



Service Agreement - Service Order (Chicago Southland Fiber Network)

Urbancom.net Fiber Operations, Inc.
5320 West 159th Street Suite 503
Oak Forest, IL 60452-3335
Phone: 708/687-2090
Fax: 708/687-8786
<http://csfn.urbancom.net>

Service Activation Date: 07/10/2025

Service Term: 60 Months

Customer Name: Village of Homewood - CSFN Fiber Internet

Install Address: 2020 Chestnut Rd

Billing Address: 2020 Chestnut Rd

Homewood, IL 60430

Phone & Fax: 708-206-3379

Homewood, IL 60430

Tech Contact: Rick Wachowski

Billing Contact: Rick Wachowski

Tech E-Mail: rwachowski@homewoodil.gov

Phone & Fax: 708-206-3379

Billing E-Mail: rwachowski@homewoodil.gov

Urbancom.net Fiber Operations, Inc. / CSFN Access Service:

Qty. Service

	Monthly Price	Extended Price
4 CSFN Ethernet Fiber Internet Gov/Edu Bandwidth (Monthly)	\$ 895.00	\$ 3,580.00
1 CSFN Ethernet Fiber Transport (Monthly)	\$ 0.00	\$ 0.00
1 CSFN Ethernet Fiber Transport (Monthly)	\$ 0.00	\$ 0.00
1 CSFN Ethernet Fiber Transport (Monthly)	\$ 0.00	\$ 0.00
1 CSFN Ethernet Fiber Transport (Monthly)	\$ 0.00	\$ 0.00

Equipment and Additional Services:

Qty. Service

Price Extended Tax

Service Addresses:

- Homewood Village Hall - 2020 Chestnut Rd, Homewood, IL 60430
- Homewood Fire Department - 17950 Dixie Hwy, Homewood, IL 60430
- Homewood Police Department - 17950 Dixie Hwy, Homewood, IL 60430
- Homewood Public Works - 17755 Ashland Ave, Homewood, IL 60430

Urbancom.net to provide connectivity and bandwidth with commercial internet service using the fiber network and Ciena Carrier Ethernet system to be installed at the customer premises on the CSFN network.

Internet Bandwidth speed 1 Gbps/1 Gbps.

Service of 1 Gbps/1 Gbps will be delivered to Homewood Fire Department, Homewood Police Department, Homewood Village Hall, & Homewood Public Works. 1 Gbps/1 Gbps transports between Homewood Fire Department, Homewood Police Department, Homewood Village Hall, & Homewood Public Works for redundancy.

Bandwidth may only be used at facility provisioned by CSFN and may not be resold or shared with other entities. Direct transit to other CSFN locations not included.

Single static IP provided per fiber location, additional blocks quoted based on completion of ARIN justification forms.

All construction and services subject to approval by Cook County.

Customer requires router/firewall at each location, not included in this quote.

Access Services \$ 3,580.00

Additional Services \$ 0.00

Total Initial Charge
Due At Signing \$ 3,580.00

MONTHLY CHARGE \$ 3,580.00 BILLING CYCLE: ☒ MONTHLY ☐ QUARTERLY ☐ ANNUAL

All prices subject to required local, state and federal taxes and mandated fees.

CUSTOMER

URBANCOM.NET FIBER OPERATIONS, INC.

I have read and agree to the terms of the attached Master Services Agreement. I have legal authority to enter into this Agreement, and guarantee payment for all amounts due under this Agreement and subsequent Service Orders that may be entered into.

Signature: _____

Signature: _____

Printed Name: Edmund G. Urban III
Title: President

Printed Name: _____

Date: 7/2/25

Date: _____

URBANCOM.NET FIBER OPERATIONS, INC. – CHICAGO SOUTHLAND FIBER NETWORK - MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "Agreement") is entered into between Urbancom.net Fiber Operations, Inc. hereinafter ("Provider") or ("URBANCOM.NET") and Customer identified on Service Order, hereinafter ("Customer" or "you").

