

ROCHELLE MUNICIPAL UTILITIES COLLOCATION LICENSE AGREEMENT

This Collocation License Agreement ("Agreement") is made as of this 9th day of July, 2012 ("Effective Date"), by and between the City of Rochelle, acting through the Rochelle Municipal Utilities ("RMU" or "Licensor"), and Follett Corporation ("Licensee" or "Follett").

RECITALS

- A. RMU owns the Rochelle Municipal Utilities Technology Center (the "Technology Center"), located at 910 Technology Parkway, Rochelle, Illinois. The Technology Center has space available for collocation cages in which individual licensees can locate their telecommunications equipment (the "Premises").
- B. Licensee desires to have access to space on the Premises to install and operate its telecommunications equipment and cabling ("Licensee's Equipment").
- C. Licensor is willing to grant Licensee the right to use such space in accordance with the terms of this Agreement.

Licensor and Licensee hereby agree as follows:

1. **Grant of License.**

- a. Licensor hereby grants to Licensee an exclusive license to locate, install, maintain, monitor, operate, replace, repair and remove (collectively "locate") Licensee's Equipment in space on the Premises (the "Space"); such Space is described in Exhibit A.
- b. Licensee shall utilize the Space only for interconnection of Licensee's Equipment with the RMU Network. If Licensee interconnects, or attempts to interconnect Licensee's Equipment with equipment or services of any entity other than Licensor, without obtaining the prior written consent of Licensor (which consent shall be granted or withheld at the sole discretion of Licensor), then Licensee shall be in material breach of this Agreement and Licensor may pursue any legal or equitable remedy, including, but not limited to, the immediate termination of the license granted herein. All cross connections relevant to interconnecting Licensee's Equipment with the RMU Network, or with any other Party for which Licensor gives explicit written permission, shall be established under Licensor's control, direction and supervision.

2. **Services Pricing and Fees.**

- a. **License Fee.** Licensee shall pay to Licensor a monthly License Fee as described in Exhibit B for use of the Space. License Fees shall be payable on a monthly basis starting from the License Fee Commencement Date, detailed in Section 3(d)

of this Agreement. Each subsequent monthly payment shall be due by the first day of each month.

- b. Installation Fee. A one-time Installation Fee shall apply to the initial installation (including, without limitation, installation of racks, cabinets, floor cage and power). The Installation Fee shall be as set forth on the Collocation Service Order.
- c. Access Cards. For a one-time charge of \$100.00, Licensee shall be issued five (5) security access cards ("Access Cards") to be used to access the Space. Replacement cards will be provided at a cost of \$20.00 each. Licensee has the right to increase the number of issued access cards at will.
- d. Hands and Eyes Services. From time to time, Licensor shall perform Hands and Eyes Services with respect to Licensee's Equipment within the Space on behalf of, and at the request and direction of, Licensee. Hands and Eyes Services, the terms and conditions of which are set forth in Exhibit C, include support of both the installation of new equipment and services, as well as the maintenance of existing equipment and services. Hands and Eyes Services will be provided for a flat fee of \$150.00 per request for service during normal business hours and \$250.00 per request for service outside of normal business hours. For the purposes of this section, "normal business hours" means from 7:30 a.m. CST to 5:00 p.m. CST.
- e. Invoices. All invoices shall be paid by Licensee within thirty (30) days of the date of the invoice. All invoices must be paid in accordance with their terms without setoff or deduction.
- f. Late Fee. In the event that Licensee fails to pay any amounts owed to Licensor when due, Licensee shall pay to Licensor a late fee on the total payment due of one and one-half percent (1.5%) per month.

3. **Term/Termination and License Fee Commencement.**

- a. Term. This Agreement shall commence on the Effective Date, and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for five (5) years ("Initial Term").
- b. Access Rights. Follett will have full access and rights to the Premises and building from the Effective Date and thereafter in order to prepare the Premises for Follett's needs and any further work to be performed by Follett and its contractors (such as AT&T). RMU will complete its required buildout and Premises preparation work ("RMU Work") in accordance with the Parties' expectations as set forth in Exhibit B and Exhibit D. Follett will pay for the first \$26,000 of RMU Work ("First Payment"), with RMU covering any excess costs. The First Payment shall be made on the Effective Date.

- c. Delivery Date. The date on which services related to the activation of AT&T Ultravailable® Network Services is completed is the Delivery Date. The first License Fee payment shall be due thirty days after the Delivery Date, regardless of whether Follett is actively using the premises for its intended purposes or not.
 - d. License Fee Commencement Date. The first License Fee Payment shall be due thirty (30) days after the Delivery Date.
 - e. Option to Renew. Provided that Licensee is not then in default under this Agreement or any other agreement between the Parties, Licensee shall have the option to renew the term of this Agreement for a mutually agreed upon monthly license fee and upon other terms and conditions mutually agreeable to the Parties, one of which shall be the requirement for Licensee to renew or execute an amendment to this Agreement, reflecting such terms and conditions. The option to renew shall be applicable for one additional term of three (3) years. Licensee shall exercise the option to renew by giving written notice of its election to Licensor at least ninety (90) days prior to the expiration of the Initial Term.
 - f. Damage to Premises/Licensee's Equipment. If by virtue of fire or other casualty, the Premises should become damaged or unusable by Licensee for Licensee's Equipment, or if Licensee's Equipment should become so damaged as to be unusable by Licensee, then this Agreement may be terminated by mutual agreement of Licensor and Licensee. Under no circumstances, however, shall Licensor be obligated to rebuild or restore the Premises.
4. **Default/Termination at Will and for Cause.** Except where indicated otherwise, either Party may terminate this Agreement on giving the other Party thirty (30) days prior written notice in the event any of the following occur:
- a. Follett may terminate this Agreement at will upon one hundred and eighty (180) days written notice to Licensor; provided that Licensee shall pay to Licensor an early termination fee of \$50,000.
 - b. Follett may terminate at will upon fifteen business (15) days notice for RMU's failure to meet the Service Level Commitment of Section 5, as detailed in Section 5(a)(i) therein.
 - c. Licensee fails to pay the License Fee or any other sums owed to Licensor when due and does not cure that default within ten (10) days after written notice thereof by Licensor.
 - d. Licensor or Licensee defaults in the performance of any non-monetary term of this Agreement and does not cure that default within thirty (30) days after written notice thereof by the non-defaulting party, provided that such period shall be extended as reasonably necessary in the event that the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days.

