



Syndeo Networks, Inc.  
PO Box 833  
St. Charles, IL. 60175  
Phone: (630) 457-4218  
Fax: (630) 457-4240  
www.syndeonetwork.com

## SYNDEO NETWORKS, INC. MASTER SERVICE AGREEMENT

THIS AGREEMENT, made \_\_\_\_\_, \_\_\_\_\_, and entered into this \_\_\_\_\_, \_\_\_\_\_, by and between SYNDEO NETWORKS, INC., (“Syndeo”) and the City of Rochelle d/b/a Rochelle Municipal Utilities (“RMU”) (“User”). In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**1. Services Provided:** Syndeo hereby agrees to provide to User, subject to the terms and conditions hereinafter stated, connectivity services between the Locations shown on one or more Service Orders to be executed by the parties (hereinafter the “Connectivity Service”). User shall be responsible for the installation and configuration of all hardware and software necessary to send and receive information using the Connectivity Service, and connecting its existing systems to the Syndeo provided interfaces. The sole obligation of Syndeo is to ensure that the Connectivity Service meets the technical specifications set forth in the applicable Service Order. Syndeo may from time to time alter the means and methods by which it provides the Connectivity Service, provided that the Connectivity Service at all times meets the specifications set forth in the applicable Service Order. Syndeo may also change its service providers and equipment without notice; provided, however, that Syndeo may not make any non-emergency changes that would cause a service outage without User’s prior written consent. Syndeo’s network, including all cable and hardware shall hereinafter be referred to as the “System”. The Connectivity Service will permit User to transmit and receive data at the Transfer Rate shown on the applicable Service Order. The system shall also accommodate occasional bursts of data in excess of the specified rate, but such bursts shall not be at any guaranteed rate of transfer. User acknowledges that it is not the only customer whose data shall be transferred across the system, and that the system must accommodate data traffic from multiple users simultaneously. Syndeo makes no assurances or guarantees that User’s data shall follow a specific routing path, nor that User’s data shall be the exclusive data transferred via the system. The data transfer rates, security of the data, and other aspects of the system’s capabilities are subject to further limitations as hereinafter described.

**2. Term:** The initial term of the Connectivity Service shall be set forth in the applicable Service Order. In the absence of notice to the contrary, each Service Order shall be renewed for additional consecutive terms of one (1) year each, subject to the same terms and conditions as herein contained, as modified from time to time. In the event that either party does not intend to renew a Service Order, said party shall notify the other party in writing no less than ninety (90) days prior to the expiration of the current term. In the absence of such notice, each party shall be deemed to have consented to the renewal. User acknowledges that the prices being charged by Syndeo are calculated based on the length of the term, and therefore, User shall be obligated for the payments to Syndeo throughout the entire term regardless of the extent of User’s use of the System. This Agreement shall continue until the last to expire of all Service Orders, whereupon it shall automatically terminate.

**3. Taxes and other Fees:** Any applicable federal, state, or local use, gross receipts, excise, sales, or privilege taxes charged to or against Syndeo because of any Service(s) furnished to User (“Taxes”) shall be paid by User. Each Party shall be responsible for its own personal property and real estate taxes.

**4. Price and payment:** Unless otherwise specified in the Service Request, non-recurring charges will be invoiced by Syndeo following installation of the Service(s). User shall pay to Syndeo the periodic charges shown on the applicable Service Order. All monthly payments shall be due on or before the first day of each month and all annual payments shall be due on the annual anniversary date of this Agreement, unless otherwise specified in writing. In the event Syndeo requires payment in advance, such as for a security deposit, installation of equipment, hardware, etc., then Syndeo shall not be obligated to initiate service to User until such payment is received. If any payment is received more than five (5) days late, then User shall pay to Syndeo interest on the



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amount owed at the rate of six percent (6%) per annum through the date payment is received. In addition to the Late Fee and any other rights and remedies it may have, if User fails to pay any invoices by the Due Date, Syndeo reserves the right to: place Service Requests on hold; refuse to provide new Service(s); request a deposit and/or wire transfer for such late amount; suspend the provision of any or all Service(s) if User fails to pay any past due amounts within ten (10) days of receipt of written notice; and/or exercise any termination rights it may have under this Agreement. If Syndeo terminates this Agreement due to User's default in payment, User shall be subject to early termination liability as provided in Section 12. In addition, User shall pay to Syndeo all costs incurred by Syndeo in the collection of any amounts due hereunder, including reasonable attorney's fees.

