

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**

For Inclusion on Board Agenda  
Bids and Proposals

TO : President and Village Board of Trustees  
FROM : Scott Niehaus, Village Manager  
DATE : October 27, 2014 Agenda Date: November 6, 2014  
TITLE : Call One Contract  
SUBMITTED BY: John Doser, IT Staff

**RESULTS:**

Date Bids Were Published \_\_\_\_\_ Bidding Closed \_\_\_\_\_

Total Number of Bids Received \_\_\_\_\_

Total Number of Bidders Meeting Specifications \_\_\_\_\_

Bid Security Required \_\_\_\_\_ Yes \_\_\_\_\_ X \_\_\_\_\_ No

Performance Bond Required \_\_\_\_\_ Yes \_\_\_\_\_ X \_\_\_\_\_ No

Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ X \_\_\_\_\_ No

Explanation:

Waiver of Bids Requested? \_\_\_\_\_ X \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, explain: Recommended Vendor - Northwest Municipal Conference Suburban Purchasing Cooperative RFP for a Telecommunications program.

Award Recommended to Lowest \_\_\_\_\_ Yes \_\_\_\_\_ X \_\_\_\_\_ No

Responsible Bidder?

If no, explain: Requested waiver of bids- The Village will take advantage of the SPC special pricing.

**FISCAL IMPACT:**

Budget Estimate - All rates and fees are subject to the rates and discounts contained in the Northwest Municipal Conference Suburban Purchasing Cooperative's underlying agreement.

Account # 101.120.510.73630

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously \_\_\_\_\_ Yes X \_\_\_\_\_ No

If yes, was quality of work acceptable \_\_\_\_\_ Yes \_\_\_\_\_ No

Was item bid in accordance with Public Act 85-1295? \_\_\_\_\_ Yes \_\_\_\_\_ No

Waiver of bids - Public Act 85-1295 does not apply \_\_\_\_\_ Yes

**REVIEW** (as needed):

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_

Finance Director XX  \_\_\_\_\_ Date 10/27/14

Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.**



To: Scott Niehaus  
Village Manager

From: John Doser  
I.T. Staff

Date: October 27, 2014

Subject: Call One Telephone Communications Contract

In November of 2013, Call One Telecommunications, the largest reseller of AT&T services and features in the United States, responded to the Northwest Municipal Conference Suburban Purchasing Cooperative RFP for a Telecommunications program. The proposal includes special pricing on POTS Lines; International Switched; Data Services: Service Intralata Point to Point; DS-1 & DS3 Services Intralata Point to Point; ISDN Prime; Network to Network Interface; Alarm Monitoring; Off-Premise extensions; Frame Relay Interlata; Interlata DS-1 Point to Point Pricing Per DS-0 Mile; Internet DS-1 & DS-3 Connectivity; ISDN Direct Flat Rate Dial Up 128 K Connection; Connectivity; Dial Up 56K; DSL; VPN; hosting and email. Call One can also provide pricing and service for the finest most up-to-date technologies.

A contract with Call One will save the Village of Lombard an estimated \$5100.00 annually. Having a contract with Call One will also insulate the village to some extent from bi-yearly AT&T line charge increases. The AT&T increases would only happen at the end of each calendar year.

Staff is requesting authorization to award a contract to Call One Telecommunications for a three years telephone communication contract on our three PRI lines and two T1 lines and a one year contract on all others lines including all analog lines and circuits.



## Point-to-Point 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 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 Lombard  
Address 255 E Wilson Ave  
City Lombard ST IL ZIP 60148

### Service Details:

BTN	<u>NEW</u>	Circuit ID	<u>NEW</u>
Service	<u>Point to Point T1</u>	Monthly Charge	<u>\$225.00</u>
Speed	<u>1.544Mbps</u>	Non-recurring Charge	<u>\$2,000.00 (Waived)</u>
Term	<u>36 Months</u>		
Host Address	<u>50 E St Charles Rd, Lombard, IL 60148</u>	Host TN	<u>630-620</u>
Remote Address	<u>255 E Wilson Ave, Lombard, IL 60148</u>	Remote TN	<u>630-620</u>
BTN	<u>NEW</u>	Circuit ID	<u>NEW</u>
Service	<u>Point to Point T1</u>	Monthly Charge	<u>\$225.00</u>
Speed	<u>1.544Mbps</u>	Non-recurring Charge	<u>\$2,000.00 (Waived)</u>
Term	<u>36 Months</u>		
Host Address	<u>2020 S Highland Ave, Lombard, IL 60148</u>	Host TN	<u>630-620</u>
Remote Address	<u>255 E Wilson Ave, Lombard, IL 60148</u>	Remote TN	<u>630-620</u>

### Service/Additional Terms:

Install one (1) new point-to-point T1 at each of the locations listed above. Client is responsible for any early termination fees from current provider.

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.

_____	_____	_____
<i>Authorized customer signature</i>	<i>Date</i>	<i>CallOne authorized signature</i>
_____	_____	_____
<i>Print name</i>	<i>Title</i>	<i>Print name</i> <i>Date</i>

# Terms and Conditions

- 1. Term.** Customer hereby orders the Service and miscellaneous services incident thereto as described identified on Page 1 of this Agreement (collectively, the "**Service**") for the term selected by Customer on Page 1 of this Agreement (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 service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific physical locations 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. 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 the Monthly Charge payments remaining for the Term of this Agreement and 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 and as applicable in installing the required equipment and facilities including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
- 5. 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](http://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 Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
- 6. 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 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.
- 7. 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 tariffs 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.
- 8. 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.
- 9. Entire Agreement.** Signed facsimile 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.
- 10. 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 \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



# ISDN-PRI 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 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 Lombard  
Address 255 E Wilson Ave  
City Lombard ST IL ZIP 60148

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

1 Year

2 Year

3 Year

**Additional Charges:** Member of SPC. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Client is responsible for any early termination fees from current provider.