- e. Licensor's grant of this license or Licensee's use of the Licensed Fibers becomes illegal under any applicable federal, state, or local law, rule, or regulation.

5. **Service Level Commitments and Duties of Licensor.**

- a. **Power Availability.** The AC or DC power provided to the Space shall be available not less than 100% of the time within any given calendar month. To determine compliance with this provision, "Power Unavailability" shall be calculated as the total number of minutes, for each calendar month, that power was unavailable to the Space. Licensor will assess Power Unavailability for purposes of this provision only if Licensee requests in writing that Licensor perform such assessment within sixty (60) calendar days of a power outage. For each total cumulative hour of Power Unavailability in any calendar month, Licensee's sole remedy shall be to request the issuance of a credit to Licensee's account on an hour-for hour basis, not to exceed the equivalent of one-twelfth (1/12th) of the annual License Fee amount during any calendar month.
 - i. If the cumulative hours of power unavailability within any 12-month period on an hour for hour basis would otherwise result in a credit that exceeds one-twelfth (1/12) of the annual License Fee, Follett shall be allowed to terminate this Agreement for cause upon fifteen (15) business days written notice.
- b. **Limits of SLA.** The service level agreement ("SLA") guarantee for electric power provided to the Space, as set forth in Section 5.b., shall not apply in any situation where electrical outages are caused or exacerbated by conditions beyond the reasonable control of Licensor, (not to include power surges or outages, as Licensor must have fully functioning backup generators that automatically start within 90 seconds of an electrical outage for any reason); Licensee or third-party acts or omissions (where the third party is not an employee, agent or contractor of Licensor); denied access; failure of Licensee's Equipment, facilities or applications; or events of force majeure. All maintenance related outages or delays performed during the Maintenance Window, defined in Section 16 below, and any other scheduled maintenance performed outside the Maintenance Window will be excluded from any measurement period.
- c. **Environmental Monitoring Solutions.** Licensor shall allow Licensee to monitor (via a web interface or other means as determined by Licensor) RMU's onsite Uninterruptable Power Supply, Electrical Power Distribution and HVAC systems. RMU will send Licensee email notifications of events on these systems that may affect the operation of Licensee's Equipment. Licensor shall incur no liability to Licensee whatsoever for any delayed notifications or any failure to send such notifications.
- d. **Video Surveillance.** Licensor commits to have 24-hour video surveillance of the building and the Premises pursuant to PCI DSS regulations/rules/standards.

Licensors must keep surveillance footage for a period of ninety (90) days for potential review by Follett before discarding or erasing such footage.

6. **Licensors Duties for Building.** Licensors shall also keep the building in which the Store is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. Licensors shall be responsible for any loss resulting from failure of the building to meet applicable building codes and regulations. Licensors shall maintain, inspect and promptly repair any defect or problems with the parking lot, roof, foundation of the building, structural and load-bearing walls and common areas (including sidewalks and lawn on the property).
7. **Access.** Licensors will permit Licensee's employees, agents, consultants and contractors to have direct access to the Space on a twenty-four (24) hours a day, seven (7) days a week basis, subject to the following terms and conditions:
 - a. Persons Entitled to Access. Only authorized employees, agents, consultants and contractors of Licensee shall be permitted to access Licensee's Equipment and Space.
 - b. Compliance with Safety and Security Requirements. All employees, agents, or contractors of Licensee must comply with any and all policies and practices of Licensors pertaining to fire, safety, and security, including but not limited to access monitoring systems, identification badges, and protective clothing/headgear requirements.
 - c. Use of Common Areas. Where the access to Licensee's Equipment and Space is through a common building entrance and/or where other common areas of the Premises must be used to access Licensee's Equipment and Space (e.g., elevators, unrestricted corridors, etc.), Licensee shall be afforded reasonable use of such common areas or facilities. However, Licensors may restrict access to such areas or facilities on grounds of security, and Licensors may require that an employee of Licensors accompany Licensee's personnel or representatives. Licensors shall impose any such requirement in such a manner so as not to unnecessarily delay or hinder the twenty-four (24) hours a day, seven (7) days a week access to Licensee's Equipment and Space.
 - d. Notice of Construction, Installation, or Removal. Licensee shall provide Licensors at least ten (10) business days prior notice of any construction, installation or removal of Licensee's Equipment, as well as any scheduled maintenance or upgrade to any of Licensee's Equipment that (i) involves the installation, repair or removal of connecting cables located in a Licensors equipment room, (ii) might require drilling into any walls, ceiling or floor of the Premises, or (iii) other substantive construction work.

- e. Right to Deny Access and/or Stop Work. Licensor reserves the right to deny access to Licensor's Premises to any of Licensee's employees, agents, consultants or contractors due to such person's or entity's lack of required authorization or qualification, falsification of records, violation of Licensor's reasonable fire, safety or security practices and policies, or for other reasonable cause. In addition, Licensor reserves the right to immediately stop any or all work or other activities on Licensor's Premises that violates any of its reasonable safety standards, or as deemed necessary by Licensor in its reasonable discretion to prevent personal injury or property damage.
- f. Licensor Inspections. Licensor shall have the right, upon not less than twenty-four (24) hours prior written notice to Licensee, to access the Space to perform periodic inspections to ensure compliance with (i) any of Licensor's installation, safety and security practices and policies and (ii) any and all applicable regulations and standards of the Occupational Safety and Health Administration ("OSHA"), the Environmental Protection Agency ("EPA") or any other governmental authority related to fire, safety, health and/or environmental safeguards.
- g. Emergency Access. Licensor shall be entitled to enter the Space and access Licensee's Equipment at any time and on less than twenty-four (24) hours prior notice if and to the extent necessary to allow Licensor to: (i) react to emergencies; (ii) maintain the building operating systems at Licensor's Premises; and/or (iii) ensure compliance with any policies, regulations and standards of Licensor, OSHA, EPA, or any other governmental authority related to fire, safety, health and environment safeguards.
- h. Identification/Access Cards. All Licensee employees, agents, and contractors requesting access to the Premises are required to have a photo identification card, which identifies the person by name and the name of the Licensee. The ID must be worn on the individual's exterior clothing while on the Premises. Licensee is required to immediately notify Licensor by the most expeditious means, when any Licensee employee, agent or contractor with access privileges to the Premises is no longer in its employ, or when Access Cards are lost or stolen or not returned by an employee, agent or contractor no longer in its employ. Licensee shall immediately retrieve and return to Licensor all Access Cards issued to an employee of Licensee upon termination of that employee's employment. Licensee shall be responsible for the replacement cost of Access Cards when lost or stolen or upon failure of it or its employee, agent or contractor to return them to Licensor.