Recitals

WHEREAS, Provider operates a fiber optic network pursuant to an IRU with Chicago Southland Fiber Network, NFP (hereinafter "Designee") through which Provider is granted the right to sell certain telecommunications services and related non-telecommunications services, including internet access, transport and dark fiber; and

WHEREAS, Customer desires to purchase, and Provider is willing to sell, certain telecommunications services, including internet access, transport or dark fiber, as described more fully in this Agreement and in corresponding Service Orders; and

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I - DEFINITIONS

1.1 The following capitalized terms shall have the following meanings:

Affiliate(s): With respect to either Party, any entity controlled by, in control of, or under common control with such Party.

Authorizations: All applicable governmental and regulatory approvals, permits, authorizations, orders and/or consents required to provide the Services.

Customer Equipment: Any equipment owned, leased, provided and/or installed by Customer on the Customer side of the Point of Demarcation.

End/User: A user to whom Customer will provide telecommunications services utilizing, in part, the Services delivered by Provider to Customer under this Agreement.

Force Majeure Event: A cause beyond the reasonable control of the Party whose performance is interrupted, limited, delayed or prevented, including but not limited to, acts of God, fire, explosion, underground construction damage by third parties, terrorism or terrorist event, vandalism or other similar catastrophes, accidents, pole hits, failure of a utility company to complete make-ready, material shortage or unavailability not resulting from the responsible party's failure to timely place orders, any law, order, regulation, direction, action, inaction or request of any governmental authority or agency, including, without limitation, state, local and municipal governments having jurisdiction over the Parties, national emergencies, insurrections, riots, wars or labor strikes.

Monthly Recurring Charges or "MRC": A recurring charge for Services, as set forth in a Service Order, which is invoiced and due on a monthly basis. Alternatively, a Service Order may specify recurring charges that are paid quarterly or annually.

Non-Recurring Charges or "NRC": A one-time charge, as set forth in a Service Order, for construction, installation and/or provisioning of Services.

Off-Net Services: Services provided by a third party, or services not originating on Provider's network.

On-Net Services: Services to a location(s) served by the Provider Network, which are provided entirely by Provider.

Point of Demarcation or "DMARC": The point of interconnection between Provider's communication facilities and terminal equipment, protective apparatus or wiring at Customer's premises, which delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end.

Provider Equipment: The telecommunications equipment owned, leased or otherwise operated by Provider under an IRU with its Designee necessary to provide the Service.

Provider Network: Provider's fiber optic cable network and associated optical/electronic equipment used to deliver services to its customers.

Service: Any service provided by Provider to Customer under this Agreement.

Service Order: Provider's standard service order form, which will be utilized by the Parties to reflect the specific Services ordered by Customer and accepted by Provider. A Service Order shall be deemed incorporated herein at the time it is fully executed by both Parties.

Service Outage: A complete disruption of Service or material degradation of Service below the minimum performance standards applicable to this Agreement, such that Customer is unable to utilize the Service for its intended purpose as contemplated hereunder.

Technical Specifications: The minimum performance specifications applicable to each Service; the applicable technical specifications for telecommunications services are set forth in Service Level Agreements, which can be found posted online at www.urbancom.net

Underlying Rights: Any and all underlying agreements between Provider and owners of real or personal property, grantors of indefeasible rights of use (IRU), rights-of-way and other licenses with respect to all or any portion of the Provider Network and associated property or assets, including, without limitation, conduit and pole attachment agreements, easements, leases, franchises and other agreements necessary to construct, install, maintain, operate and repair the Provider Network and other equipment and appurtenances thereto.

Underlying Service Provider: Any Underlying Rights provider or other third-party provider of services to Provider, which are used in whole or in part to provide the Service hereunder.

