

**RESOLUTION NO. 16-42**

**A RESOLUTION APPROVING CONTRACTS WITH RADICOM AND  
CALL ONE FOR PROVIDING TELEPHONE EQUIPMENT  
AND RELATED SERVICES**

**WHEREAS**, acting with the direction and approval of the Board, the Administrator and his staff have worked to install a new fiber optic telephone and communications system within Village buildings, with the intention of improving service to the citizens at the lowest possible cost, and

**WHEREAS**, the Administrator has negotiated draft contracts with Radicom and Call One in the form attached as Exhibit A and B respectively, and

**WHEREAS**, the Board has been duly apprised of these contracts, their terms and conditions, and finds that the same are in proper form and should be approved,

**NOW THEREFORE, BE IT RESOLVED** by the Village of Antioch, Lake County, Illinois, as follows:

**SECTION ONE:** The Administrator, Clerk and other necessary elected or appointed individuals within Village government are directed to sign and implement the contracts with Radicom and Call One.

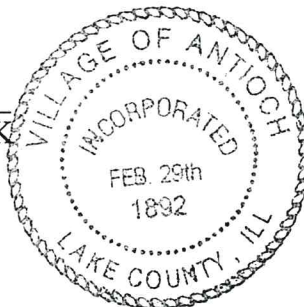
**SECTION TWO:** This resolution shall take effect immediately upon passage.

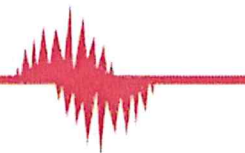
PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,  
ON THIS 18<sup>TH</sup> DAY OF JULY, 2016.

ATTEST:

  
\_\_\_\_\_  
LAWRENCE M. HANSON, MAYOR

  
\_\_\_\_\_  
LORI K. ROMINE, VILLAGE CLERK





Toshiba CIX Communication System Quote: Village of Antioch  
Phone System Upgrade

Customer: Village of Antioch  
Contact Name: Ross Kaminsky  
Contact Tel: 847-395-1000  
Site Name: All

Date: 07/08/16  
System Name: CIX  
Server Model: CIX670  
Prepared By: D. Courtney

**CIX Equipment and Licenses:**

Part No.	Description	Qty	Price	Extension
BPTU2A	ISDN Primary Rate Interface Unit.	2	\$1,521.00	\$3,042.00
IP5022-SD-LIC	10-button IP Speakerphone 4-line LCD, GigE, Endpoint License	48	\$187.00	\$8,976.00
IP5132-SD-LIC	20-button IP Speakerphone 4-line Backlit LCD, GigE, Endpoint Lic	4	\$223.00	\$892.00
LADP2000-3A	IP5000 Power Adapter	52	\$15.00	\$870.00
LIC-4 BASIC	4-port CO Line/Station License for Strata CIX/CTX Systems	13	\$68.00	\$884.00
LIC-CIX-IP PORT	IP Endpoint License for Strata CIX.	4	\$79.00	\$316.00
MIPU16-1A	16-channel IP Interface Unit	3	\$591.00	\$1,773.00
RPRI-CBL-KIT	ISDN PRI Cable Kit with Ferrite Core.	2	\$89.00	\$178.00
Total CIX Equipment and License Charges:				\$16,931.00

**Total CIX System Price:**

Applications Equipment Charges		\$16,931.00
Installation	90	\$10,350.00
Total Price:		\$27,281.00

All Ethernet Connectivity to each IP Phone will be Provided by the Village of Antioch and is not Included in this Quote.

Customer provided Toshiba compatible IP plan on the Village network is required.

Customer provided IT support as required for Toshiba IP phones and equipment.

Customer Network QOS provided by third party IT provider per Toshiba requirements.

Customer Network Bandwidth provided by third party IT provider is required.

All IP phones will utilize provided IP5000 Power Adapter with available electrical outlet.

The fiber network between the Village Hall, Police dept, Fire Dept., and Public Works will be utilized.

Two shared PRI's will be utilized for phone circuits.

Four shared MIPU cards included (one is existing).

FAX and Auto Dialers not supported by PRI's and will not be included.

4-20 button Gigabit IP phones included.

48-10 button Gigabit IP phones included.