8. **Installation/Maintenance of Licensee's Equipment.**

- a. Delivery of Licensee's Equipment. Licensee shall arrange for the inside delivery of each unit of Licensee's Equipment to the Space at Licensee's sole cost and expense. Licensee shall provide Licensor with reasonable prior notice of the actual delivery date of Licensee's Equipment.

- b. Installation. Licensee shall install Licensee's Equipment at its sole expense and at no harm to the Space or the Premises, and without interfering in any way with Licensor's use of the Premises for its own purposes. Licensee shall install Licensee's Equipment in a safe condition acceptable to Licensor so as not to physically conflict or electrically interfere with the facilities placed therein or thereon, by Licensor or others. All installations shall be made in compliance with telecommunications industry standards, National Electric Code ("NEC") and OSHA requirements. Licensee's Equipment shall be placed in accordance with Licensor's requirements and specifications. Licensor's current technical specifications of Licensor are set forth in Exhibit D. Any damage resulting from such installation shall be repaired promptly by Licensee at its expense. Only authorized engineers or employees of Licensee, or their approved contractors, shall be permitted to enter the Premises for purposes of installing Licensee's Equipment.
- c. Governmental Approvals. Licensee shall be responsible for obtaining at its own expense any and all local, state, and federal governmental permits and authorizations required for the construction, installation, maintenance, operation and/or repair of Licensee's Equipment. Licensee represents and warrants that all of Licensee's improvements or other work of Licensee affecting the Premises and the Space shall be in compliance with all laws, ordinances, rules, regulations, orders and directives of governmental and quasi-governmental bodies and authorities having jurisdiction over the Premises and the Space from time to time applicable to Licensee's use of the Premises and the Space. Any Licensor pre-approval of improvements to the Space shall not operate to relieve Licensee, or its contractors or subcontractors, of any liability for breach of its representations and warranties hereunder.
- d. Reimbursement for Repair Costs. Licensee agrees to reimburse Licensor for all reasonable repair or restoration costs associated with damage or destruction to the Premises, the Space, or property of Licensor or third parties caused by Licensee, its employees, agents, contractors, subcontractors, vendors, suppliers or other invitees, whether or not Licensor has authorized such parties' actions.
- e. Maintenance of Licensee's Equipment. Licensee shall, at its own expense, maintain Licensee's Equipment while located in or on the Space in a safe condition and in good repair, and in a reasonable manner so as not to conflict with any use of the Premises by Licensor. Licensee's Equipment is and shall remain the personal property of Licensee notwithstanding the fact that it may be affixed or attached to the Premises, and shall, during the term of this Agreement or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Licensee. Any damage resulting from such removal shall be repaired by Licensee at its expense.
- f. Ownership of Licensee's Equipment. The Parties agree that Licensee is the owner of Licensee's Equipment and that Licensor shall have no right, title or possessory interest therein.

- g. Relocation of Licensee's Equipment. Upon the giving of ninety (90) days prior written notice to Licensee, Licensor may require Licensee to relocate Licensee's Equipment to other space within the Premises. In such event, Licensor shall reimburse Licensee for the reasonable costs of such relocation.
9. Conduct in Space/Premises. Licensee shall, at all times, maintain the Space in an orderly condition and shall be responsible for the removal and appropriate disposal of all trash and other debris from the Space. Licensee shall also maintain the Space in a safe condition, including, without limitation, not storing or using (or permitting others to store or use) any combustible materials and/or materials deemed "hazardous" under applicable federal, state or local laws or regulations. Licensee shall, at all times, abide by the rules and regulations governing the Space and the Premises, including Licensor's rules pertaining to the Premises as set forth in Exhibit E. Furthermore, Licensee represents and warrants, and shall ensure, that its pre-approved contractors, subcontractors and other authorized invitees abide by all such rules and regulations and Licensee's obligations under this Agreement.
10. Indemnification. Licensee is responsible for all actions it takes or causes to be taken in connection with its use of the Premises and the Space. As a condition of using the Premises and the Space, Licensee agrees to indemnify and hold harmless the City of Rochelle and all of its elected officials, officers, departments, agencies, commissioners, council members, board members, representatives, employees, agents, and contractors, including RMU, its employees, commission members, agents, and contractors (collectively, "Indemnified Parties") against any and all liability, claims, costs, fines, liabilities, penalties, damages, expenses (including reasonable attorney fees of counsel selected by Licensor and all other costs and expenses of litigation), demands, lawsuits or disputes arising in any way from Licensee's use of the Premises, the Space, Licensee's operation of Licensee's Equipment, any activities of Licensee under this Agreement, or Licensee's breach of any warranty, representation, obligation or other provision of this Agreement (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or intentional misconduct of the Indemnified Parties, or any third party that is not an employee, agent or contractor of the Indemnifying Party.
11. Insurance.
- a. General. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as outlined below, issued by a company or companies authorized or permitted to do business in the State of Illinois and reasonably satisfactory to Licensor. Such insurance will be primary. Prior to the execution of this Agreement and prior to insurance policy expiration date during the term of this Agreement, Licensee shall furnish Licensor with a certificate of insurance and, upon request, copies of the required insurance policies can be reviewed during business hours at Licensee's corporate office located at 2233 West Street, River Grove, Illinois 60171. The certificate shall reference this Agreement. Licensor will be given thirty (30) days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. The City of

Rochelle and all of its elected officials, officers, departments, employees, including RMU, its employees and agents (collectively, "Additional Insureds") shall be included as Additional Insureds under all of the policies, except for the workers' compensation and employers' liability policies. All policies shall be written on an occurrence, and not on a claims-made, basis. Licensee shall defend, indemnify and hold harmless the Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Agreement.

