completed. There are certain Customer actions, omissions or occurrences that would constitute a default of this CSA, including but not limited to Customer's failure to pay Carrier for services by the Due Date, Customer's termination of the contracted services prior to the Term Expiration Date, or other actions more completely described in the Service Guide. Customer's failure to cure a default after notice from Carrier will cause Carrier to seek remedies that could include (but are not limited to): discontinuance of services and imposition of Early Termination Fees. The Service Guide contains additional provisions and information concerning Carrier's remedies upon default including discontinuance of services and Early Termination Fees.
- 5) Liability. Except for Carrier's negligence or willful misconduct, Carrier will have no liability for any damages suffered by Customer or any other third party. Neither Carrier nor Customer shall be liable for indirect, incidental, special, or consequential damages (including lost revenues or lost profits) as a result of the services provided by Carrier or the use of those services by Customer. Further discussion and explanation of the Parties' responsibilities and liabilities are contained in the Service Guide. Fraudulent use. Customer remains liable to Carrier for all charges incurred as a consequence of the unauthorized or fraudulent use resulting from the operation of Customer-provided equipment, systems, facilities or services which are interconnected to Carrier's services. It is the responsibility of Customer to secure all Customer-provided equipment. Further explanation of unauthorized and fraudulent use can be found in the Service Guide and at <http://www.accessoneinc.com/content/fraud>.
- 6) General Provisions.
 - a) This CSA is subject to and becomes binding on Carrier only upon final approval of the Carrier. This CSA is not valid or effective until executed by an authorized representative from Carrier and from Customer.
 - b) This signed CSA, the Order Forms, service supplements and attachments, and any other executed documents transmitted to Carrier by fax machine or scanned/e-mail shall be treated in all respects as original documents with the same binding legal effect as an original document.
 - c) Customer Proprietary Network Information (CPNI) shall be governed by FCC's business account exception. See <http://www.accessoneinc.com/content/tools>.
 - d) This CSA shall be governed by, and constructed under the laws of the State of Illinois, and venue shall be in Cook County, Illinois.
 - e) Customer agrees to pay all charges associated with the services, including taxes and those certain fees and surcharges described in the Service Guide.
 - f) Carrier's obligation to provide the services is contingent upon credit approval of the Customer and Carrier's ability to provision the services.
 - g) In the event of a conflict between the terms and conditions of this CSA, Service Guide, AUP, Website, or Carrier tariff, the following order of priority (descending) will be applied to determine which terms and conditions control: this CSA, Service Guide; tariff, Website; and then the AUP.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CSA, ORDER FORMS, AUP, SERVICE GUIDE, TARIFFS, AND WEBSITE. The Parties have executed this document on the last date of execution below.



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DISCLOSURE TO CUSTOMER
IMPORTANT INFORMATION REGARDING
SERVICES UTILIZING VOICE OVER INTERNET PROTOCOL
EMERGENCY SERVICES - 911 DIALING

Non-Availability of Traditional 911 or E911 Dialing Service

Access One provides many technology and telecommunications solutions for its business customers. Among these solutions, Access One provides Voice Over Internet Protocol services ("VoIP Services"). These VoIP Services include those certain VoIP based or SIP based services. Customer agrees not to use the VoIP Services for auto-dialing or otherwise cause excessive usage inconsistent with standard commercial calling patterns. Further information on VoIP Services can be found at the Access One Service Guide at http://www.accessoneinc.com/content/service-guide.

As compared to the E911 access capability available with traditional telephone service, there are differences in the E911 access capability available with VoIP Services. The FCC has mandated that VoIP Service providers (like Access One) must: (a) inform its customers of these differences and how that may affect users' ability to access E911 services; and (b) retain a record on file verifying that the customer received and understood this Disclosure. Access One respectfully requests your assistance in meeting this FCC compliance requirement by executing this Disclosure. If you have any questions or concerns about the information contained in this Disclosure, please contact the Access One Customer Service representatives at (800) 804-8333.

1) VOIP SERVICES MAY NOT OPERATE DURING CERTAIN SITUATIONS.