Village Hall-3 20 button, 19 10 button IP phones

Fire Dept.-1 20 button 14 10 button IP phones

Parks-8 10 button IP phones

Senior Center-2 10 button IP phones

Public Works-5 10 button IP phones

All existing CAT5 cabling and terminations will be used as is.

RJ45 station jacks may be shared with station computer and IP endpoint.

The CallOne quote has been updated.

Copper pair and IST port at the Police Dept. will be utilized for Boardroom Phone Connectivity.

The existing phone system is leased so you may want to consider that option.

Accepted By: \_\_\_\_\_

Date: 7/20/16



## VoIP Customer Service Agreement

This Customer Service Agreement ("Agreement") between Call One Inc., with a principal place of business at 225 West Wacker Drive, Floor 8, Chicago, IL 60606 ("Call One") and the customer identified immediately below ("Customer") is effective as of the date Call One accepts this Agreement as set forth below (the "Effective Date"). The Services described herein are subject to the General Terms and Conditions (and, in the case Hardware Services are ordered, the Additional Hardware Terms and Conditions) set forth on the following pages of this Agreement and the Service Order(s), as defined in this Agreement.

Customer acknowledges that in some circumstances, including those listed in Section 11 of the General Terms and Conditions, E911 service may not be available through the VoIP Service or may be limited in comparison to traditional E911 service.

Customer Initials: JK

Customer Village of Antioch  
874 Main  
Address Floor 1  
City Antioch ST IL ZIP 60002

### Please check box to determine term and discount

☐ 1 Year


☐ 2 Year

☒ 3 Year

**Additional Charges:** Member of SPC. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Waive carrier access fees. Prices subject to change.

Each 2.0M vPRI (Voice Only) circuit with Basic Feature package is inclusive of up to 17 Sessions, 20,000 Local Outbound Minutes per month, Caller ID with Name, Calling Number Blocking, Call Forward (Unconditional, On Busy, Delayed, Selective and Unavailable), Main Number 911 and one (1) Directory Listing. DID Porting/Installation Fee \$1.00/DID number. DID MRC at \$2.00/block of ten (10). IAD - Call One rental.

### Service/Additional Terms:

 _____ Authorized customer signature	<u>7/20/16</u> _____ Date	_____ CallOne authorized signature
<u>JAMES KEIM</u> _____ Print name	<u>VILLAGE ADMINISTRATOR</u> _____ Title	_____ Print name
		_____ Date

Call One Inc.

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

**Service/Additional Terms (continued):**

Install two (2) new 2.0M vPRI (Voice Only) Circuits at 433 Orchard, Antioch, IL 60002. Each 2.0M vPRI (Voice Only) circuit with Basic Feature package is inclusive of up to 17 Sessions, 20,000 Local Outbound Minutes per month, Caller ID with Name, Calling Number Blocking, Call Forward (Unconditional, On Busy, Delayed, Selective and Unavailable), Main Number 911 and one (1) Directory Listing. IAD - Call One rental.

Prices are considered to be budgetary until an order for service is received and processed. There may be applicable NRC construction charges to deliver services to the customer premise. An actual order for service will begin the engineering process to determine and calculate the potential cost. If there are NRC construction charges to deliver service to the customer location then the charges will be presented to the customer and will be given first right of refusal to either pay the NRC charges or cancel the order.

Customer initials



Call One initials

Call One Inc.

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



Service vPRI  
Transport Call One (Voice Only)  
Term 36 Months  
Circuit ID NEW  
Physical Address 433 Orchard, Antioch, IL 60002

Monthly Charge \$275.50  
Non-recurring Charge \$2,000.00 (Waived)  
Equipment Charge \$45.00/Month Managed Network Service Fee  
NPA-NXX 847-395

Service vPRI  
Transport Call One (Voice Only)  
Term 36 Months  
Circuit ID NEW  
Physical Address 433 Orchard, Antioch, IL 60002

Monthly Charge \$275.50  
Non-recurring Charge \$2,000.00 (Waived)  
Equipment Charge \$45.00/Month Managed Network Service Fee  
NPA-NXX 847-395

