



DeKalb Advancement Technology Authority



DeKalb County's Fiber Optic Network
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DEKALB COUNTY FIBER OPTIC NETWORK (DATA)

CONSORTIUM MEMBERSHIP AND SERVICES AGREEMENT

DeKalb County Government ("County" received a grant from U.S. Department of Commerce, Broadband Technology Opportunity Program ("Grant"), to acquire a 140 mile, 144 strand fiber optic network throughout DeKalb County, IL and in limited parts of LaSalle and Kane County, IL. In its grant application, County has assured the participation of a number of potential users of the network who, by this Agreement or substantially similar agreements, have committed to participate in County's operation of a fiber optic cable system for the use and benefit of the Participants. The Grant agreement between the U.S. Department of Commerce imposes numerous obligations and requirements on the County, and the County's ability to comply with the Grant provisions is contingent upon each Participant's performance of their respective Participation Agreements. As of January 2021, Syndeo Networks, Inc. has acquired the DATA Network and has taken over operations and management of the DATA Network and its customers.

The Customer named below and Syndeo Networks, Inc ("Syndeo") agree that the terms and conditions of this Services Agreement ("Agreement") govern the provision of the Services specified herein. This Agreement shall be effective as of the Date listed below.

Customer: Town of Cortland, Illinois
Effective Date: January 1, 2025
Services: Data Transport and optional services as shown on Exhibit A

1. SERVICES:

1.1 **Services Provided.** The services provided under this agreement are those shown in Exhibit A, attached hereto.

2. CHARGES, BILLING, AND PAYMENT

2.1 **Charges.** Customer shall pay DATA one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all undisputed charges associated with the Service(s), as set forth or referenced in the applicable Service Order(s). These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Carrier Equipment, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Except as otherwise indicated herein or on the applicable Service Order(s), non-recurring charges for the Service(s) shall not increase during the initial Service Term.

2.2 **Maintenance.** Unless otherwise specified in a relevant Service Order, routine and emergency maintenance on the Network and/or to ensure the proper operation of the Service(s) are provided to Customer at no charge. For maintenance services at Customer's location, or for such other maintenance as may be required by Customer that is outside of DATA's routine or emergency Network maintenance, Customer shall pay for applicable maintenance services at the then-applicable rates.

2.3 **Payment.** Invoices shall be issued annually by Syndeo Networks, Inc.

2.4 **Partial Payment.** Partial payment of any bill will be applied to the Customer's outstanding charges in the amounts and proportions as solely determined by DATA. No acceptance of partial payment(s) by DATA shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

2.5 **Taxes and Fees.** Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

2.6 **Other Government-Related Costs and Fees.** DATA reserves the right to invoice Customer for any fees or payment obligations in connection with the Service(s) imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Service(s), including, without limitation, applicable franchise fees (if any), regardless of whether DATA or its Affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer.

These obligations may include those imposed on DATA or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that DATA or its Affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs.

2.7 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to DATA for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to DATA, all disputed amounts shall become immediately due and payable to DATA.

2.8 Past-Due Amounts. Any undisputed payment not made when due will be subject to a late payment fee equal to the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law on the unpaid invoice. If Customer's account is delinquent, DATA may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Carrier Equipment that Customer fails to return in accordance with the Agreement. If DATA is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Carrier Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to DATA under the Agreement or at law or in equity.

2.9 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3. TERM OF AGREEMENT

3.1 Term. The term shall be January 1, 2025 through December 31, 2029

4. TERMINATION

4.1 Termination for Convenience.

Service Orders. Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order at any time upon notice to DATA. Following termination in accordance with this Section 4.1, Customer will pay all outstanding, undisputed amounts owed for Services already provided and accepted prior to termination and will return the Carrier Equipment.

On-going Services. Customer shall only be able to terminate on-going services provided for under this agreement upon 60 days' notice. Following termination in accordance with this Section 4.1, Customer will pay all outstanding, undisputed amounts owed for Services already provided and accepted prior to termination. If Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, DATA may assess and collect from Customer applicable Termination Charges which are defined in section 4.4. Customer shall return all Carrier Equipment to DATA, or otherwise permit DATA to remove any Carrier Equipment, within sixty (60) days of termination.

4.2 Termination for Cause.

The Parties may terminate this Agreement, or a Service Order, in whole or in part, in the following ways:

(i) **Nonpayment.** If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, DATA may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services. DATA will not take any such action as a result of Customer's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.