- a. Commercial power outages could result in the loss of voice and data service, including access to E911 services. Once power service is restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services. You are encouraged to implement a battery backup system for VoIP Services. Access One does not provide backup battery power with its VoIP Services.
b. Disruption in your broadband connection could result in the loss of voice and data service, including access to E911 services. Once your broadband connection is restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services.
c. Suspension of your services could result in the loss of voice and data service, including access to E911 services. Once your services are restored, you may be required to reset or reconfigure your equipment before you will be able to use VoIP Services to contact E911 services.
d. Network congestion or other network problems could result in your calls being dropped or delayed, including calls to E911 services. Your E911 calls may take longer to connect than E911 calls made using traditional telephone service.

2) VOIP SERVICES E911 CALLS MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU.

- a. Nomadic usage. If you wish to move your device to an alternate physical address (even if the move is temporary or short term), please contact the Access One Customer Service representatives at (800) 804-8333 and provide the alternate physical address information. Your failure to provide this information could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
b. Change of address. If you wish to move your premise device to a new service address or if you notice that the service address information identified in your contract or bill is inaccurate, please contact the Access One Customer Service representatives at (800) 804-8333 and provide the updated or corrected information. Your failure to provide this information could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
c. Disabled device. If your device is damaged or disabled, you should contact your equipment vendor. A damaged device could impair your ability to use VoIP Services to contact E911 services, and this could result in your E911 calls being routed to emergency personnel who will not be able to assist you.
d. Non-Recognition of phone number. If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E911 access may be limited.

3) ALTERNATE MEANS OF CONTACTING E911 SERVICES. Access One recommends that you maintain an alternate means of contacting E911 services and you must inform your VoIP Services users of these alternate means. Customers that acquire VoIP Services from Access One will receive a set of stickers explaining when E911 service may not be available. Please place the stickers on or near the equipment you use to access your VoIP Services to alert users to use alternate means of contacting E911 in the event of an emergency. If you need additional stickers, please contact our Customer Service representatives at (800) 804-8333.

ACKNOWLEDGMENT AND SIGNATURE. The undersigned affirmatively acknowledges the following with regards to this Disclosure: (1) Access One delivered this Disclosure to me; (2) I have read this Disclosure, and I understand its terms and provisions, including the provisions informing me that under certain situations, I may not be able to contact emergency services by dialing 9-1-1 using VoIP Services; and (3) I am obligated to inform my own employees, agents, and any other end users of devices that (a) there are differences in the E911 access capability available with VoIP Services as described in this Disclosure, and (b) they may not be able to contact emergency services by dialing 9-1-1 using VoIP Services.

ACCESS ONE, INC.:

Bryan Green

Print Name and Title of Authorized Representative

[Signature] 11/29/17

Signature

Date

Village of Lombard

Timothy Sexton, Director of Finance

Print Name and Title of Authorized Representative

[Signature] 11/20/17

Signature

Date

*Customer signature constitutes an acceptance of the Customer Service Agreement and an acknowledgement of the VoIP E-911 Disclosure.



Letter of Agency

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To: All concerned Local Exchange Carriers, Interexchange Carriers, Other Common Carriers, Resellers, Consultants, Joint Users Members, and Equipment Vendors.

Village of Lombard hereby appoints ACCESS ONE, INC. ("Access One") to act as its agent in all dealings with Local Exchange Carriers, Interexchange Carriers, Other Common Carriers, Specialized Common Carriers, Resellers, Consultants, Joint User Groups and Equipment Vendors for the purpose of obtain billing information, customer service reports (CSR) and credit information and ordering, changing, and/or maintaining communications service, including but not limited to local, long distance, and private line service, for the following BTN's and 8xx numbers:

BTN	Carrier
1. 630-620-5700 circuit ID = FCDHDL 287339, 287338, 287340	1. Call One
2.	2.
3.	3.
4.	4.
5.	5.

Toll Free	Ring To	Carrier
1.	1.	1.
2.	2.	2.
3.	3.	3.
4.	4.	4.
5.	5.	5.
6.	6.	6.
7.	7.	7.
8.	8.	8.
9.	9.	9.
10.	10.	10.

Please direct inquiries to Access One, Inc., 820 W. Jackson Blvd, Ste. 650, Chicago, IL 60607 (800.804.8333)
THIS AUTHORIZATION SHALL REMAIN IN EFFECT UNTIL MODIFIED OR REVOKED IN WRITING.

Village of Lombard

11/20/2017

Company Name

Date

255. E WILSON AVE

Authorized Account User

Main Billing Address - Street

Timothy Sexton

Lombard

Signature

City

Director of Finance

IL 60148

Title

State, Zip

Contact Phone