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

## Terms and Conditions

- 1. Services.** Subject to the provisions of this Agreement and the Service Order(s) between Call One and Customer, Call One shall provide the services described on page 1 of this Agreement and in the Service Order(s) (the "VoIP Services"). If this Service Order indicates that Customer has ordered vPRI, vPOTS or equipment, Call One will also provide the additional services listed on the Call One-Provided Hardware Terms and Conditions attached to these General Terms and Conditions.
- 2. Customer Responsibilities.** Customer shall use the VoIP Services in accordance with all applicable laws and shall strictly comply with Call One's policies regarding acceptable use posted on Call One's website. Customer may use the Services only in its usual course of business, and shall not engage in any of the following activities: (i) autodialing, (ii) continuous or extensive call forwarding, (iii) continuous connectivity, (iv) fax broadcasting, (v) fax blasting, (vi) telemarketing, (vii) automatic dialing, (viii) call centers or (ix) internet cafes. Customer may not resell the VoIP Services. Customer is solely responsible for safeguarding Customer's telephone system, including Customer's PBX and other equipment, from fraudulent use. Customer is responsible for all calls made using Customer's telephone system, whether or not authorized, even if Customer has requested that international calls be blocked. Customer shall indemnify and hold Call One harmless (including attorneys' fees and expenses) from all third party claims, related to Customer's use of the VoIP Services, or others' use of Customer's telephone system. Customer is solely responsible for determining whether Customer's PBX and other equipment and infrastructure is IP capable and able to work properly with the VoIP Services. If Customer's PBX or other equipment or infrastructure is not compatible with the Services, Customer shall have no claim against Call One, and shall have no right to terminate this Agreement.
- 3. Fees and Payments.** Customer will pay the amount shown on page 1 of this Agreement and on the Service Order for VoIP Services. If Customer requires fiber optic cable installation, there may be an additional one-time charge payable to a third party. Call One will send invoices for VoIP Services prior to each month of the Term. All payments are due within thirty (30) days of the invoice date ("Due Date"). If Customer has not paid the undisputed portion of an invoice by the Due Date and Call One has provided Customer with at least fifteen (15) days' notice of such overdue amounts (a "Payment Default") Call One may suspend or terminate the Services. If Call One terminates the VoIP Services for failure to pay, Customer will, in addition to amounts owed Call One, be responsible for all applicable Disconnection Fees. For all payments not made within thirty days of the invoice date, Call One may charge Customer interest on overdue amounts at the lesser of (i) 1.5% per month on the outstanding balance due; or (ii) the maximum interest charges permitted under applicable law. Call One may charge a \$25.00 processing fee on all returned checks, or such greater or additional amounts as may be permitted by applicable law. Customer will pay any expenses (including attorneys' fees and court costs) that Call One incurs to collect overdue charges. A billing statement will be conclusively deemed correct and payable in full unless Customer disputes it in writing within 60 days of the date of the invoice.
- 4. Taxes.** The VoIP Services are generally subject to a combination of federal, state and local taxes or surcharges. Taxes/surcharges may include, but are not limited to, a combination of universal service fund/other regulatory cost recovery fees and surcharges, sales and use taxes, gross receipts, excise and utility users taxes, municipal occupation and license taxes, business and occupations taxes, 911 fees or taxes, franchise fees and/or surcharges (collectively, "Taxes"). Taxes will be applied to all Customer transactions unless Customer has provided Call One with a properly completed and timely received exemption certificate for each state and tax type which Customer claims non-taxable status. Once Customer has provided the proper exemption certificate, Call One will cease charging Taxes on Customers next monthly invoice. Customer will not be entitled to a refund or credit for any previously invoiced Taxes. Customer shall indemnify and hold Call One harmless (including attorneys' fees and expenses) from all third party claims related to Call One's reliance on Customer's exemption certificate(s). Call One may charge late fees on all unpaid taxes.
- 5. Term and Termination.** The term of this Agreement will run from the Effective Date until the end of the Term described for each applicable service. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed. If either party believes that the other has materially breached this Agreement (except if such breach involves the payment of money or a violation of Call One's policy regarding acceptable use), the non-breaching party shall give thirty (30) days written notice to the breaching party, specifically stating the breach alleged, and shall give the breaching party an opportunity to cure during that period prior to termination. If Customer terminates this Agreement prior to the termination date shown on the first page of this Agreement, and such termination is not the result of an uncured material breach by Call One, or if Call One terminates this Agreement based on a Payment Default or other breach of this Agreement, Customer shall immediately pay a termination fee equal to one hundred percent of the remaining payments due under this Agreement.
- 6. Service Level Agreement.** Call One will use commercially reasonable efforts to avoid unanticipated service interruptions and to minimize any VoIP Service disruptions caused by Call One. Notwithstanding the preceding sentence, Call One and its suppliers may, from time to time and without liability, interrupt VoIP Services for maintenance and other operational reasons, and Customer shall not receive any compensation for such interruptions. If Customer notifies Call One that Customer has experienced one or more VoIP Service interruptions due to a failure of Call One Equipment or Call One's facilities that make voice calling unusable for more than 150 cumulative minutes during a twenty-four (24) hour period, then, if verified by Call One and at Customer's written request, Call One will apply a credit on Customer's bill equal to 1/30th of Customer's monthly Service charge for the VoIP Service (the "Service Credit"). Customer is limited to one Service Credit per twenty-four (24) hour period. Customer must claim any applicable Service Credits by the 15th day

