



# SBC Custom DS1 Service Agreement

## Illinois Century Network Access

### For Non-Educational Constituents

This Agreement is entered into as of the date of the last signature hereto (the "Effective Date") between SBC Global Services, Inc., on behalf of Illinois Bell Telephone Company ("SBC"), and \_\_\_\_\_ with offices at \_\_\_\_\_ ("Customer").

*In consideration of the covenants and undertakings herein, the parties agree as follows:*

- Description of Service** - In accordance with the terms and conditions herein, SBC shall provide 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") for data and/or video transport between (i) two Illinois Century Network ("ICN") sites, (ii) between an ICN site, or ICN Central Office Multiplexer, and a non-educational constituent or (iii) between a non-educational constituent and another non-educational constituent as designated on page 3.
- Term** - The term for providing the DS1 Service corresponds to the term payment plan selected by Customer on page 3. Upon completion of the DS1 Service term, Customer may continue receiving the DS1 Service at the then-current rates under any available payment plan. If Customer does not select a new payment plan and does not request discontinuance of the DS1 Service prior to expiration of the term, the month-to-month tariff rates in effect at such time will automatically apply.
- Rates** - Customer shall pay the Monthly Charge shown on page 3, which shall not be subject to increases during the term of this Agreement. All invoices from and payments due to SBC shall be made in accordance with SBC's standard billing procedures. SBC shall waive 100% of the Nonrecurring Charge for a thirty-six (36) or sixty (60) month term.
- Applicable Tariff Regulations** - The general regulations of SBC under ICC No. 20 applicable to communications service apply to the DS-1 Service provided hereunder. The regulations of ICC No. 19, Part 15 apply to the DS-1 Service provided hereunder, unless they are inconsistent with the terms of this Agreement. In the event of an inconsistency between provisions of the tariff and the terms of this Agreement, the terms of this Agreement shall control.
- Installation and Cutover** - Consistent with the availability of certain equipment and facilities on SBC's side of the NETPOP, SBC shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the DS1 Service is substantially provided to Customer. If SBC's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, SBC shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the DS1 Service is established, Customer shall reimburse SBC for all expenses incurred in processing the order and in installing the required equipment and facilities.
- Service and Maintenance Obligations** - SBC represents to Customer that the DS1 Service will operate materially in accordance the service description set forth in the tariff. If, under normal and proper use, the DS1 Service fails to perform substantially as specified above, and Customer notifies SBC within the term, SBC shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. SBC's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides SBC with access on its side of the NETPOP so as to enable SBC to perform maintenance or repair work. In the event of an interruption in the DS1 Service, a credit allowance shall be made for the affected portion of the DS1 Service to the extent specified in ICC No 20, Part 2, Section 2; Part 15, Section 14.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST SBC, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE SHALL BE THE OBLIGATIONS OF SBC AS SET FORTH IN THIS AGREEMENT.



## SBC Custom DS1 Service Agreement

### Illinois Century Network Access

### For Non-Educational Constituents

7. **Termination for Convenience** - If Customer terminates the DS1 Service prior to expiration of the term, Customer shall be liable to SBC (1) for the difference between Customer's current Monthly Charge and the tariff rate in effect at the time of termination for the payment plan that could have been completed during the time the DS1 Service was provided, multiplied by the number of months that the DS1 Service was provided, and (2) for any Non-Recurring Charges waived at installation if the DS1 Service is terminated prior to completion of a minimum of 36 months on a 36- or 60-month Term. In addition to the foregoing, if the DS1 Service is discontinued in the 1<sup>st</sup> through 11<sup>th</sup> months the following additional charges will apply: 40% X the prevailing 12 month rate X (12 - the number of months DS1 Service was received). Charges shall become due in full immediately upon such termination.
8. **Limitation of Damages** - The liability of SBC for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the DS1 Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to SBC.
9. **Assignment** - Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of SBC which shall not be unreasonably withheld or delayed.
10. **Taxes and Additional Charges** - Customer shall remit to SBC all applicable federal, state and local taxes and all applicable municipal and state charges which arise under this Agreement unless and to the degree Customer furnishes evidence of exemption from any or all such taxes and charges.
11. **Notices** - Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally or sent by express delivery service, certified mail, postage prepaid, and addressed to the parties at the addresses set forth on the front page. Notices shall be deemed given as of the date of receipt, the next business day when sent via express delivery service or three (3) days after mailing in the case of U.S. mail.
12. **Publicity** - Neither party shall identify, either expressly or by implication, the other party or its corporate affiliates or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.
13. **Severability** - If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
14. **Waiver** - Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
15. **Breach** - Either party may terminate this Agreement, or an appropriate portion of this Agreement if such breach does not affect the entire Agreement, immediately following written notice in the event the other party is in defaults as to any of its material obligations hereunder, provided (a) the defaulting party receives notice of termination containing a reasonably complete description of the default, and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.
16. **Entire Agreement** - This Agreement and the applicable tariff are the complete agreement between the parties and supersede any discussions, representation or proposals, written or oral, concerning the DS1 Service. This Agreement may not be modified except by a writing signed by both parties.
17. **Jurisdiction** - Based on FCC Rules and Regulations, the attached pricing is offered via the SBC state tariff and is based on customer acknowledgement and certification to SBC that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the DS1 service.



# SBC Custom DS1 Service Agreement

## Illinois Century Network Access For Non-Educational Constituents

<b>Order Type</b> New Install   Renewal	
	<b>Requested Installation Date</b>
Term Payment Plan/Monthly Charge: <b>36 Months</b>	Term Payment Plan/Monthly Charge: <b>60 Months</b>
<b>LDCs @ \$112.50 ea x</b> (Qty) =      Subtotal <b>CMTs @ \$18.75 ea x 2 =</b> Subtotal <b>CM @ \$6.50 ea x</b> (Qty) =      Subtotal Or ≥ 30 miles \$6.50 X 30 = <u>\$195.00 Subtotal</u>	<b>LDCs @ \$98 ea x</b> (Qty) =      Subtotal <b>CMTs @ \$13.50 ea x 2 =</b> Subtotal <b>CM @ \$5.65 ea x</b> (Qty) =      Subtotal Or ≥ 30 miles \$5.65 X 30 = <u>\$169.50 Subtotal</u>
<b>Total:</b>	<b>Total:</b>
Nonrecurring Service Charges Waived \$	
Circuit Location Addresses: _____ _____	

*Your signature acknowledges that you understand and accept the terms and conditions for SBC DS1 Service and that you are authorized to make the commitments under this Agreement.*

### CUSTOMER

\_\_\_\_\_  
*Authorized Customer Signature*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Billing Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Existing Billing Account Number (if applicable)*

### SBC

\_\_\_\_\_  
*Authorized SBC Signature*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Date*

Sales Information	Order Information
Channel:	Order Center:    AIPC    ABSC
Name:	Center Location:
Phone:	Promotion Code:    NE36    NE60
Fax:	