ARTICLE II – SCOPE & TERM

2.1 PROVIDER shall provide Customer the services ordered in the Service Order and accepted by Provider in accordance with the provisions set forth in the order and herein. An agreement in its entirety for services and/or dark fiber, consists of one or more Service Orders and a Master Services Agreement. Incorporated into the Master Services Agreement, by reference, are the Provider's General Terms and Conditions, any applicable Service Specific Terms and Conditions, Service Specific SLAs (Service Level Agreements), and Acceptable Use Policy (if applicable), all of which are all posted online at the Provider's website

2.2 This agreement shall commence on the Effective Date and shall continue for the term of the service ordered on the Service Order and be extended to the term of any subsequent Service Orders. The billing date shall commence on the date the service is activated (the "Service Commencement Date") which shall be listed on the Service Order and the agreement shall continue for a term ending at the end of the Service Term set forth on the Service Order as calculated from the Service Commencement Date. At the end of the term this agreement shall automatically renew for like successive terms unless terminated by sending written notice to the other party no less than 30 days nor greater than 90 days prior to the end of the initial contract term or any subsequent renewal thereof. For this notice the notice date shall be calculated from the Effective Date of the service order, rather than the actual Service Commencement Date. Any subsequent Service Order shall extend the term of the Master Services Agreement and all other service orders to the end of the term of the last Service Order, or any subsequent renewals as provided in this paragraph. Customer acknowledges that circumstances beyond the control of PROVIDER may cause a delay in installation of service, in which case, the term of this Agreement shall commence on the date the service is actually activated.

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ARTICLE III – ORDER DELIVERY & ACCEPTANCE

- 3.1 Customer may submit requests for certain Services provided herein. Provider may, but shall not be obligated to, accept any such requests for Services. The specific Services to be provided to Customer hereunder shall be set forth in Service Orders. The Service Orders shall include a description of the Service, the duration for which the Service will be provided, the applicable pricing and any additional terms and conditions applicable to the Service. Service Orders will not become effective until they are signed by authorized representatives of both Parties. Upon full execution, Service Orders shall become part of this Agreement and shall be governed by the terms and conditions contained herein. Purchase orders issued by Customer shall not be deemed to amend, modify or supplement this Agreement or any Service Order issued hereunder and shall not be legally binding on Provider, unless agreed to otherwise in a writing signed by Provider.
- 3.2 Provider may require Customer to submit a credit application prior to accepting a Service Order. The credit check may result in a requirement for a security deposit equal to two (2) months of the applicable MRC. This deposit, and/or the requirement to submit a credit application, may be exercised or waived in Provider's sole discretion. In the event Customer does not maintain a timely payment history, Provider may require additional deposits and/or require the submission of a new credit application. Provided Customer has satisfied all payments, Provider will return any deposit paid to Provider by Customer at the end of the Service Term.
- 3.3 Upon installation of Service, Provider will deliver to Customer a written notice of such installation ("Connection Notice"), which may be e-mailed to Customer. If Customer fails to deliver written notice of acceptance within two (2) business days of Provider's delivery of the Connection Notice, Customer shall be deemed to have accepted the applicable Service. The acceptance date for a given Service shall be the earlier of 1) the date on which Customer delivers written notice of acceptance, 2) the date on which Customer begins to use the Service, other than for testing, or 3) the second (2nd) business day following Provider's delivery of the Connection Notice ("Acceptance Date"). The date upon which Monthly Recurring Charges shall begin to accrue for any Service (the "Service Commencement Date") shall be the Acceptance Date for such Service. Any failure on Customer's part to be ready to receive the Service, or any refusal on the part of Customer to receive the Service (unless such refusal is based on the failure of the Service to comply with applicable Technical Specifications), shall not relieve Customer of its obligation to pay charges (including, without limitation, any MRCs and any NRCs) for any Service that Provider makes available to Customer pursuant to a Service Order. Provider shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Service Commencement Date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining any required permits and/or Underlying Rights, provided that Provider uses commercially reasonable efforts to secure such permits and/or Underlying Rights.
- 3.4 Customer shall pay the costs associated with any design changes requested by Customer subsequent to the execution of a Service Order. Any such design changes and the associated costs will be incorporated into a revised Service Order. Provider will invoice Customer for the associated costs upon execution of the revised Service Order. Payment for design changes must be received by Provider before commencement of any work associated with the design change. Examples of design changes include but are not limited to changes to the following 1) bandwidth; 2) Point(s) of Demarcation; 3) entrance diversity requirements; or 4) protection requirements.

