

**A RESOLUTION  
TO ENTER INTO A CONTRACT WITH  
FIRST COMMUNICATIONS FOR A CLOUD  
BASED PHONE SYSTEM**

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The Proposal from First Communications, in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved in substantially the form attached, subject to changes which may be made by the Village President and approved by the Village Attorney.

Section 2. The Village Administrator shall be and is hereby authorized to execute any and all documents related to EXHIBIT A on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.


Passed this 17<sup>th</sup> day of July, 2018 pursuant to a roll call vote as follows:

|                           | <b>AYES</b>   | <b>NAYES</b>  | <b>ABSENT</b> | <b>ABSTAIN</b> |
|---------------------------|---------------|---------------|---------------|----------------|
| Trustee Laura B. Andersen | <u>      </u> | <u>      </u> | <u>  X  </u>  | <u>      </u>  |
| Trustee Susan P. George   | <u>  X  </u>  | <u>      </u> | <u>      </u> | <u>      </u>  |
| Trustee Nick Girka        | <u>      </u> | <u>      </u> | <u>  X  </u>  | <u>      </u>  |
| Trustee Mike Millette     | <u>  X  </u>  | <u>      </u> | <u>      </u> | <u>      </u>  |
| Trustee Mike O'Dwyer      | <u>      </u> | <u>      </u> | <u>  X  </u>  | <u>      </u>  |
| Trustee Michael Tyrrell   | <u>  X  </u>  | <u>      </u> | <u>      </u> | <u>      </u>  |
| President Harry Blecker   | <u>  X  </u>  | <u>      </u> | <u>      </u> | <u>      </u>  |

**APPROVED** this 17<sup>th</sup> day of July, 2018

  
\_\_\_\_\_  
Harry Blecker, Village President

(SEAL)

ATTEST:   
\_\_\_\_\_  
Vanessa Quail, Village Clerk

In addition to the terms and conditions set forth below and in the Service Agreement, including charges applicable to providing the Cloud IP PBX Service(s) by First Communications, LLC ("First Communications"), the Ethernet and MPLS Conditions of Use ("T&Cs"), as well as any other applicable rates, tariffs and/or price guides posted on First Communications' website ([www.firstcomm.com](http://www.firstcomm.com)), as the same may be amended, modified or changed by First Communications at any time and from time to time, all of which are collectively referred to herein as the "Agreement", are applicable to the Cloud IP PBX Service(s) provided pursuant to this Agreement and are incorporated herein by reference as if fully set forth herein. Customer expressly agrees that any changes, including additions, deletions or replacement, to the Service(s) ordered hereunder (such as adding/deleting/replacing lines, equipment or licenses, increasing bandwidth or licenses, changing length of term) to the extent relating to, arising out of or connected with the original Service(s) type shall be governed by the Agreement, these Service Terms and other Terms and Conditions relating hereto, regardless of whether such Service(s) changes are documented on a separate, later signed Service Agreement or Amendment or otherwise changed in connection with provisioning of the Service(s) by First Communications. All other telecommunications and/or internet or data services provided by First Communications are subject to the individual terms and the First Communications' website Terms and Conditions applicable to such services. Customer authorizes First Communications to obtain any credit information and/or any customer proprietary information necessary to provision Services and to establish Customer's account, and hereby authorizes the release of such information by any and all third parties to First Communications.

1. **SERVICE OFFERING/CLOUD IP PBX**

1.1 Cloud IP PBX is a hosted voice over IP ("VoIP") service that requires Internet service, but does not include Internet service. Internet and/or other telecommunication services may be purchased in addition to the IP PBX Service or separately through another provider. Cloud IP PBX will provide Customers with access to a Web-based administrative portal to configure its telephony features and capabilities. Customer will also be able to access a Web portal to manage their individual feature settings. Optional readiness assessment and implementation services are also available. Cloud IP PBX and its Features described below (collectively, "Service" or "Cloud IP PBX Service") are not available for resale by Customer, or transfer to, or use by a third party other than Customer for its internal business purposes and are offered only to non-government commercial end user business customers. Cloud IP PBX Service is provided only to Customer locations within the U.S. 48 contiguous states and may not be available at every location. Customer is prohibited from extending Cloud IP PBX Service beyond the U.S. mainland.

1.2 The Call Recording Feature is an add on feature to Cloud IP PBX and, to the extent purchased by Customer, provides Customer with access to a Web-based administrative portal for Customer's use of third party call recording software with respect to calls that traverse the Cloud IP PBX platform.

1.3 The Call Center Feature is an add on feature to Cloud IP PBX and, to the extent purchased by Customer, provides Customer with access to a third party call center application for automatic call distribution/routing to a group of users.

1.4 The Contact Center Feature is an add on feature to Cloud IP PBX and, to the extent purchased by Customer, provides Customer with access to a third party contact center application for automatic call distribution/routing to a group of users, electronic transmissions, supervisory and administrative dashboards, data analytics and call recording.

1.5 Existing First Communications customers understand that the Cloud IP PBX Service offered under this Agreement is not subject to any other existing agreement that Customer may have with First Communications. Accordingly, any existing agreement that Customer may have or negotiated terms will not apply to this Agreement for Cloud IP PBX Service. This Agreement is subject to First Communications Terms and Conditions of Ethernet and MPLS Services, and Customer agrees that it shall be solely responsible for Managed Services Compliance and other terms and conditions as set forth therein.

2. **BILLING; FEES; CREDIT AND DEPOSIT REQUIREMENTS**

2.1 Billing for the Cloud IP PBX Service will begin when the Cloud IP PBX Service is made available to the Customer. Customer shall make timely payments to First Communications of all fees and charges invoiced to Customer during the term of this Agreement. Customer understands that the monthly recurring charges ("MRCs") may be in addition to other charges for services provided by First Communications and may include, but not be limited to, international calls, long distance charges, local features, directory assistance, overage charges or other surcharges and fees charged by First Communications, and shall be subject to applicable federal, state, local use, excise, sales, lease, or privilege taxes, duties or similar liabilities as further set forth within the applicable terms and conditions, tariff, and/or rate guides which can be found at [www.firstcomm.com](http://www.firstcomm.com). Customer may also be responsible for all charges related to the installation, shipping, change orders, expedite charges, maintenance or other non-recurring charges ("NRCs") not detailed herein. Specifically, First Communications reserves the right to charge Customer for additional cabling, special or additional installation work/service, including all labor, materials and other service relating to such cabling and/or additional work or service. Such NRCs will be in addition to the MRCs and related charges detailed in this Agreement. Installation and activation will occur at Customer's premises and charges therefore are billed as NRCs as identified in the Service Agreement. In the event that First



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Communications must ship any replacement equipment to Customer, Customer may be charged for the shipping costs. Such costs will vary based on the quantity of the equipment ordered and the destination.

First Communications reserves the option to review and adjust any and all pricing on or after the first anniversary of this Agreement upon not less than thirty (30) days written notice prior to the effective date of the price change.