(ii) **Breach.** If either Party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

(iii) **Insolvency.** A Service Order may be terminated by either Party immediately upon notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(iv) **Failure of Services.** If, after notice by Customer and a commercially reasonable opportunity to cure by DATA, not to be less than thirty (30) days, DATA fails to provide any Service(s) in accordance with the minimum Service Levels identified in Section 5.3, and said failure materially adversely affects Customer's ability to use the Service(s) effectively, Customer may terminate this Agreement or terminate the affected Service Order(s) without any obligation to pay the Termination Charges, provided however that Customer shall be liable for any past charges incurred that were due and owing prior to the failure or other event that gave rise to the termination for cause.

(v) **Rights and Remedies.** Termination by either Party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

4.3 Effect of Termination. Upon the expiration or termination of a Service Order for any reason: (i) DATA may immediately disconnect the applicable Service; (ii) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if DATA has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, DATA may assess and collect from Customer applicable Termination Charges; and (iii) Customer shall return or permit DATA access to retrieve from the applicable Service Locations any and all Carrier Equipment (however, if Customer fails to permit access, or if the retrieved Carrier Equipment has been damaged and/or destroyed other than by DATA or its agents, normal wear and tear excepted, DATA may invoice Customer for the full replacement cost of the relevant Carrier Equipment, or in the event of minor damage to the retrieved Carrier Equipment, the cost of repair, which amounts shall be immediately due and payable).

4.4 Early Termination Liability. In the event User terminates any Service Request prior to the end of the Initial Service Term for any reason other than a default by DATA or as otherwise expressly permitted herein, or if DATA terminates the Agreement or any Service Request as the result of an uncured default by User, User shall pay to DATA, as liquidated damages, a termination fee, equal to one hundred percent (100%) of the remaining monthly-recurring charges (then in effect at the time of termination) for the terminated Service(s).

4.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this Agreement. DATA may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects DATA's ability to provide the Services herein.

5. DELIVERY AND USE OF SERVICES

5.1 Scope of Services. DATA shall provide the Service(s) to Customer subject to availability and operational limitations of Customer's systems, facilities, or equipment. Customer and its Authorized Users shall have the right to use the Service(s) provided by DATA at the relevant Service Location(s). Customer shall be responsible for its Authorized Users use of the Service(s), compliance with this Agreement, and compliance with DATA's Acceptable Use Policy ("AUP"), which is attached hereto as Exhibit B. Customer is responsible for ensuring that any Customer-Provided Equipment is fully operational and compatible with the Service(s). If Customer desires to secure its transmissions in connection with its use of the Service(s), Customer must provide, at its sole cost, encryption software or other transmission protection equipment or services.

5.2 Orders. Customer shall submit to DATA a properly completed Service Order to initiate Service(s) to each Service Location. A Service Order shall become binding on the Parties when (i) it is specifically accepted by DATA in writing, (ii) DATA begins providing the Service(s) described in the Service Order or (iii) DATA begins Custom Installation (as defined in Exhibit C) for delivery of the Service(s) described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

5.3 Service Levels. DATA shall provide the following Service Levels:

(i) **Speed.** DATA makes no representation regarding the speed of the Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of devices using a single connection, the size and frequency of data to be transmitted, the effectiveness or efficiency of Customer-Provided Equipment, network traffic, and other similar factors. Customers who purchase 100 Mbps Service(s) will be provided data transport services at speeds of up to 100 Mbps. Customers who purchase 1 Gbps Service(s) will be provided data transport services at speeds of up to 1 Gbps. DATA shall use commercially reasonable efforts to provide and maintain data transport speeds as close to the specified Service(s) speed as reasonably possible.

(ii) **Availability.** DATA guarantees a minimum Service Level for the IP transport network that will provide network availability and capability of forwarding IP packets 99.95% of the time, including local loop, as averaged over a calendar month, excluding maintenance windows and other exclusions as specified herein. This equates to not more than 21.6 minutes of downtime per month (based on a 30-day month).

(iii) **Latency.** DATA guarantees a minimum Service Level for the IP transport network that will provide an average round trip packet transit time within the DATA backbone network of 64 milliseconds or less, as measured over a calendar month, excluding maintenance windows and other exclusions as specified herein.