ARTICLE IV - PAYMENTS, TAXES & OTHER FEES

- 4.1 Customer will be invoiced electronically on or after the Effective Date for NRC. Provider will invoice customer electronically in advance for the MRC's for each Service either monthly, quarterly or annually, as set forth in the Service Order in advance, for the next period's service.
- 4.2 All payments are due within 10 days after the date of such an invoice, but in no event shall be paid later than the start of the service period. Customer shall notify Provider within 30 days of an Invoice Date of any

dispute to any charge. Failure to notify Provider within thirty (30) days shall constitute waiver by Customer of any such dispute. The notice shall clearly specify the charge(s) being disputed and the reason for the dispute. Provider will review the disputed charges and reply to Customer within thirty (30) days of its receipt of such dispute notice with a decision regarding the dispute. If the dispute is resolved in favor of Provider, Customer shall immediately pay the disputed amount owed, including interest at the rate specified herein from the original due date. If Customer fails to pay any charge when due, including, but not limited to, installation charges or taxes, or if Customer fails to perform or observe any other material term or condition of this Agreement, or if Customer provides false or inaccurate information which is required for the provision of the service or is necessary to allow PROVIDER to bill Customer for the service, Customer shall be in default. PROVIDER may suspend or terminate the service to Customer under these conditions. Termination based on the above circumstances shall be deemed a Cancellation and Customer agrees that the Cancellation Charge shall apply. Any payment not received within fifteen (15) days of the invoice date will accrue interest at a rate of one and one half percent (1½ %) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments, PROVIDER may, upon written notice to Customer, modify the payment terms to require full payment before the provision of all services and PROVIDER Supplied Equipment or require other assurances to secure Customer's payment obligations hereunder. Customer shall pay all reasonable attorneys' fees or costs incurred by PROVIDER for collection or enforcement of the terms of this or other agreements between the parties of any amount due or for the enforcement of any term of this Agreement. Customer hereby authorizes the charge of any credit card on file for the payment of any charges.

- 4.3 Provider and Customer will cooperate to accommodate each other's electronic payment or invoicing requirements, if any. Unless otherwise agreed, Provider shall issue invoices electronically and Customer shall pay by ACH or company check.
- 4.4 All charges set forth in the Service Order(s) are exclusive of, and Customer shall be responsible for any applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, bypass, franchise and other taxes, fees, assessments or similar amounts in connection with the provision, sale or use of the Service furnished to Customer pursuant to this Agreement, excluding any taxes based upon Provider's net income. Customer shall also reimburse Provider for any fee, duty or surcharge assessed against Provider as a result of Customer's use of the Service (including, but not limited to, any universal service fund surcharge). Further, Customer shall pay any costs or fees arising from or in connection with an order; rule or regulation of any federal, state or local agency or court in connection with the Services, or as otherwise needed to recover amounts that Provider is required by government or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively. In the event that any newly-adopted law, regulation or judgment increases Provider's costs to provide the Services, Customer shall pay any such additional costs.
- 4.5 If Customer terminates this Agreement anytime after implementation, but before expiration, Customer will pay a lump sum equal to the charges of the remainder of the then-current term of the Agreement, unless PROVIDER agrees in writing to a lesser amount. The parties agree that this sum is liquidated damages rather than a penalty. Customer may terminate without penalty if PROVIDER notifies customer that due to technical reasons PROVIDER is not able to deliver service to customer. If Customer is terminated by PROVIDER for violation of the Acceptable Use Policy, Customer shall pay, immediately, a lump sum equal to the charges for the remainder of the then-current term of the Agreement.

