

ROCHELLE MUNICIPAL UTILITIES COLLOCATION LICENSE AGREEMENT

This Collocation License Agreement (“Agreement”) is made as of this 1st day of October, 2019 (“Effective Date”), by and between the City of Rochelle, acting through the Rochelle Municipal Utilities (“RMU” or “Licensor”), and, Illinois Fiber Resources Group, Inc. an Illinois not-for-profit corporation, d/b/a iFiber (“iFiber ” or “Licensee”).

RECITALS

- A. RMU owns the Rochelle Municipal Utilities Technology Center (the “Technology Center”), located at 910 Technology Parkway, Rochelle, Illinois (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”) and to interconnect Licensee's Equipment with RMU’s fiber optic network (the “RMU Network”).
- 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”) for the purpose of interconnecting Licensee's Equipment with the RMU Network; such Space is described in Exhibit A.
- b. Licensee shall sign a Collocation Services Order prepared by Licensor in cooperation with Licensee, which order shall list Licensee’s requirements for the Space. Licensor shall send Licensee a Collocation Service Order by October 1st 2019. Both parties shall execute the Collocation Service Order no later than October 1st 2019. The executed order shall be attached to this Agreement as Exhibit B.
- c. 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 of \$695.95 for use of the Space. Licensee shall make the first monthly License Fee payment at the same time that it makes the first monthly license fee payment under the Dark Fiber Agreement. The License Fee shall be prorated as necessary with each subsequent monthly payment due by the first day of each month. However, in lieu of a monthly licensing fee, Licensee shall provide Licensor and its police department with access to a closed network and the LEADs law enforcement database. Should Licensee cease providing access to the LEADs law enforcement data base, then the license fee set forth in this paragraph shall be due.
- 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. Cross-Connection Fees. Licensee shall pay \$100.00 per month for each and every cross-connection it provides to its customers at the Technology Center.
- d. 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.
- e. 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.
- f. Invoices. All invoices shall be paid by Licensee within thirty (30) days of the receipt of the invoice. All invoices must be paid in accordance with their terms without setoff or deduction.
- g. 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.**

- a. **Term.** This Agreement shall be effective on the Effective Date. The “Initial Term” and any renewal or extension terms shall be agreed upon by both parties.
- b. **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 either Licensor or Licensee upon giving prior written notice to the other party.

4. **Default/Termination for Cause.**

- a. The non-defaulting party may terminate this Agreement on giving the other party thirty (30) days prior written notice in the event any of the following occur:
 - i. 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.
 - ii. 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.
 - iii. Licensor or Licensee defaults in the performance 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.
- b. Either party may terminate this Agreement on giving written notice to the other party in the event that 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.**

- 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 (1) month's payment of the License Fee during any calendar month.

- b. Limits of SLA. The service level agreement ("SLA") guarantee for electric power provided to the Space, as set forth in Section 5.a., shall not apply in any situation where electrical outages are caused or exacerbated by conditions beyond the reasonable control of Licensor, including, without limitation, power surges or outages; Licensee or third-party acts or omissions; 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 15 below, and any other scheduled maintenance performed outside the Maintenance Window will be excluded from any measurement period.
 - c. Extended Power Outage. In the event that a power outage lasts more than five (5) days and results in the interruption of service by Licensee to its end customers ("Extended Power Outage"), Licensee may terminate this Agreement upon giving prior written notice to Licensor without further liability or obligation to Licensor, unless the Extended Power Outage results from or is exacerbated by: (i) an act or omission of Licensee, or its employees, contractors, agents or invitees; (ii) the use or failure of any Licensee's Equipment or facilities used in connection with the Licensed Fibers; or (iii) planned outages for maintenance or repair that are scheduled in advance by Licensor. Termination is Licensee's sole and exclusive remedy with respect to any Extended Power Outage.
6. Access. Licensor 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 Licensor 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, Licensor may restrict access to such areas or facilities on grounds of security, and Licensor may require that an employee of Licensor accompany Licensee's personnel or representatives. Licensor 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 Licensor 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 Licensor 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/or environmental 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 its failure of the failure of its employee, agent or contractor, to return them to Licensor.

7. **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.
8. 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.
9. 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, and employees, including RMU and its employees and board members (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.

10. **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.
11. **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.
12. **Removal of Licensee's Equipment upon Termination/Expiration.**
 - a. **Removal Required.** 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, damage by casualty and alterations by or on behalf of Licensor, excepted. 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.

- b. **Failure to Remove.** In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, following reasonable prior written notice to Licensee, 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. **Fixtures.** 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.
13. **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.
14. **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) business 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.
15. **Emergency Numbers.** A current list of emergency telephone numbers that can be reached seven (7) days per week, twenty-four (24) hours per day for emergency restoration of service outages is contained in Exhibit F, which shall be updated as necessary.
16. **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: City of Rochelle, City Manager
333 Lincoln Highway
Rochelle, IL 61068
PH: 815-562-4155
FX: 815-562-5861

If to Licensee: Illinois Fiber Resources Group, Inc. d/b/a iFiber
ATTN: Matthew Parks, Executive Director
P.O. Box 755
Sycamore, IL 60178
PH: 815-753-2720

For notice of issues or maintenance to Licensee:

NIMC@niu.edu
PH: 877-753-8100

17. **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, which consent shall not be unreasonably withheld. Consent to an 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.
18. **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.
19. **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.
20. **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.