5.4 Access. Customer, at no cost to DATA, shall secure and maintain all necessary rights of access to Service Location(s) for DATA to install and provide the Services, unless DATA has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Carrier Equipment used to provide the Services within the Service Location(s). DATA and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from DATA, Customer shall provide all required access to DATA and its authorized personnel. During the term of the Service(s) provided under this Agreement, Customer grants DATA the right, free of charge, to occupy portions of Customer's facilities and real

property (“Space”) for the placement and maintenance of Carrier Equipment (hereinafter defined) and interconnecting such Carrier Equipment to DATA’s proprietary transport network (the “Network”) for the purpose of providing the Service(s).

5.5 DATA-Provided Equipment (DPE). DATA will provide certain Equipment at Customer’s location which is necessary for access to the DATA network. DPE is and shall remain the property of DATA regardless of where installed within the Service Location(s) and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time, DATA may remove or change the DPE in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any DPE or permit others to do so, and shall not use the Carrier Equipment for any purpose other than that authorized by the Agreement. DATA shall maintain DPE in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at DATA’s expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the DPE. Customer is responsible for damage to, or loss of, DPE caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of DATA. Customer agrees not to take any action that would directly or indirectly impair DATA’s title to the DPE, or expose DATA to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following DATA’s discontinuance of the Services to the Service Location(s), DATA retains the right to remove the DPE including, but not limited to, that portion of the Carrier Equipment located within the Service Location(s). To the extent DATA removes such DPE, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted. Exhibit “A”, hereto attached details DPE for each level of service being provided to the Customer.

5.6 Service Commencement Date. Upon installation and connection of the necessary facilities and equipment to provide the Services(s), DATA shall notify Customer that the Services are available for use, and the date of such notice shall be called the “Service Commencement Date.” Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

5.7 Installation of Carrier Equipment. Installation of any Carrier Equipment to create interconnectivity with the Network shall be completed by authorized DATA personnel, consistent with any Customer requirements and/or policies where installed in Customer Space. Where Customer installs any Customer-Provided Equipment necessary to create interconnectivity with the Network, Customer shall bear the sole responsibility and liability for such installation. DATA may change, replace, or remove the Carrier Equipment, regardless of where located, so long as the basic technical parameters of the Services are not altered, and this Agreement constitutes Customer’s consent to such change, replacement, or removal. DATA has no obligation to install, maintain, or repair any Carrier-Provided Equipment. Customer is responsible for ensuring that its equipment does not interfere with the provision of or functionality of Services or Network.

5.8 Syndeo-Owned Fiber Equipment (Routers, Modules and Transceivers). DATA, through a Broadband Technology Opportunity Program Grant, has placed Fiber Routers in the certain customer’ location(s). For the term of this agreement, customer is entitled to use the equipment. DATA has no support in place for this equipment, however, DATA has a small number of spare routers, modules and transceivers that can be used as loaners in case of failure. DATA will allow the customer to use the loaner router until 1) the original router can be repaired or, 2) the Customer can obtain its own router as a permanent replacement. When loaner resources are depleted, or the customer determines the equipment no longer meets the needs of the customer, the customer shall be responsible for replacement, installation and support of its these fiber routers, modules and transceivers. All DATA equipment that is removed from service shall be promptly returned to Syndeo.

5.9 Customer-Provided Equipment (CPE). Customer is responsible for certain equipment necessary for customer’s operations. DATA shall have no obligation to install, operate, or maintain Customer-Provided Equipment. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all inside wiring and equipment and facilities on the Customer’s side of the modem, router, switch and/or other Ethernet input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by DATA’s employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment. Exhibit “A”, hereto attached details DPE for each level of service being provided to the Customer. The equipment listed represents the minimum equipment necessary for operation of the services provided by DATA. The customer may choose to provide additional equipment beyond the minimum listed.

5.10 Outside Fiber Plant (OSP). Syndeo owns and is responsible for maintenance of the OSP. Syndeo’s responsibility for the fiber plant ends at the fiber patch panel inside the customer’s building. The existence of fiber plant on the customer’s property is subject to the terms of a separate “Access Agreement”. Customer agrees to call JULIE ahead of any underground activities that might be undertaken near the OSP and assumes responsibility for any damages to OSP from excavation activity. Quotes for requests for relocation or for repairs for damages caused by the customer will be subject to a Syndeo administrative and project management fee.