ARTICLE V - INSTALLATION, MAINTENANCE AND REPAIR

- 5.1 Provider will install, maintain, repair, operate and control Provider Equipment. Unless specified otherwise in a Service Order, Provider

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- will have no obligation to install, maintain or repair Customer Equipment.
- 5.2 If Provider determines, in its sole discretion, that an emergency action is necessary to protect the Provider Network as a result of Customer's transmissions, Provider may block any such Customer transmissions that fail to meet generally accepted telecommunications industry standards. Provider will have no obligation to Customer for any claim, judgment or liability resulting from such blockage. Provider shall notify Customer within twenty-four (24) hours of the blockage. The Parties agree to mutually cooperate to resolve the underlying cause of the blocking, comply with generally accepted telecommunications industry standards and restore the transmission path with forty-eight (48) hours.
- 5.3 Provider will perform maintenance and repair functions on the Services within the Provider Network. Municipal customers shall reimburse Provider for the costs of any re-location of fiber within the municipality necessitated by any municipal public works projects in the Public Right of Way.
- 5.4 Scheduled maintenance or service functions performed by Provider on the Provider Network which will or could reasonably be expected to result in a Service Outage will be coordinated with Customer in accordance with the notice period herein. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which shall be included on the Service Orders, and Customer shall provide updated lists to Provider, as necessary.
- 5.5 Provider will endeavor to conduct maintenance that is reasonably expected to interrupt Service outside of regular business hours during the maintenance window of 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Provider. Provider will use commercially reasonable efforts to notify Customer of maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than two (2) business days prior to commencement of such maintenance activities. Notwithstanding the foregoing, Provider may perform emergency maintenance in its reasonable discretion, without prior notice to Customer, to preserve the overall integrity of the Provider Network. Provider will notify Customer as soon as reasonably practicable following such emergency maintenance activity. A Service Outage resulting from scheduled maintenance shall not result in a credit.
- 5.6 Access to Point of Demarcation. Customer at no cost to Provider, shall secure throughout the Service Term any easements, leases or other agreement necessary to allow Provider to use pathways into and in each building to the Point(s) of Demarcation. Such access rights shall grant to Provider the right, to ingress and egress, access to install, maintain, repair, replace and remove any and all equipment, cables or other devices Provider deems necessary to provide the Services. In the event that Customer's designated locations are not along public rights-of-way, and private property must be crossed, either aerially or underground, Customer shall ensure that Provider is granted an easement, at no cost to Provider, by either the property owner(s) or the owner's authorized agents, and Provider shall have no liability or obligation to Customer unless and until these are provided.
- 5.7 Customer Equipment and Safety. Unless specified otherwise in a Service Order, Customer shall, at its own expense, procure any Customer Equipment necessary to implement or receive Service. Customer shall ensure that all such Customer Equipment is consistent with and performs according to the Technical Specifications. Promptly upon notice from Provider, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or may cause as reasonably determined by Provider. Provider may, at its sole option, immediately suspend Service if any Customer Equipment does not comply with the provisions herein. No Service Outage shall be deemed to have occurred during any such suspension.