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

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

Call One Inc.

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of the month following the month in which the reported incident was resolved. These Service Credits will not be available for (a) interruptions of VoIP Service during Call One's scheduled maintenance windows, (b) problems with, or maintenance on, equipment or broadband access provided by anyone other than Call One (including changes to or reconfiguration of Call One Equipment), or (c) Force Majeure events. Customer will not be entitled to Service Credits for any other Service (including Call One Broadband Services) if Customer claims Service Credits under this Section 6. Customer's only remedies for VoIP Service performance issues or failure of the VoIP Services to perform are the service interruption credit(s) described above. The service level agreement for any broadband access services or circuits provided as part of this Agreement shall be the service level agreement posted on Call One's website.

- 7. Service Orders.** Customer shall submit one or more Service Orders, in the form attached to this Agreement as Schedule C, describing the Services requested. Call One may accept or reject the Service Order in its sole discretion. Possible reasons for rejection include lack of network availability, Customer's payment history, or a change in Customer's business which Call One believes will reduce Customer's ability to pay for the Services requested.
- 8. Service Provisioning.** Provisioning VoIP Service will require Customer's cooperation. Call One will use commercially reasonable efforts to activate VoIP Service by the agreed-upon date. However, Call One cannot guarantee VoIP Service activation by a particular date because Call One relies on other entities, such as suppliers and Customer, to perform certain tasks and provide certain information before Call One can activate VoIP Service. Customer is responsible for canceling any communications services that the VoIP Service will replace and for any and all charges related to those services. Only Call One technicians, a Call One authorized vendor, or an authorized dealer or fulfillment partner may complete delivery of the VoIP Services. Call One does not authorize the Customer, or a Customer-designated vendor to install and/or complete delivery of VoIP Services
- 9. Broadband Access Service.** If this Service Order includes the provision of broadband access services or circuits, Customer will be responsible to Call One for all charges from the broadband access service or circuit supplier (which may be Call One), including any set-up charges incurred prior to activation and termination charges incurred after this Agreement is ended. In the event this Agreement includes the provision of broadband access services or circuits, Customer hereby authorizes Call One to begin the process of activating service, including providing the broadband access circuit or other circuit to Customer's location(s). Customer confirms that Customer will be responsible for broadband access service and circuit charges even if: (a) Customer delays activation of Customer's Services; (b) Customer cancels this Agreement; (c) Customer is unable to lease or obtain appropriate equipment; or (d) if Customer takes any other action (for example, a request for expedited installation) that would cause Call One to incur broadband access service or circuit charges. These charges may include early termination fees described in Section 5.
- 10. Wireless Back-Up LTE.** Client agrees this device will not be used for primary internet connectivity. Call One reserves the right to bill usage at rate of \$25 per Gigabyte of use, if usage exceeds fair and acceptable usage patterns. Wireless internet services is a best effort service. Speeds are not guaranteed.
- 11. 911.** CUSTOMER ACKNOWLEDGES THAT 911 AND E911 VoIP SERVICES WILL NOT BE AVAILABLE TO IT UNDER THE FOLLOWING CIRCUMSTANCES: (A) THE TELEPHONE DEVICE TO WHICH A PARTICULAR TELEPHONE NUMBER HAS BEEN ASSIGNED IS MOVED TO A LOCATION OUTSIDE THE PREMISES WHERE THE TELEPHONE DEVICE WAS ORIGINALLY INSTALLED AND CUSTOMER FAILS TO GIVE CALL ONE NOTICE OF THE NEW LOCATION; (B) THERE IS AN OUTAGE, DEGRADATION OR OTHER DISRUPTION OF POWER AT THE CUSTOMER'S LOCATION; OR (C) THERE IS OUTAGE, DEGRADATION OR OTHER DISRUPTION OF THE CUSTOMER'S BROADBAND INTERNET CONNECTION, WHETHER SUCH CONNECTION IS PROVIDED BY CALL ONE OR ANOTHER PROVIDER. UNDER ANY OF THE CIRCUMSTANCE ENUMERATED IN ITEMS (A) THROUGH (C), ABOVE, CUSTOMER AGREES THAT CALL ONE WILL NOT BE LIABLE FOR ANY INABILITY TO DIAL 911 USING CALL ONE VOICE SERVICES, AND CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CALL ONE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH CALL ONE'S VOICE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF CALL ONE'S VOICE SERVICES RELATING TO THE NON-AVAILABILITY OF 911 DIALING. CALL ONE'S SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES FOR ANY REASON.
- 12. Disclaimers.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. CALL ONE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CALL ONE DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.
- 13. Limitation on Liability.** UNDER NO CIRCUMSTANCES SHALL CALL ONE OR ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE OF ACTION, AND WHETHER OR NOT FORESEEABLE EVEN IF CALL ONE IS INFORMED OF THE