- b. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual liability, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Combined single limits of liability not less than \$2,000,000.00 general aggregate, \$2,000,000.00 products/completed operations aggregate, \$1,000,000.00 personal injury, \$1,000,000.00 each occurrence for bodily injury and property damage.
- c. Automobile Liability Insurance. Commercial automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Combined single limits of liability not less than \$1,000,000 each accident for bodily injury and property damage.
- d. Umbrella Liability Insurance. Coverage to be in excess of commercial general and automobile liability insurance required in subsections b. and c. above. Limits of liability not less than \$4,000,000.00 each occurrence, \$4,000,000.00 aggregate.
- e. Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than \$1,000,000.00 each accident/disease/policy limit.
- f. Property Insurance. Licensee will be responsible for maintaining property insurance on its property and equipment associated with its use of the Premises or the Space to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures. To the extent covered by property insurance, Licensee hereby releases Licensor from and waives all rights against Licensor for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance even if such loss or damage is caused by the fault or negligence of Licensor or anyone for whom Licensor is responsible. Licensee agrees that to the extent any such policy of insurance provides a right of subrogation in the insurer, Licensee will obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance. The policies will provide such waivers of subrogation by endorsement or otherwise.

12. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUES) ARISING OUT OF, OR IN CONNECTION WITH, THE PREMISES, THE USE OF THE SPACE, OR EITHER PARTY'S NEGLIGENCE OR BREACH OF THIS AGREEMENT.
13. **NO WARRANTIES/REPRESENTATIONS.** LICENSEE HEREBY ACCEPTS THE PREMISES AND THE SPACE "AS IS." LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES AND THE SPACE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING THIS SECTION, LICENSOR MUST MEET THE OBLIGATIONS TO DELIVER THE PREMISES TO FOLLETT WITH THE RMU WORK COMPLETED AS DETAILED IN EXHIBIT B.
14. **Removal of Licensee's Equipment upon Termination/Expiration.**
- a. **Removal Required.** With the exception of Licensee's Equipment, all fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Space prior to or during the term of this Agreement, whether by Licensor at its expense or at the expense of Licensee, or by Licensee at its expense, shall be and remain part of the Space and shall not be removed by Licensee upon termination or expiration of this Agreement. Upon such termination or expiration, Licensor shall allow Licensee thirty (30) days from the date of such termination or expiration, at Licensee's sole cost and expense, to remove all of Licensee's Equipment, provided that the Space is restored by Licensee to its condition before the installation of such items, reasonable wear and tear excepted.
- b. **Failure to Remove.** Before removing any of Licensee's Equipment from the Space upon termination or expiration of this Agreement, Licensee agrees on behalf of itself and its successors and assigns to provide Licensor with reasonable advance notice of its intentions to remove such equipment. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, Licensor shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee agrees to reimburse Licensor for Licensor's actual costs of such removal and restoration. In the event Licensee fails to completely remove Licensee's Equipment from the Space or fails to restore the Space as required herein, Licensee shall continue to pay the License Fee at the rate in effect during the last month of the term, prorated for each and every day of every month during which any of Licensee's Equipment remains in the Space or on the Premises. Whether or not any or all of Licensee's Equipment is in use or functioning shall not be considered a factor when determining Licensee's License Fee payment obligations under this section.

- c. **Security Deposit.** Upon execution of this Agreement, Licensee shall provide to Licensor a security deposit in the amount of Five Thousand Dollars (\$5,000.00), which Licensor shall hold in its escrow account. The security deposit is to ensure that Licensee's Equipment will be removed and the Premises and Space restored at termination or expiration of this Agreement. In addition, the security deposit shall be used as security for the payment by Licensee of any sums due Licensor under this Agreement or of any claims, liens, or taxes which arise by reason of the installation, maintenance, or operation of Licensee's Equipment. The security deposit shall be held in an interest-bearing account, and any and all interest accruing thereto shall remain in the account. The security deposit shall not constitute liquidated damages, and Licensor's retention of all or part thereof shall not preclude Licensor from enforcing any rights or remedies under this Agreement. Within thirty (30) days after Licensee complies with its removal obligations under this Agreement, Licensor shall return any portion of the security deposit that Licensor has not retained pursuant to this paragraph.
15. **Use of Space Solely by Licensee.** Licensee acknowledges that it has been granted only a license to utilize the Space solely for the purpose of interconnection of Licensee's Equipment with the RMU Network and that it has not been granted any real property interests in the Space. Licensee further agrees that neither the Space nor any part thereof shall be encumbered in any manner by reason of any act or omission on the part of Licensee.
16. **Maintenance.** In the event that routine maintenance of the Premises is required, Licensor shall perform any such routine maintenance that will affect Licensee's use of the Space during the period from 12:00 a.m. CST to 6:00 a.m. CST (the "Maintenance Window") after making reasonable efforts to notify Licensee approximately ten (10) calendar days before commencing such work. Notwithstanding the foregoing, Licensor may perform emergency maintenance at any time, but Licensor will attempt to avoid or minimize the impact on Licensee's use of the Space; Licensor shall determine the timing and scope of all emergency maintenance actions.
17. **Notices.** All notices, requests, demands, and other communications hereunder shall be given in writing and shall be personally delivered; sent by facsimile transmission, or other electronic means of transmitting written documents; or sent to the Parties at their respective addresses by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands, or requests are as follows:

If to Licensor: Rochelle Municipal Utilities
ATTN: General Manager
cc: City of Rochelle City Manager
333 Lincoln Highway
Rochelle, IL 61068
PH: 815-562-4155
FX: 815-562-5861