2.2 Provision by First Communications of Cloud IP PBX Service pursuant to this Agreement is subject to a Customer credit check, and at its sole option upon written (including via e-mail) or verbal notice to Customer, First Communications may require a Customer deposit or other assurance of performance or financial wherewithal prior to initiation by First Communications of any work order for Service, or may promptly terminate this Agreement without liability to First Communications, including, without limitation, any termination by First Communications due to Customer's failure to provide the required deposit or other assurance of performance or financial wherewithal. Customer agrees that it must complete First Communications' Credit Application to commence the required credit check and failure to do so will be deemed to be a breach of this Agreement.

2.3 In the event Customer terminates this Agreement prior to the end of the term (including any renewal term), Customer may be subject to Early Termination Fees as described in the applicable terms and conditions. If Customer elects to cancel the Service prior to the date any Service hereunder is first made available to Customer, Customer will be responsible for any cancellation charges or other costs First Communications incurs in connection with the provision of Service hereunder, plus First Communications' then current cancellation fee (collectively, "Order Cancellation Fees").

### 3. CUSTOMER-OBTAINED FACILITIES; RESPONSIBILITIES

Except as otherwise expressly stated herein, Customer is responsible for obtaining, installing, configuring and maintaining all equipment, including, but not limited to, routers, switches, firewalls, software, cat 5 or equivalent cabling, wiring, power sources, telephone connections and/or communications services ("Facilities") necessary for inter-connection with First Communications' network or otherwise for use in conjunction with Cloud IP PBX Service at each of Customer's locations covered under this Agreement. Customer is responsible for ensuring that such Facilities are compatible with First Communications' requirements, including being certified by First Communications for use with Cloud IP PBX Service, and that they continue to be compatible with subsequent revision levels of First Communications provided equipment, software, and services. In addition, Customer is responsible for taking all proper actions as necessary for any required disconnection of previous service with a third party. Customer is responsible for operation and configuration of its computer(s) and LAN/WAN, including, without limitation, establishing, maintaining and securing any passwords in connection with the Cloud IP PBX Service and/or equipment. Customer agrees that it shall not use passwords consisting of default passwords or passwords consisting of names or repeating or consecutive numbers or letters in conjunction with any First Communications Service or any equipment, and in any event, Customer is solely liable and responsible for, and shall indemnify, defend and hold harmless First Communications with respect to, all security, fraud or related issues in connection with passwords relating to voicemail, portals, databases, computers, other equipment, software, or otherwise. If Customer connects any Facilities to Cloud IP PBX Service that Customer reasonably should know may not be compatible with Cloud IP PBX Service, Customer is solely responsible for any effects that arise from that connection on the Cloud IP PBX Service equipment or software or any other services provided by First Communications. Customer and/or any of its third-party representatives or agents waive any claims against First Communications relating to the performance of Cloud IP PBX Service. Customer represents and warrants that it is the end user business customer and shall not resell the Services and agrees to defend, indemnify and hold harmless First Communications with respect to any breach of this representation and/or any such third-party claim.

First Communications is not responsible for the installation, operation, maintenance, compatibility or performance of any Customer premise equipment or Facilities. If Customer connects incompatible equipment to the Service, First Communications makes no commitments regarding the delivery or performance of the Service. If third party hardware or software impairs operation of the Service, Customer remains liable for payment of all charges and fees for the Service, and, if third party equipment is likely to cause a hazard or Service interruption or obstruction, Customer will eliminate such likelihood at First Communications' request. First Communications shall not be liable or responsible for any Customer or third-party equipment and hereby disclaims any and all such liability.

Customer shall assign a Project Manager as a primary point of contact for First Communications who shall meet with and be available for consultation with First Communications as necessary for implementation/installation, including without limitation, mandatory meeting participation with a First Communications' Project Manager prior to any installation and/or implementation of selected Features. The Project Manager must work with First Communications' personnel including engineering as required by First Communications in order to plan, establish and finalize call flow, as applicable, and shall complete and submit a final call flow plan to First Communications. Failure of Customer to adhere to the foregoing requirements and responsibilities may result in delays and unnecessary costs to Customer.



**4. LOCAL NUMBER PORTABILITY**

4.1 Where applicable, First Communications shall only provide Customer with the dedicated DIDs ordered by Customer and accepted by First Communications. First Communications will exercise commercially reasonable efforts to gain access to phone number quantities as specified for each geographic location by the Customer, but First Communications does not guarantee phone number availability for each geographic location. First Communications shall make all decisions regarding expansion of its Services to new geographic locations. First Communications may, upon ten (10) days prior written notice, reclaim any DIDs provided by First Communications to Customer hereunder that have not been used by Customer in connection with any Cloud IP PBX in the 120-day period immediately preceding such notice. No refunds shall be made to Customer regarding reclaimed DIDs. First Communications may revoke the unused DIDs, in First Communications' sole discretion.

4.2 First Communications will exercise commercially reasonable efforts to "port" the Customer's phone numbers, subject to applicable legal restrictions (if any). First Communications does not guarantee a specific time interval for any porting activities. Upon termination or expiration of the Service, First Communications may, at its sole discretion, process Customer's LNP requests to Customer's new service provider, if such new service provider is able to accept such phone number.

**5. CALL ORIENTATION INFORMATION/CALL JURISDICTION**

5.1 Customer acknowledges that First Communications classifies local and long distance calls to determine appropriate call jurisdiction (i.e., local or interstate). First Communications bases this classification on the information in First Communications' systems identifying each call's originating location. Accurate information regarding the origination point of calls is necessary to make the appropriate call jurisdiction, and therefore it is a material condition of this Agreement that Customer provide First Communications with accurate information reflecting its calls' originating location. Customer shall defend, indemnify and hold First Communications harmless with respect to any third-party claims arising out of Customer's delivery of call origination information to First Communications or to such third parties.

5.2 For all unlimited long distance and local service offerings ("Unlimited Services"), unlimited service applies only to calls or use made within the continental United States and Canada. Calls to Alaska, Hawaii and all non-Canadian international calls are subject to additional charges. Unlimited Services are provided solely for live dialogue between two or more individuals and may be used only for reasonable internal commercial use consistent with the types and levels of usage by typical First Communications customers. "Typical" refers to the calling or other use patterns and/or average volume of at least 95% of First Communications' business customers using such Service for internal commercial use and does not represent typical usage by unique organizations such as call centers, resellers, fax messaging services, telemarketers, or for use without live dialog such as transcription services, intercom or monitoring services. Use of Unlimited Services beyond reasonable, typical use shall be deemed abusive and is prohibited. First Communications presumes that certain usage, dialing, or calling patterns indicate that Customer is not using the Service for Customer's own reasonable internal commercial use. First Communications may monitor and review usage with respect to Unlimited Services to ensure compliance with typical commercial use policies. Customer agrees that First Communications in its sole discretion shall determine if use of any Unlimited Services is abusive, and in such case, Customer agrees to pay a per minute or other applicable overage fee for use in excess of typical levels at the applicable current rate established by First Communications. In addition, First Communications reserves the right to move Customer to an alternate service, offering service or plan or to suspend, terminate or restrict Services immediately in the event First Communications reasonably believes that Customer is engaging in prohibited or abusive activity hereunder. If Customer believes that First Communications is in error as to its determination of prohibited or abusive use by Customer, Customer may contact customer service, and depending on the circumstances, First Communications may reactivate Service; provided, however, if the usage, dialing or calling patterns that First Communications deems to indicate prohibited or abusive use continue, First Communications reserves the right to again modify, suspend, terminate or restrict the Services immediately with no ability of Customer to reactive the Service.