5.11 Engineering Review. Each Service Order submitted by Customer shall be subject to an engineering review by DATA. The engineering review will determine whether the Network, fiber, cable, or other plant must be extended, built or upgraded (“Custom Installation”) in order to provide the ordered Services at the requested Service Location(s). DATA will provide Customer written notification in the event Service installation at any Service Location will require an additional one-time installation fee (“Custom

Installation Fee”). Customer will have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected Service Location(s).

5.12 Authorized Use. The Service(s) and connections to the Network are for use by Customer and its Authorized Users to which Services are granted. Except as otherwise provided herein or under a separate agreement, connections to the Network may not be shared by any means, including wired or wireless networking or transmission. Customer and its Authorized Users agree not to operate hardware or software that DATA deems harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, Carrier Equipment, or Service(s). Customer and its Authorized Users have an affirmative duty under this Agreement to monitor their use of the Network and the Carrier Equipment, and to ensure that any hardware, software, and/or data used or transmitted over or across the Carrier Equipment and/or Network is free of malicious or harmful components, does not present a security risk or vulnerability, and/or does not negatively impact the performance of the Network or cause interference, congestion, or interruptions on the Network or Service(s). To the extent that DATA believes that any Customer or Authorized User hardware, software, or data is harmful, hazardous, or capable of causing interference, congestion, or interruptions to the Network, DATA shall provide Customer with commercially reasonable notice of the same. Customer shall thereafter have fifteen (15) days to cure or discontinue use of the hardware, software, or data that is the subject of the notice, or to otherwise demonstrate that the harmful, hazardous, or interfering component is not present or caused as alleged by DATA in its notice. In instances in which Customer or Authorized User hardware, software, or data presents an immediate threat to the continued operation of the Network, or Carrier Equipment, DATA may require the Customer or Authorized User to immediately discontinue use of the harmful, hazardous, or interfering hardware, software, or data until such time as DATA and the Customer, working collaboratively, can cure, or otherwise verify the absence of, any harmful, hazardous, or interfering component. All use by Customer and Authorized Users shall be consistent with, and in compliance with, the AUP.

6. MAINTENANCE AND REPAIRS

6.1 Generally. DATA reserves the right to schedule regular (in advance with Customer) or emergency maintenance on the Network and/or Carrier Equipment. All routine maintenance and repair functions and emergency maintenance and repair functions, including “one-call” responses, cable locate services, and necessary relocation of the Carrier Equipment, shall be performed by DATA or its designee for a period coterminous with the term of this Agreement.

6.2 Routine Maintenance. Routine Maintenance shall mean any maintenance at the DATA hub to which Customer’s circuit is connected, or maintenance to any Carrier Equipment located at a Service Location. Scheduled Maintenance shall be performed between the hours of 12:00 AM to 6:00 AM local time, unless otherwise required, and upon prior notice to Customer. Routine Maintenance includes (i) upgrades of Network and/or Carrier Equipment hardware and software; (ii) upgrades to capacity of the Network; (iii) correction network activity that may degrade the quality of service or cause service interruptions; and (iv) relocation of fiber required by road or utility construction projects. Additional maintenance may be performed from time to time at DATA’s reasonable discretion, or upon Customer’s request with reasonable advance notice to DATA. DATA’s general policy for scheduling maintenance is to provide Customer with advanced notice, and to perform any repair or maintenance services during non-working or off-peak hours, but circumstances may arise from time-to-time that requires Routine Maintenance to be performed during normal business hours.

6.3 Emergency Maintenance. DATA shall use commercially reasonable efforts to respond to any failure, interruption or impairment in the operation of the Service(s) within a time frame as soon as commercially practicable after receiving a report of any such failure, interruption or impairment, but in any event not to exceed four (4) hours. Customer acknowledges that the foregoing does not confer any right to Customer to have any Emergency Maintenance request or report cured, fixed, resolved, or otherwise remedied within four (4) hours of the request being made. The time to resolve any Emergency Maintenance request or report will depend on the circumstances presented at the time the request or report is made, including but not limited to the severity of any failure, defect, interruption, or other non-conformity in the Network, Carrier Equipment, or Service(s), the availability of DATA’s employees, agents, subcontractors, or other affiliates, the availability of necessary materials, access to and the location of any failure, Customer cooperation, weather, force majeure events, and other similar factors. DATA shall use commercially reasonable efforts to provide Customer with notice of Emergency Maintenance before beginning any repairs or other work, but Customer acknowledges that there may be instances in which circumstances do not allow for Customer to receive notice in advance of Emergency Maintenance.