If to Licensee: Follett Corporation
2233 West Street
River Grove, IL 60171
Attn: Roger Laframboise
PH (708) 437-2098
rlaframboise@follett.com

with required written copy to:

Follett Corporation
2233 West Street
River Grove, IL 60171
Attn: General Counsel, Legal Department

18. **Assignment.** Licensee shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Licensor; provided, however, upon written notice to Licensor, Licensee may assign this Agreement or any of its rights hereunder without obtaining consent: (i) to any subsidiary, parent company, or affiliate; (ii) pursuant to any sale or transfer of all or substantially all of its business; or (iii) pursuant to any financing, merger, or reorganization. Any assignment or transfer shall be conditioned upon the assignee or transferee assuming in writing all obligations of Licensee arising under this Agreement. Notwithstanding any assignment or transfer, Licensee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement without the express written consent to the release of Licensee by Licensor.
19. **Entire Agreement/Amendment.** This Agreement contains the entire agreement between the Parties regarding the subject of this Agreement. This Agreement may not be amended, altered or modified except by written agreement signed by both Parties to this Agreement.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.
21. **Severability.** If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either Party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the Parties that this Agreement be administered as if not containing the invalid provision. In the event, however, that the invalidity does materially alter the essence of this Agreement, the Parties shall use diligent efforts to arrive at a written amendment regarding appropriate modifications to the Agreement.
22. **Incorporation of Exhibits/Recitals.** The exhibits and all of the recitals above are incorporated into and form part of this Agreement.

23. **Compliance with Laws.** Each Party shall comply, at its own expense, with all applicable federal, state and local ordinances, codes, statutes, regulations and laws that relate to its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first written above.

**Licensor: City of Rochelle,
acting through Rochelle Municipal Utilities**

Name & Title: _____

Date: _____

Licensee:

 _____

Name & Title: Alison E. O'Hara, Chairman

Date: 7/9/12

EXHIBIT A

DESCRIPTION OF SPACE

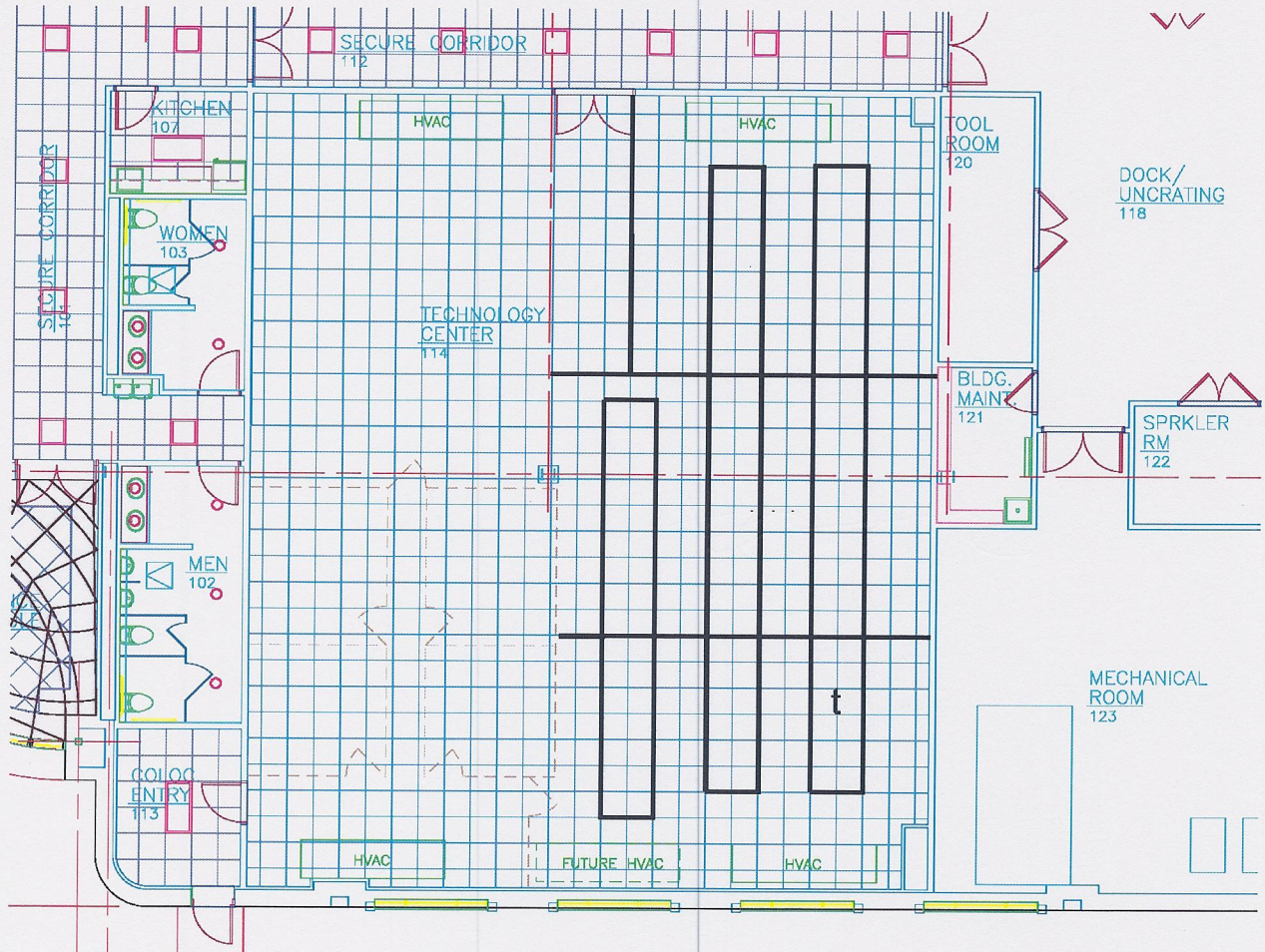


EXHIBIT C

HANDS AND EYES SERVICES

Scope

Hands and Eyes Services may include the following:

- Reseating cables.
- Reporting the status of LED indicators.
- Rebooting equipment.
- Installing new cables as requested by Licensee. (Licensee will furnish all material and/or applicable billing procedures put in place for Licensor to bill Licensee for all material.)
- Periodic testing between Licensee and Licensor to confirm compliance within the parameters established when the service commenced.
- Grooming or re-grooming of T-1's, PRI's or any other special circuits, which services will be charged at the rates defined in the rate section.