**6. FIELD SERVICES**

In addition to any applicable monthly-recurring charges, if Customer requires any moves, add-ons, deletions, changes, or maintenance (except maintenance to the extent directly caused by the negligence of First Communications), after installation and/or activation, as described in Section 2.1, of the Cloud IP PBX and/or its Features, and a field service representative is dispatched, Customer will be billed at a four (4) hour minimum with each additional period of time billed in one (1) hour increments, at the following Rates.

| Field Services | Standard Hourly Rate | After Hour Rate | Expedited Hourly Rate |
|----------------|----------------------|-----------------|-----------------------|
| 4 hour minimum | \$150 per hour       | \$250 per hour  | \$250 per hour        |

6.1 **Rates.** All scheduled Field Services will require a four (4) hour minimum charge at the rates indicated above with each additional time period billed in one (1) hour increments and subject to the following conditions. All Field Service Appointments will be scheduled with a four (4) hour arrival window with Customer's Point of Contact ("POC"). If Customer cancels or changes any



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Field Service Appointment less than forty-eight (48) hours prior to the Field Service Appointment, Customer will be charged a \$150 appointment cancellation fee.

6.1.1 Standard Hourly Rate. Customer may schedule Field Services during normal business hours of 8 a.m. to 5 p.m. Monday thru Friday ("Normal Business Hours") and must provide First Communications with at least forty-eight (48) hour notice in order to schedule the Field Services. All Field Services scheduled during Normal Business Hours will be charged the Standard Hourly Rate. In the event a Field Service Appointment extends beyond Normal Business Hours, Customer will be charged the After Hours Rate for any time period beyond Normal Business Hours.

6.1.2 After Hours Rate. If Customer schedules Field Services outside of Normal Business Hours, Customer will be charged the After Hours Rate.

6.1.3 Expedited Hourly Rate. If Customer requires Field Services with less than forty-eight (48) hour notice, Customer may be charged the Expedited Hourly Rate, regardless of whether the Customer is scheduling during or after Normal Business Hours.

6.1.4 Additional Fees. If Customer requires any moves, add-ons, deletions, changes or any other type of maintenance after installation of the Cloud IP PBX and/or its Features, a field service representative will be dispatched and will be billed at prices described above based on a four (4) hour minimum with each additional period of time billed in one (1) hour increments.

### 6.2 Responsibilities.

6.2.1 First Communications will endeavor to schedule a four (4) hour arrival window with Customer's POC no later than two (2) business days from the date of scheduled arrival at Customer's site. If First Communications determines that the Field Services cannot be performed successfully, a failure report describing the reason(s) for the failure will be provided to Customer's representative at the affected site. First Communications is not responsible for any failures that are not within the direct control and responsibility of First Communications in accordance with the applicable terms of Service.

6.2.2 First Communications will break down any boxes for the equipment installed by First Communications and generally clean up wire, plastic, paper or any other trash created by First Communications as a result of any Field Services. First Communications will dispose of all debris into Customer's dumpster or other Customer provided trash receptacle, if provided.

6.2.3 First Communications will not be responsible for any work stoppages that occur as a result of waiting for Customer call-backs, releases, or other activities of a similar nature. First Communications will not be responsible for data backup, loss, or retrieval associated with performance of Field Services.

6.2.4 Customer must provide access to the premise(s) necessary to complete the Field Services. Any delay due to inaccessibility to required areas or connections will count against the time required to perform Field Services. Customer must provide all necessary premise and equipment preparation, unless otherwise mutually and expressly agreed to in writing, prior to First Communications' performance of its required preparation and service activities. Any delay on-site due to lack of preparation will be considered out of scope and subject to additional charges, which may be charged at the Expedited Hourly Rate set forth above.

### 7. SERVICE DISCLAIMER

First Communications is not responsible and disclaims all liabilities for conditions or equipment that may affect Cloud IP PBX Service, including, without limitation, the following, and Customer shall indemnify, defend and hold harmless First Communications from any claims, damages, costs, expenses, or losses of any nature whatsoever (including of third parties) relating to or arising out of the following conditions:

7.1 Failure or poor performance of Customer's Domain Name Service ("DNS Server") and/or local area network ("LAN") upon which Cloud IP PBX Service relies. Network-related outages also may occur, and service restoration intervals may vary from those associated with traditional telecommunications service.

7.2 Failure or poor performance of Customer's Internet access service and/or routers, switches, or other Customer equipment not provided by First Communications, with effects including, but not limited to, loss of circuit connectivity, high jitter, latency, or packet loss.

7.3 Customer's establishment and maintenance of, or failure to establish and maintain, secure passwords in connection with Cloud IP PBX Service.

- 7.4 Communications from analog modems may have protocol interaction issues when used over Cloud IP PBX Service technology (due to their handshake and error-checking rules) and cannot be assured of the same quality as other communications.
- 7.5 Modems may not be used on Cloud IP PBX Service except with Codec G.711 without silence suppression.
- 7.6 Fax transmission is highly dependent on Customer's facsimile device, its ability to disable error correction, and other factors.
- 7.7 Alarm lines (whether or not they use modems) are wholly unsupported on Cloud IP PBX (with respect to both service and wiring, without limitation). Specifically, Customer understands and agrees that if Customer is switching any landline telecommunication service, including but not limited to, Plain Old Telephone Service (POTS), any alarm lines, fire suppression, elevator phones, or any other safety and/or security service that must be provided over a landline, such systems and not supported by and will not work with Cloud IP PBX Services.
- 7.8 All inside wiring and special construction.
- 7.9 Delays, outages or other failures attributable to Customer or any facilities, networks, technologies, equipment, infrastructure or software furnished by a third party including those ordered and/or billed by or through First Communications.
- 7.10 Mistaken, incomplete or insufficient information in Customer orders or supporting documentation.

## 8. **SERVICE RESTRICTIONS**

Customer understands that use of Cloud IP PBX Service is restricted in the following manner:

- 8.1 Customer shall not modify the First Communications installed configuration without the previous written consent of First Communications. Customer expressly acknowledges that First Communications may immediately suspend Customer's use of Cloud IP PBX Service if Customer violates the foregoing restriction.
- 8.2 Except as otherwise specifically agreed in writing between First Communications and Customer, Customer shall not utilize Cloud IP PBX Service in any (a) outbound call center environment, (b) contact center environment, or in connection with any such similar application.
- 8.3 Except as otherwise specifically agreed in writing between First Communications and Customer, Customer shall not use Cloud IP PBX Service for telemarketing, fax broadcasting, fax blasting, or continuous or extensive call forwarding or conferencing, regardless of any features provided with the Cloud IP PBX Service.
- 8.4 Customer shall not represent to First Communications multiple remote locations (i.e., locations remote to or residing behind Customer's hub location) as a single site during the design and provisioning process.
- 8.5 Except as otherwise specifically agreed in writing between First Communications and Customer, Customer shall not utilize auto-dialers or any similar type of device in connection with Cloud IP PBX Service.
- 8.6 Customer shall not, directly or indirectly, sublicense, resell, rent, lease, distribute, or otherwise transfer rights or usage of the Cloud IP PBX Service or any component thereof, software, license, portal or equipment used to operate any such Service including Features for any purpose, including any outsourcing, application service provider, timesharing or service bureau purposes or arrangement.
- 8.7 Notwithstanding anything to the contrary set forth in the Agreement or otherwise including any configuration at Customer's site location, Customer shall not use Cloud IP PBX to support any alarm lines, fire suppression systems or equipment, elevator alarms or phones, or any other safety and/or security service as such systems are wholly unsupported by and will not work with Cloud IP PBX service.
- 8.8 Customer shall not allow multiple Customer employee users to be assigned or use any single DID/DOD or seat license for a Cloud IP PBX Service for purposes other than primary line replacement application (i.e., multiple calls will not be placed/received at the same time on the same DID/DOD, or a user seat license will not be shared across multiple employee users). In addition to the remedies set forth herein and available at law, in the event Customer violates this restriction as reasonably determined by First Communications in its discretion, First Communications will retroactively charge Customer for all applicable fees for such multiple DID/DOD and seat license use.

8.9 Unlimited Services may not be used for resale or any wholesale use, conference calling (other than for conference services provided by us for typical internal commercial use), call forwarding, monitoring or transcription services, data transmissions, transmission of broadcasts, transmission of recorded material, auto, constant or iterative dialing, fax/voice blasts, other connections that do not consist of substantially uninterrupted live dialog between two individuals, or any other activity that would be inconsistent with normal and reasonable small business commercial usage.

**Customer expressly acknowledges and agrees that its use of Cloud IP PBX, including any and all Call or Contact Center Feature, shall comply with the Agreement and all laws and/or regulations applicable to the Cloud IP PBX Services and to its business and activities, including with respect to any telemarketing, collections, call recording, solicitation, sales, facsimile or other electronic communication, or similar application whether inbound, outbound or blended. Customer agrees that violation of the Agreement or any such applicable laws and/or regulations may result in the immediate suspension or termination of any or all Cloud IP PBX Service by Company, and Customer agrees to defend, indemnify and hold Company harmless with respect to any violation thereof. Customer further expressly acknowledges that any violation of the foregoing restrictions on its use of Cloud IP PBX and/or any of its Features or components thereof may result in the immediate suspension or termination of Cloud IP PBX Service and Customer agrees to defend, indemnify and hold First Communications harmless with respect to any such violation.**

#### **9. ADDITIONAL TERMS APPLICABLE FOR CALL RECORDING FEATURE**

The Call Recording Feature is available for Customer use, to the extent purchased as an add on feature by Customer, including as a component of the Contact Center Feature, subject to the following additional terms and conditions:

9.1 Applicable laws regarding notice, notification, and consent requirements for recording conversations vary from state to state. In addition, recorded media may be subject to privacy and other applicable laws depending on the nature of such media and Customer's business. Customer agrees that First Communications has no way of analyzing Customer's data, services or applications deployed in this environment, and Customer is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this Feature. Recorded media is the sole responsibility of Customer. First Communications expressly disclaims all liability with respect to Customer's recording and storage of telephone conversations, including, without limitation, the viability, integrity, security or state of recorded media. Customer hereby agrees to fully, finally, and forever release, discharge, hold harmless, and indemnify First Communications from and against any damages or liabilities of any kind related to Customers' recording of any telephone conversations using the Cloud IP PBX Service.

9.2 Customer understands and agrees that First Communications is not obligated to store Customer's call recordings and does so only as a convenience for Customer. Customer agrees that First Communications has no responsibility or liability whatsoever for the deletion or failure to store call recordings maintained or transmitted by the Cloud IP PBX Service. Recorded media as a component of the Contact Center Feature is generally accessible by Customer for 30 days after creation, and thereafter, is permanently deleted. Recorded media under the Call Recording Feature (other than for Contact Center application) is generally accessible by Customer for 365 days after creation, and thereafter, is permanently deleted. Customer hereby acknowledges and agrees to First Communications' policy for retention of recorded media.

#### **10. ADDITIONAL TERMS APPLICABLE FOR CALL CENTER OR CONTACT CENTER FEATURE**

Either of the Call Center Feature or Contact Center Feature is available for Customer use, to the extent purchased as an add on feature by Customer, subject to the following additional terms and conditions:

10.1 First Communications may at any time, in its sole discretion, restrict ports (SIP Trunks) or the amount of Customer's calls per second ("CPS"). Customer must comply with First Communications' restrictions with respect to Customer's CPS and ports (SIP Trunks). Customer understands and agrees that the Call Center Feature and Contact Center Feature are available only to non-governmental entities, and Customer represents and warrants that it is not a governmental entity to the extent applicable hereto.

10.2 Customer understands and agrees that the SIP DID Service provided with the Call Center Feature or Contact Center Feature is intended for use as an inbound-only service, and does not directly support outbound calling capability, including but not limited to 911 calls. Customer is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this Feature. First Communications expressly disclaims all liability with respect to Customer's call or contact center activities, including, without limitation, any data reporting, analysis or analytics or other capability managed by Customer, and Customer hereby agrees to fully, finally, and forever release, discharge, hold harmless, and indemnify First Communications from and against any damages or liabilities of any kind related to Customers' call or contact center activity using the Cloud IP PBX Service.

10.3 Customer understands and agrees that the Call Center Feature or Contact Center Feature provides local inbound-only connectivity from the PSTN together with enhanced functionality, including, but not limited to, conversion and delivery to Customer



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in an IP-based format. For regulatory purposes, First Communications treats all inbound services as local in nature, although there is no guarantee that such interpretation will be accepted by the relevant regulatory authority. In the event of any change in applicable law, regulation, decision, rule or order that finds that the connectivity associated with any inbound service is not eligible for regulatory treatment as a local service, First Communications reserves the right to modify the terms and conditions, from time to time and at any time with or without notice to you, as legally required, to be consistent with such regulatory ruling, decision or determination. In such case, for a period of 30 days after such modification by First Communications, Customer may terminate this SIP DID service without any termination liability (other than charges for the SIP DID service provided through the effective date of termination).

10.4 Upon provisioning of the Contact Center Feature by First Communications, Customer shall notify First Communications in writing within five days of completion if the Contact Center Feature is not provisioned according to First Communications' parameters for such Feature and such notice must include specific details and information regarding the portion of the Contact Center Feature that is not completed as required. If valid notice is delivered, First Communications shall re-perform such Contact Center Feature service to conform to its parameters, which shall be Customer's sole remedy. First Communications may charge Customer for re-performing any such Contact Center Feature services to the extent any non-conformance, incompatibility or other inoperability is attributable to Customer or information provided by Customer, Customer's site, equipment, facilities, or other occurrence beyond the reasonable control of First Communications.