6.4 Service Levels. Routine Maintenance and any Emergency Maintenance that is required as a result of actions or omissions taken by a third party other than DATA, shall be excluded from the calculation of Services Levels, and DATA cannot be held liable for any losses sustained or allegedly sustained by Customer or its Authorized Users as a result of Routine Maintenance, or Emergency Maintenance not caused by DATA.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

7.1 Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER’S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT, DATA OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF DATA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS,

SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE CARRIER EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET, AND IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES PROVIDED HEREUNDER. IF CUSTOMER IS DISSATISFIED WITH THE SERVICES(S) OR WITH ANY TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES OF DATA IN OPERATING THE SERVICES(S), CUSTOMER' SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 4, ABOVE, AND DISCONTINUE USING THE SERVICE(S). REPAIR OR REPLACEMENT FOR CARRIER EQUIPMENT IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR ANY GOODS RECEIVED BY CUSTOMER UNDER THIS AGREEMENT.

7.2 Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.3, ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE(S), CARRIER EQUIPMENT, OR NETWORK. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DATA DOES NOT WARRANT THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, CARRIER EQUIPMENT, OR NETWORK WILL BE FREE OF HARMFUL COMPONENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. IN NO EVENT SHALL DATA, OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

7.3 Third Parties. DATA MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, CARRIER EQUIPMENT, OR NETWORK FOR USE BY THIRD PARTIES.

7.4 Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment. Such uses or activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from high risk activities. DATA shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer Provided Equipment; inability to obtain access to the Service Locations; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

8. MUTUAL INDEMNIFICATION

8.1 Customer Indemnification. Customer shall indemnify, save, hold harmless, and defend DATA and DATA's Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorneys' fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct Customer is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) the breach or alleged breach of this Agreement by Customer; (iii) any negligent or tortious act or omission to act of Customer; or (iv) any claim that the data content delivered by Customer via the Services provided by DATA under this Agreement constitutes an infringement of any Confidential Information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.

8.2 DATA Indemnification. DATA shall indemnify, save, hold harmless and defend Customer, as well as Customer's Indemnified Parties from and against any Claims threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to: (i) damages for bodily injury (including death) and damage to real and tangible personal property to the extent that such loss was proximately caused by any person for whose conduct DATA is responsible and which arises from the performance or receipt of work or Services hereunder; (ii) any negligent or tortious act or omission to act of DATA; or (iii) any Claim that alleges the Services, Network, or Carrier Equipment provided hereunder infringes any patent, trademark, copyright,

or trade secret, but not in circumstances where the claimed infringement arises out of or relates to: (a) Customer or its Authorized Users' data content, documents, or other information; (b) any modification(s) to the Services, Network, or Carrier Equipment by Customer or its Authorized Users, or other third parties employed by Customer, or the combination of the Services, Network, or Carrier Equipment with any services or products not supplied or provided by DATA; (c) DATA's adherence to Customer's or its Authorized Users' requirements; or (d) use of the Services, Network, or Carrier Equipment in violation of this Agreement.

9 CONFIDENTIAL INFORMATION; PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. This agreement and correlating exhibits are not considered confidential and therefore are subject to FOIA requests.

9.2 Remedies. Notwithstanding any other Section of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 9, including, but not limited to, injunctive relief.

9.3 DATA Monitoring and Control of Network Traffic. DATA has no obligation to monitor information or material on the Network or transmitted using the Service(s). Customer agrees that DATA has the right to monitor the Network, Service(s), and Carrier Equipment electronically from time to time solely to disclose any information as necessary to satisfy the law, regulation or other governmental request, to operate the Network or Services properly, or to protect itself or its users from service interruption or other inappropriate uses. The purpose of this Section 9.3 is to authorize DATA to monitor and review primarily technical information and other data transmitted on or over the Network to ensure that the Network operates properly and remains secure and free from harmful traffic. DATA shall have the right, but not the obligation, to monitor, examine, control, limit, or otherwise review any and all data using, on, or traveling across the Network to ensure Network integrity, security, and efficient operation. In this regard, DATA may examine, monitor, or control data packets and similar incomplete and/or encoded transport layer files, data streams, and transmissions for malicious, harmful, hazardous, or otherwise interfering components that may threaten or adversely affect the operation or security of the Network, Carrier Equipment, or Services. Customer shall be solely responsible for monitoring, controlling, reviewing, and examining the content of the data, documents, and information that it sends and receives using the Network, and for providing adequate encryption and other security measures to ensure the appropriate level of protection for such data, documents, and information.