21. **Incorporation of Exhibits/Recitals.** The exhibits and all of the recitals above are incorporated into and form part of this Agreement.
22. **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: Jeff Fiegenschuh, City
Manager

Date: _____

Licensee:

**Illinois Fiber Resources Group, Inc. an Illinois
not-for-profit, d/b/a iFiber**

Name & Title: Matthew Parks, Executive Director

Date: _____

EXHIBIT A

DESCRIPTION OF SPACE

iFiber Co-Location Space at RMU

iFiber will place a distribution node at RMU with 20 Gbps or more of bandwidth to provide redundancy, bandwidth to support economic development and access to other governments and services in the ten-county region. RMU will provide Co-Location space to iFiber with the use of one quarter of a 19" utility rack and one 20-amp outlet with battery backup at the Rochelle Technology Center at 910 Technology Parkway in Rochelle, IL. iFiber's use of the rack will be for equipment and materials for iFiber to provide services to the City of Rochelle and RMU. The following is a list items that have been placed in the RMU rack space:

1. Ciena 5150
2. Ciena 3916
3. Ciena 2150
4. Ciena 4200

EXHIBIT B
Collocation Service Order

Supported Locations	Address	City	Zip
Rochelle Municipal Utilities	910 Technology Parkway	Rochelle	61068

Services and Pricing Location	Service	Bandwidth	Yearly Cost	NRC
Rochelle Municipal Utilities	LIT Fiber Service	1 Gbps	\$8340.00	N/A
Rochelle Municipal Utilities	Ogle City to Rochelle RMU ELAN	1 Gbps	\$0.00	N/A

Equipment Provided for LIT Fiber Service access links

1. Demarcation Carrier Ethernet switch with fiber optic modules and patch cables.

Equipment Provided for leased Point-to-Point LIT Services Links

1. Point-to-point service will be provided between facilities, unless otherwise noted, with a fiber optic link terminated with industry standard SFP optical modules. The existing Dell F10 terminating equipment can continue to be used until failure or replacement with customer provided equipment.

User Requirements

1. Provide adequate space, cooling and power
2. Provide all CAT6 patch cables
3. Provide a network interface point for iFiber to connect into
4. Allow timely access to the facility for the fiber optic cable and related equipment installations



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, 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/on-call 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

Licensors 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 pre-determined 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

Environmentals

- 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 into 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 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 24 hours a day, year-round, 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 Licensee's Space. If Licensee wishes to grant access to an employee not on the 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. Licensee 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 one (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. Licensee is required to escort its 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. Licensee 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 ensure 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.

Licensee 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 Licensee's 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.

FIRE SAFETY

With respect to its use of the Premises and the Space, Licensee shall comply with the applicable provisions of the following National Fire Protection Association Standards: NFPA 75: Standard for the Protection of Information Technology Equipment and NFPA 76: Standard for the Fire Protection of Telecommunications Facilities.

USE OF TECHNOLOGY CENTER AND LICENSEE'S SPACE

Maintenance of 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 Technology Center grounds.
- 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:

- Fail to maintain a suitable environment as specified by RMU.
- Abuse or fraudulently access the Technology Center to obtain or attempt to obtain service by any means or device with intent to avoid payment.
- Alter or destroy, or any attempt thereof, any information of RMU or any other licensee of RMU 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 by 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. Licensee can reserve the conference room for periods of two to four hours by calling the NOC at (815) 562-4155. Licensee 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.

ORDERS

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 License 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.

**EXHIBIT F
LICENSOR/LICENSEE
EMERGENCY CONTACT INFORMATION**

Licensor Emergency / Escalation Contact List:

Tier	Contact	Telephone #	Alternate Number	Email address	Hours
1	RMU Network	(815) 562-3562	N/A	service@rochelle.net	8 AM to 5 PM
2	RMU Customer	(815) 562-4155	N/A		24X7
3	RMU Emergency	(815) 562-2222	N/A		24X7
4	Communications Superintendent	(815) 561-2057	(815) 713-5880	communications-superintendent@rmu.net	N/A
5	City Manager	(815) 561-2000	(815) 561-6161	citymanager@rochelleil.us	N/A

Licensee Emergency / Escalation Contact List:

Tier	Contact Name	Title	Tel. #	Cell Phone	Email Address
1	Marc Thorson	Director	815-753-4301	630-742-3165	mthorson@niu.edu
2	Matthew Park	Executive Director	815-753-2720	815-739-0233	mparks2@niu.edu
3					
4					