**5. Disputed Amounts:** User shall have the right to dispute any invoiced amount User reasonably believes is incorrect (the "Disputed Amount"). Such disputes shall be resolved in accordance with the procedure below. Late Fees shall not apply for Disputed Amounts, provided User: (i) pays all undisputed charges on or before the Due Date and (ii) presents a written statement of Disputed Amounts to Syndeo within thirty (30) days of the invoice due date. In the event such dispute is resolved in favor of Syndeo, User agrees to pay the Disputed Amount within ten (10) days of resolution. In the event such dispute is resolved in favor of User, User will receive a credit for the Disputed Amount on its next invoice or within ten (10) days of resolution. In the event the dispute cannot be resolved within the time period set forth in the procedure below, (unless the Parties have agreed in writing to extend such period) the Parties are free to pursue any available legal remedies.

**6. Dispute Resolution Procedure:** Any controversy, claim, or dispute, including those related to Disputed Amounts (collectively "Disputed Claims") arising out of or relating to this Agreement (including incorporated terms), except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions, specific performance, or other equitable relief ("Equitable Claims") shall attempt to be resolved informally between the Parties using the process set forth herein.

**a. Procedure:** Within thirty (30) days of the Effective Date, each Party shall designate, by separate letter, representatives as points of contact and decision-making, if said designee is different from the individuals notified in Paragraph 23 of this Agreement. Either Party may modify the designated representative upon written notice to the other Party. Any Disputed Claims arising during the Term shall in all instances be initially referred to the Parties' designated representatives who shall render a mutually agreeable resolution of the Disputed Claim, in writing, within ten (10) business days of such referral.

**b. Additional Remedies:** In the event that any Disputed Claims cannot be resolved within the ten (10) business daytime period, the Parties may, subject to the limitations contained in this Agreement, seek any remedy available at law or equity.

**c. Continued Performance:** During the resolution of Disputed Claims as provided in this Section, the Parties shall continue in good faith to perform their obligations under this Agreement.

**7. Ownership of System and Grant of Easement:** Syndeo shall remain the sole owner of the System, and User acknowledges that it shall not receive any property interest in the same by virtue of this Agreement. User will, at its expense, keep the System free and clear from any liens or encumbrances of any kind and will indemnify and hold harmless Syndeo from and against any loss caused by User's failure to do so. If and when needed, User will grant to Syndeo an easement over and upon User's property for the purpose of installing, servicing, and maintaining the System. Said easement shall be identified and depicted with specificity and shall include the right of entry and access to any underground or overhead cable(s). Syndeo will obtain all surveys and legal descriptions for said easements at its sole expense. Syndeo shall use reasonable efforts to notify User prior to undertaking any maintenance on the System upon User's property. User shall not attempt to maintain, modify, adjust, repair, or otherwise alter the System beyond the physical demarcation point whereby the System connects to User's location.



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**8. Acceptance Testing:** Syndeo will provide User with a proposed Service Activation Date by issuing a Firm Order Confirmation (FOC) within thirty (30) business days of a Service Request executed by both User and Syndeo. User has up to five (5) business days after the proposed Service Activation Date to confirm that the Service is properly functioning. Unless User delivers written notice to Syndeo within said five (5) day period that the Service is not properly functioning, User shall be deemed to have accepted the Service as of the proposed Service Activation Date and the Service Term and billing will commence. In the event User notifies Syndeo within the time period stated above that the Service is not functioning properly, then Syndeo shall correct any deficiencies in the Service and deliver a new FOC to User, after which the process stated above will be repeated. Syndeo will provide User with a written Start of Service (SOS) notice that specifies the Service Activation Date.

**9. Default:**

**a. By User:** In the event User defaults in the payment of any sum due to Syndeo, or fails to perform any other obligation of User under the terms of this Agreement or any other agreement with Syndeo, Syndeo may immediately terminate this Agreement and/or any applicable Service Orders, and cease all service to User. Such action by Syndeo shall not release User from any payment obligation hereunder. Syndeo shall not be obligated to reinstate this Agreement, and any subsequent agreement by Syndeo to restore services to User shall be solely at Syndeo's discretion and upon such additional terms as Syndeo deems appropriate. User shall reimburse Syndeo for all costs of enforcement of the terms of this Agreement, including costs of collection and all attorneys' fees.