Customer initials

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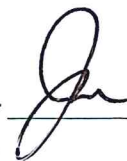


POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CALL ONE'S OR ITS SUPPLIERS' OR SUBCONTRACTORS' CUMULATIVE LIABILITY EXCEED THE FEES PAID BY CUSTOMER THROUGH THE MONTH IN WHICH THE CLAIM AROSE. IN ADDITION, CALL ONE AND ITS SUPPLIERS AND SUBCONTRACTORS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, EXPENSES OR COSTS THAT CUSTOMER SUFFERS AS A RESULT OF: (I) ANY INTERRUPTION OR FAILURE OF THE SERVICES OR EQUIPMENT FURNISHED BY CALL ONE; (II) THE DOWNLOADING OR USE OF ANY INFORMATION, DATA OR MATERIALS OBTAINED VIA THE SERVICES OR FROM THE INTERNET; (III) ANY FAILURE TO COMPLETE A TRANSACTION ON THE INTERNET OR USING THE SERVICES OR ANY LOSS OF DATA DUE TO DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTIONS; (IV) ANYTHING BEYOND THE REASONABLE CONTROL OF CALL ONE, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION OR FAILURE OF A THIRD PARTY'S SERVICES, SOFTWARE, EQUIPMENT OR NETWORK; (V) ANY UNAUTHORIZED USE OR MODIFICATION OF SERVICES OR CALL ONE EQUIPMENT OR COMBINATION OF SERVICES OR CALL ONE EQUIPMENT WITH OTHER SERVICES, PRODUCTS OR EQUIPMENT; (VI) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (VII) THE ATTEMPT BY UNAUTHORIZED USERS (E.G., HACKERS) TO OBTAIN ACCESS TO CUSTOMER'S DATA, WEB-SITE, COMPUTERS, OR NETWORKS.

- 14. Fax Limitations.** The VoIP Services are configured upon customer request to allow fax transmittal using G.711 pass-through and T.38. Fax over IP is largely dependent on a number of external conditions and Call One will exercise commercially reasonable efforts to support the customer experience and troubleshooting.
- 15. Monitoring.** Call One and its suppliers have no obligation to monitor the Services, but may do so and disclose information regarding use of the Services if Call One or its suppliers, in their sole discretion, believes that it is commercially reasonable to do so, including to: (i) satisfy laws, regulations, or governmental or legal requests; (ii) operate the Services properly; or (iii) protect itself and its other users and customers. Call One may immediately remove Customer's material or information from Call One's servers, in whole or in part, if Call One, in its sole and absolute discretion, determines that such content infringes another party's property rights, is illegal or if Call One determines that such content violates Call One's policies concerning acceptable use.
- 16. General.** The timeliness of performance by Call One is subject to delays caused by acts of God, accident, inability to obtain fuel or power, laws, regulations or orders, acts or inaction of Customer, labor trouble, or any other cause beyond the reasonable control of Call One. If any part of this Agreement is held to be invalid or unenforceable, the remainder shall not be affected. This Agreement may only be modified in a writing signed by both parties. Customer may not assign this Agreement (by operation of law or otherwise). Any prohibited assignment shall be void. Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written. This Agreement is governed by Illinois law. Any action arising out of this Agreement may be commenced only in the state or Federal courts located in Cook County, Illinois, and the parties consent to the jurisdiction of such courts and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys' fees.