Licensee shall be responsible for any training associated with supporting the Licensee's Equipment, including the cost of the training, travel, and hourly labor rate. Licensee shall also be responsible for providing detailed installation documentation (Pac's) for each project; that documentation must be site-specific and outline all of the work requested by Licensee.

Notification

Licensee will initiate Hands and Eyes Services for support by contacting Licensor Licensee Care Group. Licensee will be responsible for identifying the type of trouble and the location requiring support. Licensor Licensee Care will open a Trouble Ticket and refer the work request to Licensor Central Dispatch. Licensor Central Dispatch will coordinate with the applicable site/oncall technician in accordance with work hour procedures in place at the time of referral. Upon arrival on site, the Licensor technician will call Licensee's contact number and will stand by for instructions. The Licensor technician will continue to work with Licensee until it is reasonably necessary to complete the job and/or until released by Licensee. The Central Dispatch Group will provide closure to Licensee upon completion. All "Call Outs" will be in accordance with the Licensor Escalation List and notification procedures.

Benchmarks for service will be mutually agreed upon and documented by Licensee and Licensor, and they will be used as a reference for all service support for the length of the Agreement.

EXHIBIT D
TECHNICAL SPECIFICATIONS FOR COLLOCATION SERVICE

Licensor Standards, Descriptions & Tasks

DC Power

- A& B DC power feeds
- Backup electrical power, including 4 to 8 hours of battery backup and emergency generator
- DC power adequate for Licensee's consumption, breaker sizes will match required DC amperage as specified in the collocation service order.
- Nominal 50 +/- 6V DC battery and charger provided by Licensor.

AC Power

- AC power is provided if available and requested by Licensee. All AC power is provided in predetermined increments based on requested site. All breakers are 80% rated, thus requiring Licensee to request breaker sized 25% larger than expected usage.
- N + 1 power with emergency generation, fully monitored with auto transfer on power failure

Environmental

- Pre-action dry pipe sprinkler system and FM200. Licensor monitors fire detection systems.
- N+1 independent cooling units.
- Facility monitored 24 X 7 with key card access available.
- Lighting. General site illumination will be provided. Specific tasks may require Licensee provided task lighting.
- Ground Bus and cable interconnect. Licensor will supply grounding conductor between the bus bar and the Licensee's collocation space.
- Overhead cable ladder.
- Interconnect signal and power cabling between Licensor and Licensee.

Licensor will maintain ambient temperature between 60-75°F with an objective of 20-65% humidity. Temperature set point is 72°F with a 2°F variation. Humidity set point is 50% with a 5% variation. General and administrative services directly relating to the provision of the above listed Collocation Services.

Maintenance

Licensor will conduct routine scheduled maintenance of its Collocation sites and network. Licensor may perform emergency maintenance at any time in the event of a mission-critical maintenance situation. Licensee acknowledges and agrees that during scheduled and emergency

maintenance periods, Licensee's Equipment may be unable to transmit and receive data, and Licensee may be unable to access the Licensee's Equipment. Licensee agrees to cooperate with Licensor during all scheduled and emergency maintenance periods.

EXHIBIT E
ROCHELLE MUNICIPAL UTILITIES TECHNOLOGY CENTER
POLICIES AND REGULATIONS

The Rochelle Municipal Utilities Technology Center ("Technology Center") will be accessible 24 hours a day, 7 days a week, except in the event of an emergency. Rochelle Municipal Utilities ("RMU") shall use reasonable efforts to provide advance notice to Licensee regarding material changes to or suspension of the hours of operation.

Licensee will assure its officers, employees, technicians, agents, representatives, subcontractors, and visitors, who are granted access to the Technology Center, comply with the policies and procedures set forth herein.

RMU may provide a kitchenette, conference room, restrooms and work area in the Technology Center. Use of any of the foregoing will be in accordance with the policies and procedures set forth herein or as posted at the Technology Center.

Licensee shall comply with all laws, orders and regulations of all governmental bodies having jurisdiction over the building and/or Licensee's activities and with all of Technology Center policies and procedures.

GENERAL RULES AND REGULATIONS

LICENSEE EQUIPMENT

Equipment Delivery & Storage

RMU will accept delivery of and store Licensee's Equipment in accordance with the guidelines set forth below. Due to limited storage space, RMU, at its sole discretion, has the right to deny or limit the amount of storage space and storage time to Licensees.

Delivery Scheduling

All Licensee deliveries must be scheduled during normal operating hours and at least 48 hours in advance with the Rochelle Municipal Utilities Network Operations Center ("NOC"), reachable at (815) 562-4155. In the event a loading dock is required for the delivery of Licensee's Equipment, Licensee shall be responsible for any applicable charges imposed by RMU, if any. If RMU has not been notified of equipment arrival, RMU will deny acceptance of shipment.

Third Party Equipment Delivery

If the equipment is delivered by a third party, the Technology Center personnel will receive it on behalf of Licensee, provided that Licensee pre-scheduled the delivery with the NOC. If RMU has not been notified of equipment arrival, RMU will deny acceptance of shipment.

Include the following packing and shipping information:

- Licensee name
- Licensee ticket number (assigned by RMU) on the shipping label
- Technology Center address
- Licensee cabinet or cage number (assigned by The Technology Center)
- Special instructions if any

Licensee shall prepay all shipments, freight, packages, etc. RMU will not accept shipments that require any payment, whatsoever. Licensee is responsible for all shipping and/or freight claims.

If the shipment is large and cannot be easily brought in to the Technology Center it is the responsibility of the Licensee to have the shipping company bring the equipment into the Technology Center.