- 5.8 Customer Provided Facilities. Customer shall make available at no cost to Provider adequate space, AC power and HVAC for Provider Equipment. To the extent access is outside the control of Customer, Customer will be responsible for all costs associated with procuring rights needed to obtain entry to Customer's or Customer's End User premises and shall cooperate with Provider in securing adequate space, AC power and HVAC for Provider Equipment at no cost to Provider. Provider's employees or agents will comply with, reasonable End-Users' and/or Customer access and security rules and regulations provided in writing to Provide in advance. Provider shall not be liable, including the payment of credits, for any delays in performing or failures to perform hereunder to the extent that such delays or failures are caused by Customer's inability or failure to provide access as required hereunder.
- 5.9 Provider Access to Provider Equipment. The Provider, its employees, contractors and agents will have the right to access any Provider Equipment or facilities at a Customer or End User premises twenty- four (24) hours a day, seven (7) days a week. Provider shall provision the Services at the facilities in a timely, workmanlike, and professional manner, in accordance with industry standards.
- 5.10 No Modification of Provider Equipment. Customer shall not, nor permit others to alter, rearrange, disconnect, remove or attempt to repair or otherwise interfere with or change the Provider Network or Provider Equipment, except upon written consent of Provider, and Customer shall be liable for any and all damage and destruction caused thereby, as well as any and all costs and expenses incurred by Provider arising in connection therewith.
- 5.11 No Alternate Routing. Provider shall have no obligation to provide alternate routing with respect to any Service provided pursuant to this Agreement.
- 5.12 Inability to Obtain Authorizations and Underlying Rights. To the extent a Service Order requires Provider to complete construction, extend the Provider Network and/or obtain additional Authorizations and Underlying Rights, Customer shall use commercially reasonable efforts to assist Provider in obtaining such Authorizations and Underlying Rights as necessary to provide the Service. In the event that Provider is unable to obtain any necessary Authorizations and Underlying Rights without incurring additional costs, unless Customer agrees to bear the costs of obtaining such Authorizations and Underlying Rights, Provider may cancel the applicable Service Order and shall incur no liability to Customer hereunder. In the event that one or more Authorizations or Underlying Rights expires during the Service Term, Provider shall use commercially reasonable efforts to replace the same.
- 5.13 PROVIDER will make reasonable efforts to provide continuous, uninterrupted, expedient and error-free service to Customer. PROVIDER shall provide customer a service credit equal to 1½ times the pro-rated amount of the outage for any outage which exceeds thirty minutes, provided a request for such credit is made in writing within seven days of the outage. Under no circumstances shall PROVIDER be liable to Customer or any other person or entity for any special, incidental, consequential or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement services. In no event shall PROVIDER's liability exceed the pro-rata charges for the period of interruption.
- 5.14 PROVIDER reserves the right to deny service under this agreement to customer where customer has abused or violated any of the terms of service. PROVIDER shall have the exclusive right in its own discretion to limit, block or restrict users to certain TCP/IP or UDP ports on the system to prevent an adverse effect on other users, or the network, unless such limitation violates any FCC rules or regulations relating to Net neutrality.
- 5.15 Customer understands that the connection to the internet is an always-on connection to a public network and that unless a firewall is installed at the customer's location, the customer's computers could be accessible to unauthorized access. An approved firewall must be installed at customer location.
- 5.16 Provider will provide Customer with the following Service Level Agreement: For an Enterprise Customer the Enterprise SLA is 99.99% uptime, Network latency of < 40ms avg, packet loss of < .1%. If we do not meet the SLA you may request in writing, within 7 days a request for credit to your account of a pro-rated amount of 1 ½ times the daily rate for the period of any such outage. The SLA does not cover Acts of God or outages outside of the PROVIDER network or any Customer hardware.