**b. By Syndeo:** In the event Syndeo defaults or fails to perform any other obligation of User under the terms of this Agreement or any other agreement with User, User may immediately terminate this Agreement and/or any applicable Service Orders, and cease all services with Syndeo. Such action by User shall not release Syndeo from any payment obligation hereunder. User shall not be obligated to reinstate this Agreement, and any subsequent agreement by User to restore services with Syndeo shall be solely at Users's discretion and upon such additional terms as User deems appropriate. Syndeo shall reimburse User for all costs of enforcement of the terms of this Agreement, including costs of collection and all attorneys' fees.

**10. Termination Due to Changes in Permits or Law:** In the event that (i) any certificate, permit, license, or approval applied for or issued is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority such that the costs or terms of delivery of the Service by Syndeo are materially impacted or (ii) any change in applicable law, regulation, decision, rule, or order materially increases the costs or other terms of delivery of the Service, other than by a regulation passed by the City of Rochelle's City Council that constitutes grounds for termination, Syndeo and User will negotiate, in good faith, regarding how to address the change and, in the event the Parties are unable to reach agreement within thirty (30) days after either party's delivery of written notice requesting negotiation, then that party may modify the Agreement upon written notice to the other party, to the extent necessary to address such change, or terminate the Agreement. If a party elects to modify the Agreement, the other party may terminate the affected Service by delivering written notice of termination to the other party no later than thirty (30) days after its receipt of written notice requesting negotiation.

**11. Removal of User Equipment:** Within ten (10) business days of expiration or the earlier termination of the Agreement or any Service Request, User shall remove all of its equipment and other personal property (which shall include any hardware or software licensed by User from a third party) ("User Equipment") from Syndeo property. If User fails to remove the User Equipment, Syndeo may, without prior notice to User, disconnect, remove, and dispose of User's Equipment at User's expense.

**12. Early Termination Liability:** In the event User terminates any Service Request prior to the end of the Initial Service Term for any reason other than a default by Syndeo or as otherwise expressly permitted herein,



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or if Syndeo terminates the Agreement or any Service Request as the result of an uncured default by User, User shall pay to Syndeo, as liquidated damages, a termination fee, equal to one hundred percent (100%) of the remaining monthly-recurring charges (then in effect at the time of termination) for the terminated Service(s).

**13. Payment of Fees Due Upon Termination:** In the event of any termination of the Agreement or any Service prior to the expiration of the Term, all amounts owed to Syndeo under the Agreement, including Early Termination Liability charges and unpaid amounts due for Service provided prior to the effective date of termination, shall be paid within thirty (30) days of the termination date.

**14. User Equipment:** Syndeo is not responsible for the use and compatibility of User equipment or software. In the event user equipment or software impairs User's use of access connections or Service provided hereunder, User is nevertheless responsible for payment of any and all charges associated with the Service.

**15. Incorporation of General Terms and Conditions.** User acknowledges that Syndeo publishes general terms and conditions for all customers who receive network or Internet security services. This Agreement expressly incorporates said general terms and conditions, and User agrees to be bound by the same. User further agrees that the general terms and conditions may be changed from time to time at the sole discretion of Syndeo, and that User shall be bound by any new or modified terms and conditions, except that, Syndeo may not increase the rates to be paid by User except upon the expiration of the term hereof. The general terms and conditions may be provided to User in written or electronic form, and User acknowledges that continued acceptance of Syndeo's services hereunder shall constitute sufficient consideration for the enforcement of the same. Publication of these terms and conditions via the internet or the World Wide Web, with notification to User by email of any modifications to the terms and conditions, shall constitute sufficient notice to User of any changes thereto. Any conflict between this Agreement and the general terms and conditions shall be resolved in favor of the more restrictive provision, or if none then in favor of the more recent provision.