10. PROHIBITED USE.

10.1 Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the Carrier Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person, whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Any and all use of the Network, Service(s), and Carrier Equipment by Customer shall be consistent with Section 5.10.

10.3 Violations. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, DATA shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of DATA, and then to notify Customer of the action that DATA has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

11. INSURANCE

11.1 General Coverage. Each Party shall maintain during the Initial Term or any Renewal Term commercial general liability insurance that covers its liability and obligations hereunder including property damage and personal injury.

11.2 Limits. The liability limits under the policies required by Section 11.1 shall be, at a minimum, one million (\$1,000,000) dollars per occurrence, with a combined single limit for bodily injury and property damage liability.

12 MISCELLANEOUS TERMS

12.1 Employee Conduct. DATA acknowledges Customer's obligations to comply with certain laws and regulations as well as the need for DATA's employees and subcontractors to comply with reasonable requests, standard rules, and regulations of Customer regarding personal and professional conduct generally applicable to such facilities. DATA shall provide Customer with reasonable assistance in ensuring DATA employees, subcontractors, and agents comply with (i) laws and regulations affecting Customer's facility and (ii) Customer's facility rules and regulations. DATA shall maintain written agreements with all of its employees, subcontractors, and agents involved during the course of this Agreement in any project under this Agreement, obligating such employees, subcontractors,

and agents upon terms and conditions no less restrictive than contained herein, not to use or disclose any confidential information, proprietary rights, or information learned or acquired during the course of such employment or engagement. DATA shall not employ or contract for services for the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote personnel reasonably skilled and experienced in the industry to perform any work required under this Agreement.

12.2 Governing Law; Jurisdiction. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. Venue of any action arising out of or related to this Agreement shall be proper in the 23rd Judicial Circuit of the State of Illinois or the United States District Court for the Northern District of Illinois.

12.3 Entire Agreement. This Agreement and its Exhibits constitute the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of DATA may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of DATA who has not been specifically authorized to make such modifications shall be binding upon DATA. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

12.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Customer may not assign this Agreement without the prior written consent of DATA. DATA may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent.

12.5 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions including without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers, unavailability of right-of-way, unavailability of services or materials upon which the Services rely, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided shall not be excused.

12.6 Import/Export Control. Customer, not DATA, is responsible for complying with import and export control laws, conventions, and regulations for all equipment, software, or technical information Customer may move or transmit between countries using the Services, whether authorized or unauthorized.

12.7 Headings; Severability. Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

12.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12.9 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

12.10 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

12.11 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

12.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

12.13 Remedies Not Exclusive. The remedies provided in this Agreement shall be in addition to all other remedies to which DATA may be entitled at law or in equity, including without limitation the right to recover unpaid amounts with interest at the applicable statutory judgment rate, but accruing from the date initially due.

12.14 Limitations. Any Customer claim or dispute arising out of this Agreement must be filed by Customer within two (2) years after the cause of action arises. Customer waives any statute of limitations to the contrary.

12.15 Definition of Terms. The definition of terms used in this agreement shall be as defined in Exhibit "C", attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Consortium Membership and Services Agreement to be executed and delivered as of the Effective Date written above.

Syndeo Networks, Inc.

By: _____

Name: Amit Patel

Title: CEO

Date: _____

Town of Cortland, Illinois

By: _____

Name: _____

Title: _____

Date: _____



DeKalb Advancement Technology Authority



DeKalb County's Fiber Optic Network
 320 Cardinal Drive, Suite 300 ♦ Saint Charles, IL 60175 ♦ Phone: 630-457-4218 ♦ Fax: 630-457-4240 ♦ www.dekalbcounty.org/DATA

EXHIBIT A - SERVICE ORDER

Customer: **Town of Cortland, IL**
 Contract Term: **January 1, 2025 through December 31, 2029**