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ARTICLE VI CUSTOMER RELATIONSHIP

- 6.1 URBANCOM.NET values each customer's business and respects our customers' right to privacy. Under state and federal law, you have a right, and URBANCOM.NET has a duty, to protect the confidentiality of your Customer Proprietary Network Information ("CPNI"). CPNI is information about the quantity, technical configuration, type, destination, location, usage, and billing of your service. URBANCOM.NET will not use or disclose your CPNI except as permitted or required by federal statute (47 U.S.C. § 222) and applicable FCC regulations (47 CFR §§ 64.2001 - 64.2009). We will use your CPNI only to provide URBANCOM.NET services to you or to suggest other URBANCOM.NET, or affiliated communications-related services tailored to your needs. These protections apply automatically, and you do not need to take any action in order to benefit from them.
- 6.2 As a URBANCOM.NET customer, you have the right to impose additional restrictions on URBANCOM.NET's use of your CPNI by "opting out." If you opt out, URBANCOM.NET cannot use your CPNI to market additional services to you. Opting out will not affect the provision of any service to which you already subscribe, but it may prevent you from receiving certain information about additional services from URBANCOM.NET. If we do not hear from you within 30 days after you first sign up for URBANCOM.NET service, we will assume you do not wish to opt out. However, you can choose to opt out at any time. Your decision whether or not to opt-out will remain in effect until you change it. In order to opt out, please notify URBANCOM.NET in writing at 5320 W 159th Street, Suite 503, Oak Forest, IL 60452 Attn: Customer Service CPNI OPT OUT, and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect your current Service.
- 6.3 Provider and Customer agree that Customer is served by at least one dedicated account representative and thereby qualifies for the Business Customer Exemption from the FCC's CPNI authentication requirements. Provider and Customer agree to be bound by the authentication regime in this paragraph. Specifically, Provider and Customer agree that Provider may provide Customer CPNI to representatives authorized by Customer as designated in applicable Service Orders in connection with Customer-initiated calls pertaining to the purchase of new and/or additional services, billing and collection, trouble reports, and other customer care issues.
- 6.4 If Customer representatives other than those designated by Customer in Service Orders contact Provider to request or modify information regarding Customer's account, Provider will not provide Customer CPNI unless Provider authenticates the caller. Such authentication may include requiring the caller to provide the correct billing or service address, billing or technical contact of record, valid invoice number, valid circuit number, or similar information that is not available to anyone other than the designated representative of Customer. If the caller cannot answer these questions correctly, Provider will not provide Customer CPNI to the caller, but will instead call the Customer back at the Customer's known telephone number to provide the requested information or mail the requested information to Customer's business address.
- 6.5 Inter-Carrier Lease. Provider and Customer agree that where Customer is a licensed carrier, this Agreement, to the extent it is subject to FCC regulation, is an inter-carrier agreement which is not subject to the filing requirements of section 211(a) of the Communications Act of 1934 (47 U.S.C. 211[a]) as implemented in 47 C.F.R. 43.51. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE.
- 6.6 PROVIDER MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE SERVICE, AND Customer UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT Customer's OWN RISK AND THAT IT IS Customer's RESPONSIBILITY TO SAFEGUARD Customer's DATA AND Customer's NETWORK. Customer agrees to indemnify and hold harmless Provider, the Chicago Southland Fiber Network, NFP, Cook County or its agents, Board of Education of Consolidated High School District 230, Urban Communications, Inc., Urbancom.net Fiber Operations, Inc. and all of their officers, board members, employees, agents and affiliates from any and all claims for damages which may arise from use of the network.
- 6.7 Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, actions by any Federal, State, Local or Municipal Government and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, PROVIDER does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. Customer shall indemnify and hold PROVIDER and all parties listed in Paragraph 6.6, their board members, directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service or any other actions of any third party on account of the use of the PROVIDER service or equipment. PROVIDER reserves the right to terminate the delivery of service if at any time in its sole determination that it has a lack of sufficient transmission facilities to provide the contracted service. PROVIDER shall not be responsible for damages, delays or failures in performance resulting from acts or occurrences beyond their reasonable control, 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 without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.
- 6.8 This Agreement is entered into in the State of Illinois. The parties agree that any dispute arising under this Agreement shall have its venue in Fifth Municipal District of Cook County, Illinois and any such dispute shall be governed by and construed in accordance with the laws of the State of Illinois.
- 6.9 PROVIDER may assign this Agreement without Customer's prior consent and all of PROVIDER'S rights, title, and interest herein shall inure to the benefit of such assignees, its successors and assigns. This Agreement shall not be assignable by Customer except with the written consent of PROVIDER. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.10 Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, PROVIDER may refer to Customer as its customer.
- 6.11 Any written notices to PROVIDER shall be sent via US Mail to Edmund G. Urban III, President, Urbancom.net Fiber Operations, Inc., 5320 West 159th Street, Oak Forest, Illinois 60452.
- 6.12 Customer shall not, without the prior written consent of PROVIDER, resell the services to any third parties or to allow third parties to use the network, except as incidental to the customer's own internal use without written consent of PROVIDER. Customer shall not extend the use or access of the network to any geographic location except as provided in the service order.
- 6.13 Customer agrees that it will use the service(s) only for lawful purposes and in accordance with this Agreement. PROVIDER'S network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. Customer will comply at all times with all applicable laws local, state, national, or international law and the Rules and Regulations, as updated by PROVIDER from time to time. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by PROVIDER to be inappropriate or improper such as bulk e-mail messages. The Rules and Regulations are incorporated herein and made a part hereof by this reference. PROVIDER may change the Rules and Regulations upon five (5) days notice to Customer, which notice may be provided by listing such new Rules and Regulations at