Each PRI is inclusive 20,000 Band A, B, C and Intralata minutes, Caller ID w/Name and Failsafe Routing. DID Porting/Installation Charge \$1.00/DID number. DID MRC at \$2.00/block of ten (10). 30% discount on applicable features. Carrier Access - WAIVED.

**Service/Additional Terms:**

Install three (3) new ISDN PRIs at 255 E Wilson Ave, Lombard, IL 60148. Each PRI is inclusive 20,000 Band A, B, C and Intralata minutes, Caller ID w/Name and Failsafe Routing. Tag at the demarc.

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

Physical Location	City, State	BTN		
<u>255 E Wilson Ave</u>	<u>Lombard, IL 60148</u>	<u>NEW</u>		
	<b>Circuit ID</b>	<b>NRC</b>	<b>MRC</b>	<b>Term</b>
	<u>NEW</u>	<u>\$2,000.00 (Waived)</u>	<u>\$300.00</u>	<u>36 Months</u>
	<u>NEW</u>	<u>\$2,000.00 (Waived)</u>	<u>\$300.00</u>	<u>36 Months</u>
	<u>NEW</u>	<u>\$2,000.00 (Waived)</u>	<u>\$300.00</u>	<u>36 Months</u>

\_\_\_\_\_  
*Authorized customer signature*                      *Date*                      *CallOne authorized signature*

\_\_\_\_\_  
*Print name*                      *Title*                      *Print name*                      *Date*

23175  
ALT 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. Call One is not responsible for notifying customer of the expiration of any 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 and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates 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, in addition to the Terms and Conditions of this Customer Service Agreement, Customer 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) 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 and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term 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. (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. **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](http://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 Page 1 of this 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 monthly recurring charges for the Services affected or any portion thereof.
8. **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.
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 ab initio.
10. **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.
11. **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 \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



## 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 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 Lombard  
 Address 255 E Wilson Ave  
 City Lombard ST IL ZIP 60148

### Please check box to determine term and discount

- 1 Year  
 2 Year  
 3 Year

**Additional Charges:** Member of SPC. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Carrier Access - WAIVED.

### Service/Additional Terms:

For BTN 630.620.0696, install ten (10) new standalone lines at 255 East Wilson Ave. Tag at D-marc.

Coordinate number swap for the following numbers: 630.620.0696, 630.620.6435, 630.620.8222, 630.629.2374, 630.620.9965, 630.620.1607, 630.620.1735, 630.620.1822, 630.620.1859, 630.620.8913. Establish 630.620.0696 as the BTN.

Assume Local and Long Distance service on all other BTNs.

Client is responsible for any early termination fees from current provider.

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

Physical Location	City, State	BTN
5 W MAPLE	LOMBRD, IL	630-268-1516
356 E PARKSIDE AV; Fir 1	LOMBRD, IL	630-268-1856
1807 S HIGHLAND AV; des bldg traf box	LOMBRD, IL	630-424-0157
1 -1/2 N MAIN	LOMBRD, IL	630-424-0790
50 E ST CHARLES RD; Fir 1	LOMBRD, IL	630-424-1353

\_\_\_\_\_  
*Authorized customer signature*                      *Date*                      *CallOne authorized signature*  
 \_\_\_\_\_  
*Print name*                      *Title*                      *Print name*                      *Date*

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

2020 S HIGHLAND AV; Flr 1	LOMBRD, IL	630-424-1374
581 S WESTMORE-MEYERS RD	LOMBRD, IL	630-495-3376
255 EAST WILSON AVE	LOMBRD, IL	630-620-0696
2020 S HIGHLAND AV; Flr 1	LOMBRD, IL	630-620-5801
2 W PARKSIDE AV	LOMBRD, IL	630-620-6795
50 E ST CHARLES RD; Flr 1	LOMBRD, IL	630-620-6889
235 E WILSON AV; Flr 1	LOMBRD, IL	630-620-7625
32 YORKTOWN CONVENIENCE CTR; Flr 1	LOMBRD, IL	630-627-2677
2001 S HIGHLAND AV	LOMBRD, IL	630-627-9435
235 E WILSON AV; Flr 1	LOMBRD, IL	630-629-3732
70 YORKTOWN SHOPPING CTR; Bldg B	LOMBRD, IL	630-705-0126
1600 S MAIN; Flr 1; des traffic signal control cabinet	LOMBRD, IL	630-705-9314
235 E WILSON AV; Flr 1	LOMBRD, IL	630-792-1830
1051 S HAMMERSCHMIDT AV; Flr 1	LOMBRD, IL	630-792-9011
1116 S MAIN	LOMBRD, IL	630-916-8272
50 E ST CHARLES RD	LOMBRD, IL	630-R06-0414
235 E WILSON AV; Flr 1	LOMBRD, IL	630-R06-0612
2020 S HIGHLAND	LOMBRD, IL	630-R07-2318
600 WALL; Unit DUCOM	GLENDL HTS, IL	630-Z99-0698
2200 HIGHLAND AV; Flr 1	LOMBRD, IL	630-Z99-7370
20 E ST CHARLES RD	LOMBRD, IL	708-Z52-0010

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



# 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. Call One is not responsible for notifying customer of the expiration of any 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, in addition to the Terms and Conditions of this Customer Service Agreement, Customer 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 Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to terminate the Service(s) and liable for all early termination charges. (c) 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. **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](http://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 Page 1 of this 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 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.
8. **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.
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 ab initio.
10. **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.
11. **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 \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301