### 11. FIRST COMMUNICATIONS 911/E911 SERVICES

First Communications is required by the Federal Communications Commission to route emergency 911 calls in conjunction with Interconnected VoIP service where such 911 calling is available. First Communications provides for both Basic 911 Service and Enhanced 911 Service. **911 emergency calling service laws may also apply to Customer and it is solely Customer's responsibility to understand and comply with such laws.**

11.1 **Basic 911 Service.** If Customer has Basic 911 Service and dials 9-1-1, the call is sent to the local emergency center serving that location. Operators answering the call will not have automatic access to the caller's call-back telephone number or the associated registered address, **even if that address has been properly registered**, because with Basic 911 Service, the emergency center is not equipped to receive, capture or retain the telephone number with the registered address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address if call-back and address information has not been provided by the caller.

11.2 **Enhanced 911 Service ("E911").** If Customer has E911 Service and dials 9-1-1, the call is sent to the appropriate public safety answering point ("PSAP") by dialing 9-1-1 with Automatic Number Identification ("ANI") and Automatic Location Identification displayed at the PSAP. The ANI may be the calling party number or the billing telephone number depending on Customer's configuration. Emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information. **Pursuant to FCC requirements, FIRST COMMUNICATIONS enables the routing of E911 calls only in locations where such E911 calling is available and only in the limited circumstances described below.** Customer's ability to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to Basic 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer's access circuit or local gateway fails.

11.3 **Customer Notice Requirements.** Customer represents and warrants that it will notify all of its Cloud IP PBX Service users (i) of the interaction and/or limitations of E-911 with Cloud IP PBX Service as set forth herein, (ii) what procedures such users must follow for registering a new location prior to moving an IP phone or soft-phone; and (iii) the effects of re-registration of user addresses on existing user office phones and E-911. Customer shall be solely responsible for any third-party claims and liability arising from Customer's failure to so notify its users.

PLEASE READ THE INFORMATION BELOW ABOUT 911/E911 DIALING CAREFULLY. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF FIRST COMMUNICATIONS 911/E911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E-911 CALLS. CUSTOMER ALSO HEREBY AGREES TO (A) PROVIDE FIRST COMMUNICATIONS WITH AN ACCURATE SERVICE ADDRESS, MEANING THE ACTUAL PHYSICAL LOCATION WHERE CUSTOMER WILL BE LOCATED AND (B) IMMEDIATELY UPDATE THE SERVICE ADDRESS IF CUSTOMER MOVES SERVICE TO ANOTHER LOCATION. FIRST COMMUNICATIONS RESERVES THE RIGHT TO TERMINATE CUSTOMER'S SERVICE IN THE EVENT CUSTOMER DOES NOT PROVIDE AND MAINTAIN AN ACCURATE SERVICE ADDRESS.





CUSTOMER ACKNOWLEDGES THAT FIRST COMMUNICATIONS HAS TOLD CUSTOMER THAT THE SERVICE DOES NOT SUPPORT TRADITIONAL WIRELINE 911. CUSTOMER AGREES TO ADVISE ALL INDIVIDUALS OF THIS LIMITATION WHO MAY HAVE OCCASION TO PLACE CALLS OVER THIS SERVICE FROM THE LOCATION AT WHICH CUSTOMER HAS INSTALLED IT. CUSTOMER ACKNOWLEDGES THAT FIRST COMMUNICATIONS DOES NOT OFFER PRIMARY LINE OR LIFELINE SERVICES, AND THAT FIRST COMMUNICATIONS STRONGLY RECOMMENDS THAT CUSTOMER ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES VIA A TRADITIONAL PHONE LINE OR A WIRELESS PHONE.

FIRST COMMUNICATIONS 911 SERVICE IS STATIC 911 AND THEREFORE IT IS LIMITED TO THE SPECIFIC TELEPHONE NUMBER AND OFFICE LOCATION. WHEN CUSTOMER DIALS 911 ON CUSTOMER'S PHONE UTILIZING FIRST COMMUNICATIONS' SERVICE, CUSTOMER'S CALL MAY BE ROUTED TO A DIFFERENT DISPATCHER THAN THAT USED FOR TRADITIONAL WIRELINE 911 DIALING. THE DISPATCHER WILL BE LOCATED AT EITHER A PUBLIC SAFETY ANSWERING POINT (PSAP) OR LOCAL OR REGIONAL EMERGENCY SERVICE PERSONNEL DESIGNATED FOR WIRELESS SERVICES FOR THE ADDRESS CUSTOMER LISTED AT THE TIME CUSTOMER REGISTERED FOR THE SERVICE OR OTHER BACK-UP EMERGENCY ANSWERING SERVICES. IN ADDITION, CUSTOMER'S FIRST COMMUNICATIONS 911 SERVICE HAS FEWER CAPABILITIES THAN TRADITIONAL WIRELINE 911 SERVICE AS FOLLOWS:

a. THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING FIRST COMMUNICATIONS 911/E911 CALLS MAY NOT ANSWER THE CALLS OUTSIDE OF NORMAL BUSINESS HOURS AND MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OF LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911/E911 CALL. THEREFORE, IF CUSTOMER DIALS 9-1-1 USING FIRST COMMUNICATIONS' SERVICE, CUSTOMER MUST IMMEDIATELY TELL THE DISPATCHER CUSTOMER'S LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). CUSTOMER MUST ALSO TAKE CARE NOT TO DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL CUSTOMER BACK. IF CUSTOMER IS UNABLE TO SPEAK AND DESCRIBE CUSTOMER'S LOCATION, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE THE CUSTOMER.

b. FIRST COMMUNICATIONS 911/E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S TELEPHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S FIRST COMMUNICATIONS SERVICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF CUSTOMER'S SERVICE BECAUSE OF BILLING ISSUES. IF THERE IS A POWER OUTAGE, CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE CUSTOMER'S FIRST COMMUNICATIONS SERVICE, INCLUDING FOR 911/E911 PURPOSES. FIRST COMMUNICATIONS CANNOT GUARANTEE THAT ALL PSAPS WILL MAINTAIN LINES TO ANSWER ALTERNATIVE 911/E911 SERVICES. IN THE EVENT THAT ANY PSAP SHALL PROVIDE REASONABLE NOTICE TO FIRST COMMUNICATIONS OF ITS DECISION AS OF A DATE CERTAIN TO DISCONTINUE LINES TO ANSWER 911/E911 CALLS, FIRST COMMUNICATIONS SHALL MAKE REASONABLE EFFORTS TO NOTIFY SERVICE USERS WITH REGISTERED SERVICE ADDRESSES WITHIN THE AREA SERVICED BY THE PSAP.

FOR TECHNICAL REASONS ASSOCIATED WITH THE POSSIBILITY OF NETWORK CONGESTION, WITH FIRST COMMUNICATIONS 911/E911 SERVICE THERE IS A GREATER POSSIBILITY THAT CUSTOMER'S 9-1-1 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER, AS COMPARED TO TRADITIONAL WIRELINE 911 CALLS.

IF CUSTOMER HAS CALL FORWARDING, LOCATE ME, DO NOT DISTURB, OR OTHER FEATURES PROGRAMMED AND IN USE AT THE TIME CUSTOMER DIALS A 911/E911 CALL, AND CUSTOMER'S 911/E911 CALL IS INTERRUPTED, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO CALL CUSTOMER BACK AT THE PHONE FROM WHICH CUSTOMER DIALED THE CALL.

IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE CUSTOMER'S EQUIPMENT WILL BE LOCATED AT THE TIME CUSTOMER REGISTERS FOR THE SERVICE, 911/E911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

FIRST COMMUNICATIONS 911/E911 WILL NOT FUNCTION CORRECTLY IF CUSTOMER MOVES CUSTOMER'S EQUIPMENT TO A LOCATION OTHER THAN THAT PROVIDED WHEN CUSTOMER REGISTERED FOR THE SERVICE.



**CLOUD IP PBX SERVICE TERMS**

IN SUCH EVENT, IN ORDER TO HAVE 911 CALLING ROUTED CORRECTLY, CUSTOMER MUST UPDATE CUSTOMER'S SERVICE ADDRESS BY CONTACTING THE BUSINESS CUSTOMER SERVICE DEPARTMENT TOLL-FREE AT (877) 274-6277. UNTIL CUSTOMER HAS UPDATED CUSTOMER'S SERVICE ADDRESS AND ALLOTTED THE SUFFICIENT, ADVISED TIME FOR THE SERVICE ADDRESS UPDATE PROVISIONING TO COMPLETE, FIRST COMMUNICATIONS RECOMMENDS THAT CUSTOMER USES ALTERNATIVE MEANS OF ACCESSING 911/E911.

IN THE EVENT THAT CUSTOMER INTENDS TO USE FIRST COMMUNICATIONS 911/E911 SERVICE IN MULTIPLE LOCATIONS, AT LEAST ONE TELEPHONE NUMBER WILL BE REQUIRED FOR EACH LOCATION. CUSTOMER ACKNOWLEDGES AND AGREES TO THIS LIMITATION AND AGREES THAT CUSTOMER WILL OBTAIN AT LEAST ONE TELEPHONE NUMBER FOR EACH LOCATION ASSOCIATED WITH FIRST COMMUNICATIONS 911/E911 SERVICE.


CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT FIRST COMMUNICATIONS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911/E911 USING CUSTOMER'S SERVICE OR TO ACCESS EMERGENCY SERVICE PERSONNEL OR BE LOCATED BY SUCH PERSONNEL DUE TO THE FIRST COMMUNICATIONS 911/E911 CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS DOCUMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS FIRST COMMUNICATIONS, ITS AFFILIATES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911/E911 DIALING.

FIRST COMMUNICATIONS UNDERSTANDS THAT CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO THE LIMITATIONS ASSOCIATED WITH THE BASIC 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH THE FIRST COMMUNICATIONS 911/E911 SERVICE.

**CUSTOMER SHOULD CAREFULLY REVIEW THE ETHERNET AND MPLS CONDITIONS OF USE AND ANY OTHER APPLICABLE TERMS AND CONDITIONS SET FORTH ON FIRST COMMUNICATIONS' WEBSITE FOR ADDITIONAL PROVISIONS APPLICABLE TO FIRST COMMUNICATIONS' PROVISION OF SERVICE HEREUNDER, INCLUDING, WITHOUT LIMITATION, POTENTIAL CHARGES OR FEES, CONDITIONS OF USE, BILLING AND PAYMENT PROCEDURES, 911/E911 SERVICES, INCLUDING SIP OVER MPLS 911 SERVICES, INDEMNIFICATION, WARRANTY DISCLAIMERS AND LIMITATIONS OF FIRST COMMUNICATIONS' LIABILITY.**

The undersigned hereby represent and warrant that they are duly authorized to execute this Agreement and have fully read and understand the terms and conditions of the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date set forth below.

**Customer:**  
By:   
Print: HARRY BLECKER  
Title: PRESIDENT  
Date: 7/17/18  
Email: HBLECKER@VILLAGEOFCAMPTONHILLS.ORG

**First Communications, LLC**  
By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Amendment

This is an amendment ("Amendment") to the new Service Agreement dated \_\_\_\_\_, 2018 by and between **First Communications, LLC** ("Company") and **Village of Campton Hills** ("Customer") located at 40W270 LaFox Rd., Suite B, Campton Hills, IL 60175. The effective date of this Amendment shall be the later of the dates signed by Customer and Company below.

This Amendment is in addition to the Agreement, RFQ #9707676529, and all terms incorporated in this Amendment are as defined in the Agreement. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Agreement as follows:

### Non-Auto-Renewal

This Agreement will not automatically renew. Once the initial term has been completed, the Cloud IP PBX Services may be provided on a month to month basis at Company's then prevailing rates, subject to the terms and conditions of the Agreement. If Customer terminates the Agreement during the month-to-month period, Customer will not be charged any Early Termination Fees and must provide the Company with a 60 day Disconnect Notice pursuant to the terms and conditions on Company's website at [www.firstcomm.com](http://www.firstcomm.com).

### Reduced Early Termination Fee

Parties agree that the Early Termination Fee shall be calculated as the average of the last 3 months usage, plus the ETF Rate of MRC for the Cloud IP PBX Services, as set forth below, times the number of months remaining in the current term, plus any waived installation fees and/or promotional credits. Customer must provide a 60 day Disconnect Notice as outlined in the applicable terms and conditions found at [www.firstcomm.com](http://www.firstcomm.com).

| <u>Months</u> | <u>ETF Rate of MRC</u> |
|---------------|------------------------|
| 0 to 12       | 100%                   |
| 13 to 24      | 75%                    |
| 25 to 36      | 50%                    |

### The following are changes to the CLOUD IP PBX SERVICE TERMS:

#### 1. SERVICE OFFERING/CLOUD IP PBX

Section 1.1 – delete "only to non-government commercial end user business customers."

#### 2. BILLING; FEES; CREDIT AND DEPOSIT REQUIREMENTS

Section 2.1 – delete the 2<sup>nd</sup> paragraph of this Section in its entirety.

Section 2.2 – delete "and at its sole option upon written (including via e-mail) or verbal notice to Customer, First Communications may require a Customer deposit or other assurance of performance or financial wherewithal prior to initiation by First Communications of any work order for Service, or may promptly terminate this Agreement without liability to First Communications, including, without limitation, any termination by First Communications due to Customer's failure to provide the required deposit or other assurance of performance or financial wherewithal. Customer agrees that it must complete First Communications' Credit Application to commence the required credit check and failure to do so will be deemed to be a breach of this Agreement."

### The following are changes to the Ethernet and MPLS Conditions of Use

Credit, Deposits and Overpayments – the 2<sup>nd</sup> Paragraph of this Section shall be deleted in its entirety.

Payment – The 2<sup>nd</sup> Sentence of this Section shall be replaced in its entirety with the following: "All invoices shall be paid in accordance with the Local Government Prompt Payment Act."

Late Payments and Payment Disputes – The 2<sup>nd</sup> Sentence of this Section shall be replaced in its entirety with the following: "All invoices shall be paid in accordance with the Local Government Prompt Payment Act."