Upon receipt of Licensee's Equipment, RMU will do the following:

- Verify that the shipment is for the Technology Center.
- Conduct a thorough visual inspection of the external packaging for possible damage.
- Inventory all boxes and verify that the carton count matches shipping receipt.
- Place the equipment in Licensee's Space or store the equipment in a secured area until Licensee's Space is ready or available in accordance with the equipment storage policy.
- Notify Licensee of receipt of all shipments, damages, or shortages, if any.

In the event of damaged external packaging, RMU will accept the equipment and indicate, "damaged shipment/freight" on the shipping receipt and request the delivery driver to countersign acknowledging delivery of "damaged shipment/freight."

In the event of a discrepancy, RMU will accept the shipment and indicate "short shipment/freight" on the shipping receipt and request the delivery driver to countersign acknowledging delivery of "short shipment/freight."

Storage

If Licensee's Equipment can be safely locked in the Licensee's Space, no storage charges will apply. However, once the initial Licensee build has been completed no spare equipment can be stored in cardboard boxes within the confines of a Licensee's Space or any portion of RMU's floor. If there is not enough storage area in a Licensee's Space, RMU will store Licensee's Equipment in a designated and secure storage area if there is space to do so at the discretion of the site Operations Manager and the NOC. Licensee will have ten (10) days in which to retrieve its equipment from the storage area from the date the equipment was delivered, after which, storage fees will apply.

All Licensee Equipment left in the Technology Center storage areas for more than thirty (30) days will be shipped to a Licensee-specified location at Licensee's sole cost and expense.

RMU is not responsible for loss or damage to Licensee equipment stored in the Technology Center or in transit if returned to Licensee.

Inventory of Equipment

RMU requires an inventory of Licensee Equipment and a description of its configuration upon execution of a Rochelle Municipal Utilities Agreement or installation. Licensee is required to notify RMU of any significant change in equipment, including, but not limited to, upgrades, reconfigurations and de-installations.

Installation

Prior to the use of the Space, Licensee shall install or have RMU install within Licensee's Space an appropriate number of (i) patch panels, (ii) DSX panels for category 6 twisted pair, coax, single and multi-mode fiber or (iii) other appropriate point of demarcation equipment number. RMU may modify the appropriate amount of demarcation equipment required by RMU from time to time in its reasonable discretion. Upon such modification, Licensee shall install or have RMU install within the Licensee's Space, the appropriate amount of demarcation equipment.

Licensee is solely responsible for any connections, wiring and items inside Licensee's Space between the demarcation equipment and Licensee's Equipment. All wiring, connections, circuitry and utility ports shall be labeled to include appropriate information in accordance with RMU standard procedure for identification purposes. Upon Licensee's request and if Licensee provides the required information, RMU shall provide such labels. However, RMU shall have no liability with respect to such labels, even if RMU provides the labels.

All cables, interconnections, demarcation equipment and wiring must be cleanly wrapped and tied together and kept within the applicable cabinet or rack within the Space Licensee in a manner satisfactory to RMU. Upon request, RMU shall assist with cleanly wrapping wiring, interconnections, Licensee demarcation equipment wiring or cables through RMU Remote Hands services. Licensee shall not permit any wiring, interconnections, Licensee's demarcation

equipment connections or cables to enter any other space outside of Licensee's cabinet, rack or Space.

Licensee shall not install any equipment that cannot be securely affixed or bolted into a cabinet or rack in a manner reasonably acceptable to RMU. Any and all equipment that is too large or heavy for a rack or cabinet (including, but not limited to large servers) shall be fastened, securely affixed or bolted directly to the floor. Licensee shall not stack or rest any equipment on any other equipment. In addition, nothing may be mounted on cage walls that may restrict the airflow through the Technology Center. No Licensee Equipment shall be placed directly on the floor. Licensee's Equipment shall be at least six (6) inches off the floor using either shelves or rack rails. No other method shall be used. (e.g. cardboard boxes to elevate equipment).

Licensee will not have the right to install any fiber optic or copper based service cables into or out of the Technology Center without express written consent of an authorized Technology Center representative. All fiber optic connections will be single mode cable unless Licensee specifies differently.

SECURITY

General

The Technology Center is physically secure and accessible to authorized Licensees 24x7x365 except during emergencies. A closed circuit television security system is located at all entrances. A card access system controls access to the Technology Center.

Licensee may not prop open any doors within the Technology Center. No one may shield his or her face in any manner from the Technology Center's security system. All Licensee employees, vendors and visitors must display their access badge or visitor badge prominently AT ALL TIMES.

Licensee shall present an "access list" of permitted employees that are allowed entry to the Technology Center and access to the Licensee Space. If Licensee wishes to grant access to an employee not on the permitted "access list," Licensee must ensure that the employee is accompanied by someone on the "access list" at all times. Licensee is responsible for all actions of its employees, contractors, vendors, and visitors.

Access/Security Badges

Upon execution of a Technology Center agreement, Licensee must also complete the RMU Security form prior to the issuance of security badges. The Security Form contains information on which Licensee employees or Licensee vendor employees are authorized by the Licensee to enter the Technology Center on the Licensee's behalf. It is the Licensee's responsibility to keep the Security Form updated at all times by contacting the NOC at (815) 562-4155 with any changes.

The standard number of security badges issued will be in accordance with the number of cabinets or amount of Space licensed by Licensee. Upon the first visit to the Technology Center, Licensee authorized personnel are required to contact RMU personnel to go through the identification and badge issuance process. All persons accessing the Technology Center will be required to show a valid driver's license or other government issued form of picture identification. Once Licensee's identification is confirmed, RMU personnel will enter the Licensee's information into the card access system. Once this process is completed, Licensee will have access to its Space and shared areas of the Technology Center without further need of assistance from RMU personnel. Licensee must have cage space to obtain access or security badges or 24/7 unescorted access to the Technology Center.

Additional and Replacement Security Badges

If a badge is lost or stolen, Licensee must contact the NOC at (815) 562-4155 immediately. A completed Security Form is required to order additional or replacement security badges and must be submitted to the NOC by fax at (815) 562-5861 for proper authentication and processing. Licensee's identification number and password will be required when requesting additional security badges due to possible additional charges. Licensees will be assessed a replacement fee for any lost badges at the then applicable rate.