Revised: **07/10/24**
 Pricing Expires: **08/09/24**

Service Location	Service Code	Service Description	DATA-Provided Equipment ¹	Discount	One-Time Cost ²	Monthly Cost ⁷	OR	Annual Cost ⁷
Cortland Town Hall, 59. S Somonauk Rd, Cortland IL.	DATA-CAI ³	DATA Membership for Non-Profit to be a Community Anchor Institution (CAI) 1G Transport to Internet Service Provider⁴ (ISP) & DATA Cloud	Fiber end switch & applicable optics		\$0.00	\$700.00 ⁷		\$8,400.00 ⁷
Cortland Town Hall, 59. S Somonauk Rd, Cortland IL.	DATA-EFS-1G ⁶	Add-on 1 Gbps Internet Service (Lit Service) Annual cost per service/connection Requires DATA Membership		100%	\$0.00	\$0.00 ⁷		\$0.00 ⁷
Cortland Public Works Dept. 250 S Halwood St, Cortland IL	DATA-MEF-1G-EL	Point to Point 1G ELAN (Lit Service)			\$0.00	\$150.00		\$1,800.00
Cortland Police Dept, 50 West Maple Avenue, Cortland, IL	DATA-MEF-1G-EL	Point to Point 1G ELAN (Lit Service)			\$0.00	\$150.00		\$1,800.00
Cortland Police Dept, 50 West Maple Avenue, Cortland, IL	DATA-MEF-1G-EL	Cortland Police connection to DeKalb County Public Safety Bldg. (1Gb e-line)			\$1,887.41	\$150.00		\$1,800.00
		TOTAL COSTS			\$1,887.41	\$1,150.00⁷		\$13,800.00

¹ DATA-Provided Equipment* see agreement sections 5.5 and 5.8
² One-Time Cost is the non-recurring charge to splice fiber to connect customer to the DATA Network
³ Full Membership (no deductions) is required to add-on dark fiber or lit services to connect to non-ISP entities.
⁴ Internet Service Provider (ISP) is contracted separately. Current choices on DATA are NIUNet or Syndeo Networks.
⁵ Local facility within the same legal entity & within the DATA network.
⁶ Full Membership (no deductions) is required to add-on DATA/SYNDEO partnered ISP Services
⁷ Customer may opt to pay monthly or annually.

User Requirements:

1. Allow facility access in a timely manner for equipment installations and required maintenance.
2. Provide adequate space, environmental control and power.
3. Provide a network interface point for DATA to connect into the customer network.
4. Provide all CAT6 patch cables.



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EXHIBIT B- ACCEPTABLE USE POLICY

1. Overview

This Acceptable Use Policy (the "Policy") is a guide to the acceptable use of DATA network facilities and Services, as defined herein and in the Consortium Membership and Services Agreement. Any Customer organization or individual connected to DATA's network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used. Each Customer organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy. In addition, each Customer is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this Policy govern all use of the Services, including any unsupervised anonymous network access offered by Customer. The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

- (1) Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
- (2) Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.

(3) Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.

(4) Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.

(5) The Services may not be used in ways that violate applicable laws or regulations.

(6) The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to DATA.

(7) Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.

(8) Users are prohibited from sending unsolicited advertising, whether commercial or informational in nature to addresses that have not specifically requested such material.

(9) Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.

(10) Consistent with the Consortium Membership and Services Agreement, Customer may not use the Services to offer for sale, lease, resell, or offer any services for which Customer is reimbursed by the provisioning entity without an appropriate resell agreement approved by DATA.

The intent of this Policy is to identify certain types of uses that are not appropriate, but this Policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, DATA may at any time make a determination that a particular use is not appropriate. DATA will not monitor or judge the content of information transmitted via the Services, but will investigate complaints or abusive data stream patterns of possible inappropriate use. In the course of investigating complaints, DATA staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy.

2. Remedial Action

When DATA learns of possible inappropriate use, DATA staff will notify the Customer responsible, who must take immediate remedial action and inform DATA of its action. DATA will assist the Customer in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Customer implements remedial action promptly, DATA will take no further action. If DATA is unable to contact the Customer, or if the Customer is unable to implement remedial action, DATA reserves the right to pursue remedial action independently. Wherever possible, DATA will pursue remedial action with the least impact to the overall service for the Customer. Should the situation be considered an emergency, and DATA deems it necessary to prevent further inappropriate activity, DATA may temporarily disconnect a Customer. An emergency is defined as serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks. If temporary disconnection is deemed necessary by DATA staff, every effort will be made to inform the Customer prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.