# Amendment

Confidentiality of Information – The 1<sup>st</sup> Paragraph of this Section shall be replaced in its entirety with the following:

“Subject to the conditions set forth below and to the extent permitted by the Freedom of Information Act (“FOIA”) and other applicable federal and state laws, the Customer agrees not to disclose information that has been designated by First Communications as Confidential information (as defined herein) during the contract term and for a period of two (2) years thereafter, except to its employees, attorneys, accountants, or financial institutions (collectively, “Representatives”) on a strict need-to-know basis, and only after advising them of the contents of this Section. Confidential Information is defined as the terms and/or pricing associated with the Agreement. If any request is made under the FOIA for the production of documents or information in the possession of the Customer that has been previously designated as Confidential Information by the Company, then the Customer shall provide notice of the public records request to the Company. Within 5 business days, the Company must notify the Customer of the Company’s position regarding the release of the documents or information containing Confidential Information. In the event that the Company takes the position that requested documents or information should not be released under FOIA, the Company, at its sole cost and expense, shall apply for appropriate declaratory or injunctive relief to prevent the disclosure of the confidential document or information under FOIA. Absent the timely filing of a civil action or other similar action by the Company within ten (10) days of the public records request, the Customer will release requested information. First Communications and/or its Representatives will retain all ownership rights, including intellectual property rights, in their respective confidential and proprietary information, and Customer agrees to return all copies of such information including but not limited to the RaaS Playbook(s) to First Communications promptly upon its request at any time, provided if return is impossible as to any portion of the information then Customer will promptly certify to First Communications that all such information has been destroyed. While we use telecommunications provider industry-accepted technologies to safeguard your information, you are responsible for the security of your confidential or proprietary information, as we cannot guarantee its security regardless of the Services contracted and provided hereunder. No method of electronic storage or transmission over the internet is fail-safe or fully secure.”

Choice of Law Forum – This Section shall be replaced in its entirety with the following: “Where our Service terms and conditions are regulated by a state agency or the Federal Communications Commission (“FCC”), the regulations are available for your inspection. If there is any inconsistency between the Agreement and those regulations, those regulations shall govern and the Agreement shall survive and be deemed amended as necessary to conform to such regulations. To the extent the Agreement is not subject to FCC or state regulations, you agree that the laws of the State of Illinois govern the Agreement and the relationship between First Communications and you, without regard to conflict of laws principles. Each Party consents to personal jurisdiction and venue and waives any objection it may have based on inconvenient forum. **Notwithstanding anything set forth herein, each Party irrevocably waives any right to trial by jury in connection with any claim.**”

If there is any conflict between the terms and provisions of the Amendment and the terms and provisions of the Agreement or any prior addenda or amendments thereto, the terms and provisions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Agreement and any prior addenda or amendment thereto shall remain in full force and effect and be binding upon the parties in accordance with their terms.

The undersigned hereby represent and warrant that they are duly authorized to execute this Amendment and have fully read and understand the terms and conditions.

**First Communications, LLC**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Village of Campion Hills**  
Signature: *Harry Blecker*  
Printed Name: Harry Blecker  
Title: President



Amendment

Date: \_\_\_\_\_

Date: 7/17/18 \_\_\_\_\_

**Order Type : New**

Local Sales Code 1 : \_\_\_\_\_

Local Sales Code 2 : \_\_\_\_\_

**Customer Information**

Company Name : Village of Campton Hills

**Sales Executive Information**

Sales Executive : Patrick Cupp  
 Phone : 3126734105  
 E-Mail : pcupp@firstcomm.com

**Billing :**

Fed. Tax ID Number : 26-0195729

Federal Tax Exempt ID : \_\_\_\_\_

State Tax Exempt ID : E-9934-4831-03

Monthly Billing Preference : U.S. Mail

Existing Account Number if applicable : \_\_\_\_\_

Parent Account Number if applicable : \_\_\_\_\_

**Contract:**

Contract Term (yrs) : 3

40W270 LAFOX RD, Suite B, CAMPTON HILLS, IL 60175

| <b>Voice Services</b>                       |  | <b>Unit Price</b> | <b>QTY</b> | <b>Monthly</b>           |
|---|--|-------------------|------------|--------------------------|
| 20 DID Block up to 2                        |  | \$0.00            | 1          | \$0.00                   |
| Cloud IP PBX Basic Seat (License Only)      |  | \$12.95           | 15         | \$194.25                 |
| Cloud IP PBX Premium Seat (License Only)    |  | \$19.95           | 2          | \$39.90                  |
| Unlimited Local + Long Distance             |  | \$0.00            | 1          | \$0.00                   |
| Basic Fax to Email                          |  | \$7.95            | 1          | \$7.95                   |
| Basic Fax to Email                          |  | \$0.00            | 1          | \$0.00                   |
| <b>Managed Equipment</b>                    |  | <b>Unit Price</b> | <b>QTY</b> | <b>Monthly</b>           |
| Yealink T42S                                |  | \$3.00            | 15         | \$45.00                  |
| Yealink T46S                                |  | \$4.95            | 2          | \$9.90                   |
| <b>Installation Services</b>                |  | <b>Unit Price</b> | <b>QTY</b> | <b>One-Time</b>          |
| 20 DID Block Waive Install                  |  | \$0.00            | 1          | \$0.00                   |
| Phone & Feature Training - Onsite Training  |  | \$250.00          | 1          | \$250.00                 |
| Yealink Power Supply (For T42/46/48)        |  | \$0.00            | 17         | \$0.00                   |
| Configure Host PBX-Phone Prof Waive Install |  | \$0.00            | 1          | \$0.00                   |
| Portal Training Webinar Initial             |  | \$0.00            | 1          | \$0.00                   |
| <b>Site Total</b>                           |  | <b>Monthly</b>    | \$297.00   | <b>One-Time</b> \$250.00 |
| <b>Order Totals</b>                         |  | <b>Monthly</b>    | \$297.00   | <b>One-Time</b> \$250.00 |

**Contact Type 1 : Primary Customer Contact**

Name : TRACY JOHNSON  
 Title : ADMINISTRATION  
 Phone : 630-584-5700  
 Alt Phone : \_\_\_\_\_  
 E-Mail : TJOHNSON@VILLAGEOFCAMPTONHILLS.ORG

Access to Customer Management Portal : Yes  
 Preferred Login : tjohnson  
 Administer Customer Management Portal users : Yes  
 View/Pay Bills : Yes  
 View/Update Repair Tickets : Yes  
 Access Performance Management Portal : Basic View

**Contact Type 2 : Primary Customer Contact**

Name : RON SEARL  
 Title : VILLAGE ADMINISTRATOR  
 Phone : 630-584-5700  
 Alt Phone : \_\_\_\_\_  
 E-Mail : RSEARL@VILLAGEOFCAMPTONHILLS.ORG

Access to Customer Management Portal : Yes  
 Preferred Login : rsearl  
 Administer Customer Management Portal users : Yes  
 View/Pay Bills : Yes  
 View/Update Repair Tickets : Yes  
 Access Performance Management Portal : Basic View

**Contact Type 3 : Primary Customer Contact**

Name : Treasurer - currently open  
 Title : TREASURER  
 Phone : 630-584-5700  
 Alt Phone : \_\_\_\_\_  
 E-Mail : TREASURER@VILLAGEOFCAMPTONHILLS.ORG