#### **16. Assignment:**

**a. By Syndeo:** Syndeo may assign this Agreement or any applicable Service Order at any time and for any reason, with the express written consent of User, to (i) an entity that Syndeo owns or controls, (ii) an entity that owns or controls Syndeo, (iii) an entity that is under common ownership or control with Syndeo, (iv) an entity with which Syndeo shall merge or consolidate, (v) an entity that purchases that part of the Syndeo System being utilized to provide the Connectivity Service, and (vi) as part of a security interest or asset pledge. Additionally, Syndeo reserves the right to subcontract all or part of any Service Order, including the collection of any amounts due from User.

**b. By User:** User shall not assign this Agreement without the express written consent of Syndeo. User agrees that the services provided by Syndeo hereunder are for the exclusive use of User only, and that User shall not permit any additional person, company, individual, or other entity, to have access to the data transfer services, the System, or any other services provided to User hereunder. User shall not transfer, resell, gift, share, sublease or otherwise use the Connectivity Service for any purposes other than those directly related to User's internal business operations. Anyone using the System by, through, or under User's authority shall be subject to the same terms and conditions as User, and User shall be responsible for enforcing compliance with the same.

#### **17. Security and Confidentiality:**

**a. Security:** Syndeo cannot and does not guarantee the confidentiality or security of any User data, whether transmitted by or stored in Syndeo's machines, in User's machines, or elsewhere. All use of the System is at User's own risk. Syndeo exercises no control whatsoever over the availability of information or over the content of the information passing through its System and specifically denies any responsibility for the accuracy or quality of information obtained or transmitted through its services. Further, Syndeo will not be responsible for



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any loss or inaccessibility, or the consequences of any loss or inaccessibility, of data resulting from delays, non-deliveries, misdeliveries, service interruptions or disconnections howsoever caused, whether caused by Syndeo, User, or any other person or entity.

**b. Confidentiality:** Except as required by law or regulation, including but not limited to, the Illinois Freedom of Information Act and Open Meetings Act, each Party promises that while any Services are being provided and for three (3) years thereafter, it will use the other Party's Confidential Information only for the purposes of this Agreement, will not disclose it to third parties except as provided below, and will protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Notwithstanding the foregoing, the obligation to maintain the confidentiality of trade secret information shall survive as long as the information disclosed qualifies as trade secret information under applicable law. A Party may disclose the other Party's Confidential Information to its employees, agents, suppliers, and subcontractors (including professional advisors and auditors) who have a need to know and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other Party's Confidential Information as this Agreement. In any case, a Party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. In addition, information, whether or not Confidential Information, may be disclosed by a receiving Party as may be required or authorized by applicable law, rule, regulation, or lawful process provided the receiving Party first notifies the disclosing Party in order to permit the disclosing Party to seek protective arrangements. Confidential Information (including CPNI) remains the property of the disclosing Party and, upon written request of the disclosing Party, must be returned or destroyed. "Confidential Information" is nonpublic or proprietary information or materials relating to the disclosing Party or any information which the disclosing Party marks or identifies as "confidential" at the time of disclosure. If there is a breach or threatened breach of this confidentiality provision, the disclosing Party may be entitled to seek specific performance and/or injunctive or other equitable relief as a non-exclusive remedy. In the event the Parties have signed a separate confidentiality agreement which applies to the Service(s), the terms of this clause will take precedence over that agreement to the extent of any inconsistency

**18. Prior Laws and Agreements:** This Agreement is subject to the terms of contracts and licenses held by Syndeo and is subject also to all Federal, State, and Municipal laws and regulations now in force, or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission. If Syndeo determines that such contracts, licenses, or authority require that this Agreement be modified or terminated, it shall so notify the User and the parties' rights and obligations shall thereupon be changed to the extent necessary to comply with the contract, license, or authority. It is the intention of the parties hereto that the internal laws of the State of Illinois, USA (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction, of its terms and the interpretation and enforcement of the rights and duties of the parties hereto. Venue for any dispute between Syndeo and User shall be solely in the circuit court of DeKalb County, Illinois, or the federal court of the Northern District of Illinois. If during the term of the Agreement or any extensions thereof, one of the parties shall have a dispute concerning the other party's performance or failure to perform, that party will, prior to instituting any legal action, bring the dispute to the attention of the other party, which will negotiate in good faith in an attempt to resolve the dispute without resorting to legal action. In the event of any legal action between the parties hereto, the prevailing party shall be entitled to recover its attorneys' fees and court costs incurred in such action from the non-prevailing party.