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Exhibit "C" Definitions

"Affiliate" means any entity that controls, is controlled by, is under common control with DATA. The term "control," including correlative meanings, such as "controlled by" or "controlling," means the power or authority to direct or cause the direction of the management or policies of the controlled entity or person through at least fifty percent (50%) ownership of voting securities, board or managerial authority, by contract, or otherwise.

"Agreement" means this Master Services Agreement and any appendices, exhibits, addenda, or amendments hereto.

"AUP" means Acceptable Use Policy. The AUP can be found in Exhibit B.

"Authorized User" means any individual employee of Customer, any contractor or other vendor of Customer over which Customer exercises control, or any other person providing services on behalf of Customer at each Service Location. The term "Authorized User" may include an employee of Customer who accesses the Services via a remote connection to a Service Location, but shall not include any other person or entity which accesses the Services Location remotely, whether from a remote location or using any internal Customer network to reach the Service Location.

"Carrier Equipment" means any and all equipment, wiring, or devices provided by DATA or its authorized contractors at the Service Location(s) that is/are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches,

channel service units, data service units, cabinets, and racks. Notwithstanding the above, internal cabling and/or wiring, whether or not installed by DATA, shall not be considered Carrier Equipment.

"Claims" means damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorneys' fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding)

"Confidential Information" means this Agreement and all documents, data, information, maps, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items, which are disclosed by one Party to the other Party in providing the Services specified herein. Notwithstanding the foregoing, the following information shall not constitute Confidential Information: (i) information that was in a Party's possession prior to disclosure from the other Party; (ii) information that is or becomes a matter of public knowledge or record through no fault of the Party to whom the information was disclose; (iii) information that is rightfully received by a Party from a third party without a duty of confidentiality; (iv) information that is disclosed by the disclosing Party to a third party without a duty of

confidentiality on the third party; and (v) information that can demonstrate that it was developed independently.

“**CPI**” means the Consumer Price Index – All Urban Consumers as reported by the U.S. Bureau of Labor Statistics.

“**Custom Installation**” Network, fiber, cable, or other plant that must be extended, built or upgraded in order to provide the ordered Services at the requested Service Location(s)

“**Custom Installation Fee**” The fee imposed on customer to cover the expenses of a custom installation.

“**Customer-Provided Equipment**” mean any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

“**Effective Date**” means the date upon which this Agreement becomes binding upon both parties, which date shall be the same as the date written above.

“**Indemnified Parties**” shall have the meaning prescribed in Section 8.1.

“**DATA**” or “**Syndeo**” used interchangeably, means Syndeo Networks, Inc.

“**Network**” A group of computers and other devices that use a set of common communication protocols over digital interconnections for the purpose of sharing resources located on or provided by the network nodes

“**Party**” means a reference to DATA or the Customer, and in the plural, a reference to both.

“**Renewal Term**” means the subsequent period of such duration as may be agreed by the parties following the expiration of the Term

“**Service**” means the service defined above, including but not limited to, data transport, call-center services, VoIP, IPTV and VM, NOC Monitoring Services, and/or broadband services including high speed data transport service that provides end-to-end transmission using Ethernet packet technology at transport speeds up to 1 Gbps.

“**Service Commencement Date**” means the date(s) on which DATA first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

“**Service Credit**” means an amount which will be credited towards the Charges payable by the Customer for the Service in accordance the Service Level Agreement

“**Service Interruption**” means a break in transmission that renders the Service unusable for transmission and reception, or other material non-conformity with a Service Level.

“**Service Order**” means a request for DATA to provide the Service(s) to Service Location(s) submitted by Customer and/or specified on Exhibit A.

“**Service Location(s)**” means the Customer location(s) where DATA provides the Service(s). Each Service Location shall be set forth on a Service Order.

“**Service Term**” means the duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

“**Space**” means portions of Customer’s facilities and real property for the placement and maintenance of Carrier Equipment and interconnecting such Carrier Equipment to DATA’s proprietary transport network for the purpose of providing the Service(s).

“**Termination Charges**” means charges that may be imposed by DATA if, prior to the end of the applicable Service Term (i) DATA terminates Services for cause or (ii) Customer terminates Services without cause. Termination Charges will be invoiced in accordance with Section 4.4.