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the PROVIDER Web site csfn.urbancom.net/tos. Customer agrees to comply with such restrictions and, in the event of a failure to comply, Customer agrees to pay the financial penalties for any fraudulent activities in accordance with the Rules and Regulations.

ARTICLE VII - VOICE SERVICES & E911

- 7.1 For voice services, customer shall not resell or transfer the service or the device to another party without our prior written consent. You are prohibited from using the service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. Provider reserves the right to modify your service if Provider determines, in its sole and absolute discretion, that your use of the service or the Device is, or at any time was, inconsistent with normal small business usage patterns, or that you have at any time used the service or the Device for any of the activities mentioned above or similar activities.
- 7.2 **Registration of Physical Location Required for 911 service. For each phone line that you utilize with our Voice service, you must register the physical location where you will be using the service with that phone line. It is incumbent on you to confirm the accuracy of your physical address if you have any changes, additions or transfers of phone numbers. You are responsible to confirm your 911 address in our system by dialing 933 which will read back your phone number and currently registered 911 address. IF THAT IS NOT YOUR CURRENT LOCATION, CONTACT OUR OFFICE IMMEDIATELY TO MAKE ANY NECESSARY CHANGES TO YOUR 911 ADDRESS LOCATION.**

911 service will be unavailable during:

- (a) **Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the service, including 911 Dialing.
- (b) **Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service.** Service outages or suspensions or disconnections of service of your broadband connection will prevent all service, including 911 Dialing, from functioning.
- (c) **Other Service Outages.** If there is a service outage for any reason, such outage will prevent all service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the service to be able to use 911 Dialing or access emergency service personnel.

Agreed by Customer:

Name: _____

Title: _____

Date: _____

Agreed by Provider: _____

Name: Edmund G. Urban III, President

Date: _____

Reserved 01/23

CONFIDENTIALITY PROVISIONS ARE
INAPPLICABLE AND DISCLOSURE OF THIS
DOCUMENT IS PERMITTED IF REQUIRED BY
LAW.

- 7.3 **Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Urbancom nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless PROVIDER, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the

Addendum to Master Services Agreement

The following modifications amend the Master Services Agreement between Urbancom.net Fiber Operations, Inc. ("Provider") and the Village of Homewood ("Customer"). These provisions supersede any conflicting provisions in the Agreement.

1. Deposits and Prepayment

Section 3.2: Customer, as a municipal entity, shall not have to pay any deposits, prepayments, or advance charges inconsistent with applicable law.

2. Payment Terms

Section 4.1: All payment terms shall be governed by the Illinois Local Government Prompt Payment Act.

3. Limitation of Liability

Section 5.13: Provider's limitation of liability shall not apply to gross negligence, willful misconduct, or breach of confidentiality obligations.

4. Assignment

Section 6.9: Provider is prohibited from assigning this Agreement without the Customer's prior written consent.

5. Disclosure of Terms and Conditions

Section 6.10 is stricken. Any other references within the document prohibiting disclosure of this agreement to third parties are stricken.

Agreed:

Village of Homewood

By: _____

Date: _____

Urbancom.net Fiber Operations, Inc.

By:  _____

Date: 7/2/25