Customer initials

Call One initials



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## Call One-Provided Hardware Terms and Conditions

1. In addition to the Services, Call One will also install the equipment which Call One, in its sole discretion, determines is necessary for Customer to use the VoIP services ("Call One Equipment") and provide remote support and on-site support emergency support for the Call One Equipment ("Maintenance Services").
2. **Customer Responsibilities.** Customer will allow employees and authorized representatives of Call One free access to the premises and facilities where the Equipment is to be maintained at all hours, and will provide electricity and a safe working environment. If during the term any person other than an employee or authorized representative of Call One performs any maintenance or service work on the Equipment, then the obligations of Call One hereunder shall immediately terminate.
3. **Maintenance Services.** Each request for Maintenance Services will be issued a trouble ticket and assigned a trouble ticket number for tracking. Customer requests for support bypassing the escalation process will be billed as a Time and Materials Project. Services performed outside of the hours of 8:30am - 5:00pm. Monday through Friday, excluding public holidays, shall be subject to additional fees. If Customer requests onsite service and no problem is found or reproduced, Customer shall be billed at the current applicable Time and Materials rates including all travel time and expenses. Customer must provide access to all Call One Equipment at all times reasonably requested by Call One, and provide electricity, a safe working environment, and such other assistance as is reasonably required by Call One.
4. **Limitations on Maintenance Services.** Maintenance Services do not include (i) additions, changes, relocations and removals of equipment; (ii) operating supplies and accessories; (iii) replacement of those component parts subject to normal wear and tear as a result of use which do not affect the operational condition of the Call One Equipment; or (iv) work required as the result of (a) specification or engineering changes; (b) negligent or intentional acts of Customer or any third party; (c) accident, casualty, neglect, misuse or any cause other than normal use in the manner described in the Call One Equipment specifications; (d) any act or event occurring external to the Call One Equipment, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Call One Equipment to the telecommunications system of the operating telephone utility or abnormal power fluctuations or failures; (e) Customer's failure to provide the environment required by the Equipment specifications; (f) Customer's failure to fully perform its responsibilities under this Agreement; or (g) the use by Customer or any other third party of the Call One Equipment in combination with any other apparatus, device of other system not supplied, or approved as to such combined use by Call One.
5. **Call One Equipment.** Call One shall remain the owner of all Call One Equipment, and Customer shall (i) not grant any security interest in or otherwise encumber Call One Equipment, (ii) return all Call One Equipment promptly at the termination of this Agreement, or, at Call One's option, allow Call One to enter Customers' premises to recover the Call One Equipment, (iii) not configure or modify or move any Call One Equipment, (iv) obtain insurance against loss of or damage to the Call One Equipment, for the full value of the Call One Equipment and, at Call One's request, name Call One as an additional insured on Customer's policies covering the Call One Equipment, and (v) not remove any tags indicating that Call One is the owner of the Call One Equipment. Call One grants to Customer a personal, limited, non-transferable, non-exclusive, license (without the right to sublicense or create derivative works) to use the software and documentation necessary to operate the Call One Equipment during the term of this Agreement solely for Customer's own internal use of the VoIP Services in accordance with this Agreement. Customer may not decompile, reverse engineer or otherwise use any software code from any software provided by Call One or its suppliers. Some software necessary to fully utilize the full functionality of the VoIP Services may require Customer to accept additional terms and conditions required by the third-party providers of such software. Call One is not responsible for the configuration of, or internal equipment for, Customer's computers or other telephony equipment that may be necessary to make such equipment compatible with the VoIP Services. At Call One's discretion, any Call One Equipment may be new, recertified or refurbished. If Customer abuses, misuses or reconfigures any Call One Equipment, Call One will charge Customer for the Field Service Technician visit (if applicable) at Call One's current Time and Materials rates and the cost of any replacement equipment. Customer may not use equipment other than Call One Equipment that is not certified for use with the VoIP Service by Call One. Either Call One or other third-parties own and will continue to own the software used to provide VoIP Service.

Customer initials



Call One initials

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