**19. User's Use of System:** The User's use of the system is subject to the following conditions:

**a. Lawful Use:** The System may only be used for lawful purposes. Transmission or use of any material in violation of any federal, state, or municipal law or regulation now in force, or which may be enacted in the future; including the rules and regulations of the Federal Communications Commission is prohibited. Violations may include but are not limited to: misuse of copyrighted and patented material; the creation, transmission, or receipt of material legally judged to be threatening or obscene; or misuse of material constituting a protected trade secret.



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User is solely responsible to avoid illegal use of the System for the handling of information and material obtained therefrom or transmitted thereon.

**b. Interference:** User's use of Services shall not interfere with the use of Syndeo's Service by other customers or authorized users or the operation of Syndeo's network or equipment.

**c. Abuse of service:** If Syndeo reasonably determines, after consultation with the User, that there is an abuse of Service as defined by use contrary to section 19 above, or user is using the System contrary to any applicable Syndeo rules or policies specifically disclosed to User in advance of use of the System, Syndeo may restrict, suspend, or discontinue providing Service(s) or prevent the display or transmission of content. Syndeo will notify User before taking any such aforementioned Service restricting action, and will further attempt to limit any restriction, suspension, or discontinuance under this section to the locations, content or Services with respect to which the abuse is taking place.

**20. Indemnity:** This Agreement is made upon the express condition that Syndeo shall be free from all liabilities and claims for damages, losses, and/or suits for or by reason of any injury or damage of any kind whatsoever, to any person property, or entity, including to User, occasioned by the use or misuse of the System, or the information or material obtained therefrom or transmitted thereon, or by breach of this Agreement by User, and User hereby covenants and agrees to indemnify and save harmless Syndeo, its owner's, agents, and employees from all liabilities, charges, expenses, fees, attorney fees and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of the same. The language "use or misuse" as used in this clause specifically includes, without limitation, activity that violates any law, order, ordinance, statute, rule or regulation, whether judicial, municipal, state, or federal in nature

**21. Disclaimer of Warranties & Limitation on Damages:** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR A SERVICE ORDER, THE CONNECTIVITY SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. Syndeo DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Liability for any direct damages that may be incurred as result of the failure of Syndeo to fulfill its obligations under this Agreement shall extend only to User and shall be limited to the outage credits provided below. The maximum liability of Syndeo under any circumstances may not exceed the total amount paid by User pursuant to the applicable Service Order. IN NO EVENT SHALL SYNDEO NETWORKS BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REGARDLESS OF THE FORESEEABILITY OF ANY SUCH DAMAGES.

**22. System Maintenance:** Over the course of the Term of the agreement, maintenance to the System may be required to keep the System running optimally or to restore functionality to the System. Syndeo and the User agree to the following terms regarding System Maintenance:

**a. Preventative Maintenance:** "Preventative Maintenance" refers to upgrades and/or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the Service, including possible interruption of communications transmission capacity. Preventative maintenance shall be undertaken between the hours of 11:00 p.m. to 6:00 a.m. Central time. Syndeo will provide User at least ten (10) days' prior notice of Preventative Maintenance.

**b. Demand Maintenance:** "Demand Maintenance" is work necessary to restore service to one or more Services and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. Syndeo may undertake Demand Maintenance immediately. Syndeo shall provide notice of Demand Maintenance as soon as is commercially practicable under the circumstances.



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**c. Emergency Maintenance or Repair:** "Emergency Maintenance" is repair work not reasonably anticipated but which requires immediate action to restore network connectivity/use or to correct network conditions that are likely to cause an interruption in Service. Emergency Maintenance may degrade the quality of or cause interruptions in the Service(s). Syndeo may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance. Syndeo shall provide notice of Emergency Maintenance as soon as is commercially practicable under the circumstances, but when reasonably possible, will provide twenty-four (24) hours advance notice. Whenever prior notice is given, User agrees to acknowledge notice of the emergency event in a reasonable period of time and, in all events, User will take necessary steps to notify its key personnel in order for Syndeo to correct or repair the affected area.

**d. Maintenance & Service-Related Notifications:** Syndeo will provide User with maintenance and service-related notices by means of electronic mail notification to:

<i>Technical Firm:</i>	
<i>Technical Contact:</i>	
<i>Phone:</i>	
<i>Email:</i>	

User may contact Syndeo for maintenance and service-related issues in accordance with Syndeo's maintenance and repair contact and escalation list below.