Licensee Sponsored Visitors

Technology Center tours must be scheduled at least 48 hours in advance by contacting RMU at (815) 562-4155. Please allow 1 business day for confirmation of tour approval.

All visitors entering the Technology Center will be required to sign in on the visitor roster, present a valid driver's license or other governments issued form of picture identification, and sign a Nondisclosure Agreement. Licensees are required to escort their sponsored visitors in the Technology Center at all times, including entering and exiting the Technology Center.

Power

Power provided will be based solely on accepted equipment configurations as set forth on any applicable written agreement between RMU and Licensee. RMU cannot guarantee additional power for equipment reconfigurations or upgrades.

RMU may provide redundant A and B feeds for DC power. RMU may, with 24 hours notice; temporarily remove from service any individual DC power feed for maintenance of the power infrastructure. Licensee may not use a redundant power feed as an individual power feed.

All individual power runs are to be installed and maintained by RMU. Licensees may not install any batteries in the Technology Center, without express written consent of an authorized Technology Center representative.

Licensee must inform RMU immediately upon discovery of any worn, frayed or cut cables by contacting the NOC at (815) 562-4155.

To insure the safety of the Technology Center, Licensee will follow the NEC regulations on AC and DC power circuit load ratings.

All Licensee Equipment utilized in the Technology Center must meet Underwriter Laboratory ("UL") listing or a similarly recognized governing board. No soldering or open flames are allowed.

Licensees may not plug any equipment into receptacles or courtesy power outlets without the express written permission of RMU.

No equipment specifically designed to emit Radio Frequency (RF) energy is permitted to be installed in the Licensee Space or to be operated within the Technology Center without express written consent of an authorized RMU representative.

No device that is specifically designed to emit an electrical control signal on either AC or DC power lines is permitted to be installed in the Licensee Space or to be operated within the Technology Center without express written consent of an authorized Technology Center representative.

Use of Technology Center and Licensee's Space

Licensee shall maintain its Space in an orderly and clean manner and in good repair and condition, satisfactory to RMU. Licensee shall keep the Space free of litter, cartons, packing materials or packaging and related items (collectively "waste materials"). Licensee shall deposit all waste materials in designated trash receptacles that may be located in the Technology Center or within or outside of the building. Under no circumstances shall waste materials be discarded or left in the Technology Center. Licensee shall deposit all non-hazardous waste in appropriate receptacles located outside the building. RMU does not provide and is not responsible for providing receptacles for Licensee waste materials.

Licensee shall insure that its Space is in compliance with all Federal and State Occupational Safety and Health Organization ("OSHA") standards. Licensee will be responsible for all damage that may be caused by failure to comply with any OSHA standards within the space and under the Licensee's control.

Licensee, its officers, employees, technicians, agents, representatives, subcontractors and visitors shall behave in a courteous and professional manner at all times while in a Technology Center and shall do none of the following:

- Touch, alter, tamper with, adjust or repair any equipment or property of RMU or any other property (other than its own equipment inside Licensee's Space) located within the Technology Center.
- Loiter or solicit within the Technology Center, or on the grounds that the Technology Center is located.
- Do or permit anything to be done in, on or about the building that might constitute or result in a private or public nuisance or waste.
- Make any alterations, additions or improvements to the Space without the prior written consent of RMU, which shall be in RMU's sole discretion.
- Eat, drink, or smoke within the Technology Center, except in areas designated by RMU.
- Bring any weapons, "including guns, knives or mace, or alcohol, or drugs" within the Technology Center.
- Photograph, videotape or film any areas in the Technology Center or the entrances to the Technology Center.

Licensee shall not, nor shall Licensee permit others to do any of the following: (i) fail to maintain a suitable environment as specified by RMU; or (ii) abuse or fraudulently access the building or the Technology Center to obtain or attempt to obtain service by any means or device with intent to avoid payment, unauthorized access, alteration or destruction, or any attempt thereof, of any information of RMU or any other Licensee of RMU by means of device, use of any equipment in violation of the law or in aid of any unlawful act, use any equipment so as to interfere with the use of the RMU Network or RMU's Licensees or authorized users or in a manner which, in the opinion of RMU, is not in accordance with its generally accepted standards of access and use.

Licensee shall wear slip-resistant shoes while on the Technology Center floor and inform RMU technicians immediately of any unsafe Technology Center conditions of which the Licensee is aware (e.g., loose ladder racks, slick floors or electrical issues).

Each Licensee's cage and cabinet in the Technology Center is designed to provide space to an individual Licensee and RMU does not allow more than one Licensee per Licensee cage or Licensee cabinet.

Licensee agrees to safely configure, operate, and maintain Licensee's Equipment in Licensee's Space. This includes appropriate engineering and design of its equipment systems in adherence to manufacturer specifications. Failure to comply with these safety measures can result in an order to remedy or shut down unsafe equipment.

Conference Rooms

A conference room is available in the Technology Center. Licensees can reserve the conference room for periods of 2 to 4 hours by calling the NOC at (815) 562-4155. Licensees will be charged a minimum of two hours and additional hours in one hour increments. Cancellation charges shall apply if rooms are not cancelled 24 hours prior to the scheduled time.

Order Processing and Invoicing

Upon order acceptance and approval, RMU will issue a letter acknowledging the order and informing Licensee of the "Target Installation Completion Date". The Target Installation Completion date indicates when the Licensee's Space and services are "Licensee ready". Orders may have more than one Target Installation Completion Date for Space and power.

RMU's deployment team may engage Licensee during the installation planning stage at which time mutual tasks, responsibilities, and timeframes will be identified and committed with regard to the Target Installation Completion Date. Cross-connects will be billed when installed by RMU.

Licensee can request one-time services such as remote hands, conference rooms, etc., by calling the NOC at (815) 562-4155. Once a month, RMU will invoice Licensee for all fees associated with service requests performed during the prior month.

Change Orders

Changes to an executed Collocation Agreement must be made in writing using the appropriate Change Order Form and submitted to RMU. Any changes made to the initial Order Form may cause serious delays and change fees will apply. Installation fees associated with a Change Order are due and payable when the Change Order is submitted to RMU.