Access to Customer Management Portal : Yes  
 Preferred Login : treasurer  
 Administer Customer Management Portal users : Yes  
 View/Pay Bills : Yes  
 View/Update Repair Tickets : Yes  
 Access Performance Management Portal : Basic View

**Contact Type 4 : Primary Customer Contact**

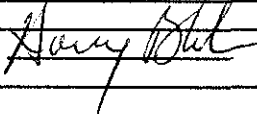
Name : \_\_\_\_\_  
 Title : \_\_\_\_\_  
 Phone : \_\_\_\_\_  
 Alt Phone : \_\_\_\_\_  
 E-Mail : \_\_\_\_\_

Access to Customer Management Portal : \_\_\_\_\_  
 Preferred Login : \_\_\_\_\_  
 Administer Customer Management Portal users : Yes  
 View/Pay Bills : Yes  
 View/Update Repair Tickets : Yes  
 Access Performance Management Portal : Basic View

By signing this Agreement, Customer is ordering the Service(s) set forth herein and agreeing to the following terms and conditions applicable to the specified Service(s), all of which are incorporated herein by reference as if fully set forth herein and which form an integral part of this Agreement: (i) applicable Service Terms; (ii) applicable Master Services Agreement (MSA), if any; (iii) applicable Service Level Agreement(s), if any; (iv) First Communications, LLC ("Company") Conditions of Use applicable to the Service(s) set forth herein, which can be found at [www.firstcomm.com](http://www.firstcomm.com) ("T&Cs"); and (v) any applicable tariff and/or rate guide, which may also be found at [www.firstcomm.com](http://www.firstcomm.com). Customer agrees to pay for all Services ordered or otherwise used, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, surcharges, and any other fees charged by Company, including those in the applicable tariff and/or rate guide. Customer acknowledges that, to the extent applicable, Customer has read the Service Terms, Service Level Agreement(s), T&Cs, and tariff and/or rate guide and agrees to be bound by all applicable terms and conditions pursuant to this Agreement. Customer authorizes Company to obtain any credit information and/or any customer proprietary network information (CPNI) necessary to provision Services and to establish Customer's account; and hereby also authorizes the release of such information by any and all third parties to Company. Customer understands that number and/or IP assignments are not guaranteed and this Agreement is not conditioned upon availability or provisioning of any such number/IP assignment. Customer has provided, and upon request will provide, Company with a valid Letter of Agency for all applicable Services ordered. The undersigned represents that he/she is authorized to enter into this Agreement on behalf of Customer. Any changes in the Service(s) ordered (e.g., adding/deleting lines, increasing bandwidth, length of term, etc.) will alter the pricing quoted herein and any change within ten percent of the value signed for herein by the Customer will be binding upon Customer without a right of termination for material change. Customer expressly agrees that any changes, including additions, deletions or replacement that are more than ten percent, to the Service(s) ordered hereunder (such as adding/deleting/replacing lines, equipment or licenses, increasing bandwidth or licenses, changing length of term) to the extent relating to, arising out of or connected with the original Service(s) type shall be governed by this Agreement, including the applicable Service Terms and other T&Cs relating hereto, regardless of whether such Service(s) changes are documented on a separate, later signed Service Agreement or Amendment or otherwise changed in connection with the provisioning of the Service(s) by Company. If this Service Agreement is a later signed Service Agreement being executed in connection with any such changes, including additions, deletions or replacement, to Service(s) previously ordered by Customer under a separate Service Agreement, then Customer agrees that this Service Agreement shall be subject to and governed by the terms of the existing Agreement, all of which are incorporated herein by reference. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to Company's services.

Agreed to on behalf of CUSTOMER by:

Name: Harry Blecker  
Title: President

Authorized Signature:  Date: 7/17/18

Agreed to on behalf of FIRST COMMUNICATIONS, LLC by:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## Paperless Invoice Authorization

As a First Communications customer, you are eligible to sign up for our Paperless Billing option. Please select the option you wish and sign below. If you do not select an option and/or sign below, you will receive a paper invoice, which does require a \$10.00 fee that will appear on your monthly invoice.

- Yes!** I want to save **\$10.00** a month by receiving a Paperless Invoice.
- No, I would like to receive a Paper Invoice, and I do understand and agree that I will be charged a \$10.00 monthly fee, which will appear on my monthly invoice.

VILLAGE OF CAMPTON HILLS

Customer Name

TREASURER@VILLAGEOFCAMPTONHILLS.ORG

Billing Contact Email Address



Authorized Signature

HARRY BLECKER

Printed Name

7/17/18

Date

---

### How it works:

- An email will be sent to your billing email address, as entered above, with a Temporary Username and Password
- Upon receipt, you may log onto <http://customers.firstcomm.com> to view your invoice, payment information, call detail and more
- When your invoice is ready for viewing, you will receive an email notification
- Make payments even simpler by signing up for First Communications' Automatic Payment Feature



# LETTER OF AUTHORIZATION

### Customer Information

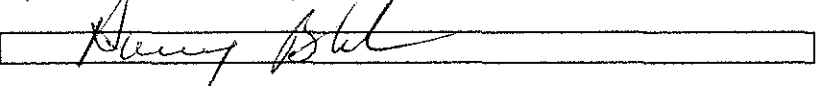
|  |                          |          |              |
|--|--------------------------|----------|--------------|
| Customer Name                          | VILLAGE OF CAMPTON HILLS | State    | IL           |
| Address (including apt., suite, floor) | 40W270 LAFOX ROAD, STE B | Zip Code | 60175        |
| City                                   | CAMPTON HILLS            | Phone    | 630-584-5700 |

By signing below, I am authorizing First Communications, LLC to become my provider for the telephone numbers indicated and the Services checked below.

**ENTER PHONE NUMBER  
OR DID RANGE**

|                  |                   |                  |                          |             |                          |                |                          |                |                          |
|------------------|-------------------|------------------|--------------------------|-------------|--------------------------|----------------|--------------------------|----------------|--------------------------|
| Telephone Number | 630 584 5700 -r   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number | 630 940 2711 -r   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number | 630 940 2488 -r   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number | 630 584 0333 -P   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number | 630 584 4242 CP   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number | 630 584 5775 VF   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number | 630 584 -2750 -PF | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
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| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |
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| Telephone Number |                   | Local Dial Tone: | <input type="checkbox"/> | Local Toll: | <input type="checkbox"/> | Long Distance: | <input type="checkbox"/> | International: | <input type="checkbox"/> |

I authorize First Communications to act as my agent to make this change occur. I also understand that First Communications may have different calling areas, rates and charges than my current provider, and that by signing below, I indicate that I understand those differences (if any) and am willing to be billed accordingly. I certify that I have read and understand this Letter of Authorization. I further certify that I am at least eighteen (18) years of age and am authorized to change the service provider for the telephone numbers and services identified herein. I understand that I may select only one InterLata (long distance)/International long distance and only one IntraLata (local toll) carrier for each telephone number. I also authorize First Communications to access my customer proprietary network information (Customer Service Record) to facilitate this transaction.

Signature:  Date: 7/17/18

Printed Name: HARRY BLECKER