**e.** Upon the Syndeo Network Management Center (1-630-457-4218) becoming aware of any failure, interruption or impairment, Syndeo shall use its best efforts to dispatch qualified personnel to the location of the outage within four (4) hours. At the same time, the Syndeo Operations Manager and/or Outside Plant Network Manager will be notified to assist in isolating the problem. If User requests further escalations, User will escalate as follows:

OPS/OSP Jared Kuryliw 630-300-3308

OPS/OSP Roger Engle 630-463-6331

OPS/OSP Dan Halverson 815-991-2450



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**23. Notices:** Any notices, consents, demands, requests, approvals, and other communications, with the exception of Maintenance & Service-Related Notifications, are to be given under this Agreement by either Party to the other shall be deemed to have been duly given if given in writing and personally delivered, sent by nationally recognized overnight courier service, or sent by mail, registered or certified, postage prepaid with return receipt requested, to the attention of the General Counsel of such Party at the applicable address specified in the first paragraph of this Agreement. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows

If to SYNDEO NETWORKS, INC.:

Syndeo Networks, Inc.  
310 Cardinal Dr., Suite 300  
Saint Charles, Illinois 60175

With a copy to:

Chris Cosentino  
The Cosentino Law Firm, LLC  
801 E. Main Street  
Saint Charles, Illinois 60174

If to USER:

City of Rochelle  
Attn: City Manager  
420 North 6<sup>th</sup> Street  
Rochelle, Illinois 61068

With a copy to:

Dominick L. Lanzito  
Peterson, Johnson & Murray Chicago LLC  
200 W. Adams Street – Suite 2125  
Chicago, Illinois 60606

**24. Interruption of Service:** In the event of cable failure or other disruption in the Connectivity Service, including theft or destruction of any portion of the network, Syndeo will, regardless of the hour or day of such disruption, proceed immediately and with due diligence to repair the Connectivity Service disruption or provide an alternate replacement service as quickly as is reasonably practicable following receipt of telephonic notice to Syndeo. Provided that Syndeo can repair any damage or provide an alternate service within 24 hours, Syndeo will have no responsibility or liability to User for any such disruption in the Connectivity Service(s). In the event any disruption of the Connectivity Service extends beyond 24 hours, Syndeo shall pay User an outage credit for each half-hour period of the outage, which outage credit shall be equal to 1/1440th of the monthly periodic charge actually paid by User for the Connectivity Service. In the event that any disruption of Service will extend beyond 72 hours, or in the event that more than three such disruptions of more than four hours each occur within any calendar year during the term hereof, (i) Syndeo may terminate the Service Order associated with the failed service without further liability; or (ii) User may, as User's sole and exclusive remedy, terminate the Service Order associated with the failed service without further liability. Notwithstanding the foregoing, User shall bear the full cost of repairing or replacing any Syndeo equipment which suffers any loss, theft or destruction that is caused by User or its employees, appointees, invitees, or independent contractors, or which is otherwise attributable to willful or negligent conduct by such persons or entities.

**25. Insurance Requirements:** Each Party, and any contractor employed by the Party to work on the Fiber and/or Cable, shall maintain insurance for the duration of this Agreement, and for three (3) years after the termination of either this Agreement, as follows:

\_\_\_\_\_ Customer Initial





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- a. Workers' Compensation Insurance** complying with the law of the state or states in which the services are to be provided and Employers Liability Insurance with the limits of \$1,000,000 for each accident, including occupational disease coverage with limits of \$1,000,000 for each employee, with a \$1,000,000 policy limit.
- b. Comprehensive General Liability Insurance**, including premises, operations, products and completed operations, contractual, broad form property damage, independent contractors and personal injury with the following minimum limits: Personal Injury - \$5,000,000 each person and \$5,000,000 each accident, and Property Damage - \$1,000,000 each accident.
- c. Automobile Liability Insurance** for owned, hired and non-owned autos: \$2,000,000 combined single limit bodily injury/property damage.
- d. Railroad Protective Liability Insurance** for any work within fifty (50) feet of a railroad right-of-way, with policy limits of at least \$2,000,000 each person/occurrence or such other limits as required by the Right-of-Way providers.
- e. Excess or Umbrella Insurance** applicable to all of the coverages required in this Section 10.1, except for the Workers' Compensation Insurance required in subparagraph 10.1.1 above (but such coverage shall be applicable to the required Employers Liability Insurance), with policy limits of at least \$5,000,000 per occurrence.
- f.** Upon request of a party the insurance amounts contained in this section may be adjusted by using the CPI no more frequently than upon each three (3) years anniversary of the Effective Date of this Agreement.

**26. Force Majeure:** If performance by Syndeo of any obligation under this Agreement is prevented by causes beyond Syndeo's reasonable control, including, but not limited to, the failure or malfunction of equipment, acts of God, explosions, vandalism, cable cuts, natural disasters, power failure, national emergencies, insurrections, riots, war, strike, lockouts, boycotts, work stoppages or other labor strikes, delays caused by third party vendors due to labor strikes, or any order, regulation or other actions of any governmental authority, agency instrumentality or any civil or military authority, Syndeo shall be excused from such performance on a day-to-day basis to the extent of such causes. Syndeo shall use reasonable commercial efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch. In the event that Syndeo is unable to perform under the provisions of this Agreement, payment for Services shall be suspended pending Syndeo's avoidance or removal of such causes for non-performance. Should such causes for non-performance extend for more than thirty (30) days, either party may terminate this Agreement without cause and without further penalty.

**27. Use of Name:** Neither Syndeo, nor User may make any news release, public announcement, denial, or confirmation concerning all or any part of this Agreement; or use the other's name in sales or advertising materials; or in any manner advertise or publish the fact that the Parties have entered into this Agreement; or disclose any of the details of this Agreement to any third party, including the press, without the prior written consent of the other Party, except such disclosures required by federal, state and local law. This clause does not prevent a Party from announcing the existence of the Agreement internally (e.g., to its employees and Affiliates).

**28. Miscellaneous:** The invalidity or unenforceability of any particular provision or clause of this Agreement shall not affect the other provisions or clauses hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. This Agreement shall inure to the benefit of Syndeo's successors and assigns, and their respective successors and assigns. This Agreement sets forth all of the agreements, undertakings and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the parties. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity, or entities may require. All headings are for convenience only, and shall not constitute the binding language of the Agreement. This Agreement may be executed simultaneously, including via facsimile, in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. The headings of the Articles are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the



Syndeo Networks, Inc.  
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St. Charles, IL. 60175  
Phone: (630) 457-4218  
Fax: (630) 457-4240  
[www.syndeonetwork.com](http://www.syndeonetwork.com)

terms of this Agreement. The headings of the Articles are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms of this Agreement.

**29. NOTICE REGARDING USE OF THE SYSTEM AND THE INTERNET BY MINORS:** The Internet is a worldwide network. As such, it has sites in countries around the world and even locations in the United States that may not have the same laws and standards that are in effect in the User's state and location. The information available through the System may include items of a violent or erotic nature or other items not appropriate for viewing or possession by minors. As previously indicated by the terms of this Agreement, Syndeo cannot and does not exercise any control over the information passing through its System. It is therefore the duty of the User to supervise the use of the System and the Internet by minors.

\_\_\_\_\_ Customer Initial



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BY USER’S USE AND ACCEPTANCE OF THE SERVICE, USER IS INDICATING THAT USER HAS READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**Summary of Service Order Terms:**

**#1464**

Monthly Recurring Charges: **\$ 9,200.00**

Non Recurring Charges: **\$ 2,500.00**

Services Purchased: 10 Gbps Dedicated Internet Access to AS 54240 and AS 10730 – Ref: SO/PO **#1464**

Service Term: 36 Months

PLEASE REVIEW THE ATTACHED SERVICE ORDER. BY SIGNING THIS AGREEMENT USER IS INDICATING THAT USER HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE ADDITIONAL TERMS AND CONDITIONS CONTAINED THEREIN.

The Parties have executed this Agreement as of the last date of execution below.

**Syndeo Networks, Inc.**

**City of Rochelle**

By:

By: Jeff Fiegenschuh

Print Name:

Print Name:

Title:

City Manager

Title:

Email:

Email:

Date:

Date:

\_\_\_\_\_ Customer Initial