

### **Third Agreement to Extend Dedicated Connections Agreement**

This Agreement to Extend Dedicated Connections Agreement (“Agreement”) is made on the \_\_\_\_ day of October, 2018 by and between the City of Aurora, a municipal corporation hereinafter “Customer” and Urban Communications, Inc. an Illinois corporation hereinafter “Urbancom.net.” Unless otherwise indicated, all definitions used in this Agreement will have the same meaning ascribed to them in the Dedicated Connections Agreement as defined below.

Whereas, on August 14, 2007 Urbancom.net and Customer first entered into a certain Dedicated Connections Agreement to provide high speed internet access to the City of Aurora. A copy of that Agreement is attached as Exhibit A. The Agreement was then extended by written agreement dated June \_\_, 2012. A copy of the Extension Agreement is attached as Exhibit B. That agreement was further extended by an agreement executed on October 29, 2015 attached as Exhibit C.

Whereas the services are set to expire pursuant to the terms of that Extension Agreement on or about October 31, 2018.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Urbancom.net and Customer agree to the terms of this Third Amended Agreement to extend the term with the provisions as set forth below.

1. The duration of the Agreement set forth in paragraph 2 shall be amended to be extended for an additional 36 months from the end of the current term through 11/1/2021.
2. The provisions of Access services shall be amended as follows:
  - a. Dedicated User Bandwidth of 1000 Mbps/1000 Mbps shall be provided, with a contract term price of \$ \$63,000.00, payable in quarterly installments of \$5,250.00.
  - b. Network & BGP Setup Charge was a one-time charge which is no longer applicable.
  - c. Support not directly related to Urbancom issues will be on a Time and Materials rate of: Sr. Network Engineer billed at \$225.00/hr., Field Engineer billed at \$150.00/hr. and Support Engineer billed at \$125.00/hr. Material and other services to be billed at our standard then applicable rates for those items at the time service is to be rendered. Support calls related to Urbancom issues will be at no charge. Issues arising from causes on the customer network, or any sub-customers or trouble shooting of issues resulting from issues outside of our network or outside of Urbancom.net direct control, or other general network consulting questions will be billed on a Time and Materials basis. Those issues shall include any issues that may arise by virtue of the use of the fiber connection between Orchard Road and Oak Brook.

3. Urbancom agrees that the pricing provided to the City of Aurora will be the lowest price provided to any other Urbancom customer for like terms. In the event that Urbancom offers any other customer similar services at a lower price Urbancom agrees to offer the services to the City of Aurora at a comparable price.

7. Urbancom shall provide the following Service Level Agreement (SLA):

a. Urbancom shall provide 99.999% uptime to City of Aurora on the Urbancom network. Our guarantee of latency is <10 ms avg. packet loss of <.1% on our network.

b. Urbancom will utilize tools which the City of Aurora shall provide to monitor bandwidth testing on the Urbancom's network.

8. Urbancom shall provide Quality of Service from the core to the edge equipment.

9. This contract amendment supersedes the 2015 previous contract amendment.

Customer: City of Aurora

Urban Communications, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Edmund G Urban III

Attested: \_\_\_\_\_

Title: President

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**urbancom.net**

Urban Communications, Inc.  
 5320 West 159th Street Suite 503  
 Oak Forest, IL 60452-3335  
 Phone: 708/687-2090  
 Fax: 708/687-8786  
 www.urbancom.net

**Dedicated Connections Agreement**

**Customer Name:** City of Aurora  
**Install Address:** Illinois Toll Highway Authority ROW & Lealand Tower  
**Billing Address:** 44 East Downer Place  
 Aurora, Illinois 60507

**Phone & Fax:** 630-844-3735  
**Billing Contact:**  
**Tech Contact:** Ted Beck  
**Phone & Fax:**  
**Tech E-Mail:** tbeck@aurora-il.org  
**Billing E-Mail:**

**Urban Communications, Inc. Access Service:**

Qty.	Service	Quarterly Price	Extended Price
1	Dedicated User Bandwidth (Monthly) 100 Mbps/100 Mbps Contract term price \$ 450,000.00 payable in quarterly installments.	\$ 22,500.00	\$ 450,000.00
1	Network & BGP Setup Charge *(ONE TIME CHARGE)	\$ 3,500.00*	\$ 3,500.00
1	Network Management Base Charge Contract term price \$ 23,940.00 payable in quarterly installments.	\$ 1,197.00	\$ 23,940.00

**Equipment and Additional Services:**

Qty.	Service	Tax	Price
1	Installation & Hardware (See Attached Proposal) Exhibit B	\$ 0.00	\$ 59,898.00

**Connection Speed:**

Dedicated bandwidth of 100 Mbps. URBANCOM.NET will provide BGP peering for customer's IP network with the Urbancom.net network Customers connection with ICN.

**Base Network Management Description:**

URBANCOM.NET will charge a base management fee as set forth above.

URBANCOM.NET will manage the switches, routers and hardware providing bandwidth transit on the fiber optic link between URBANCOM.NET's location at Illinois Toll Highway Authority Plaza 51 and the cabinet to be installed at Tollway Plaza 64. URBANCOM.NET will manage the Dragonwave microwave link to be installed on the Tollway Plaza 64 tower and the City's boarder router to be located at customer location at the Lealand Tower in Aurora.

This fee will cover monthly monitoring, statistical reports and network maintenance on the transit. This will cover up to 3 hours monthly in office engineering time relating to assistance provided to Customer with BGP and other network and router maintenance, including Cisco IOS updates on the router, and 24/7 monitoring of the fiber link and Microwave link. Customer will be notified via e-mail page of any outages on the monitored segment. Customer will be advised of an ETA on any necessary repairs.

Any required onsite repairs and service or in office consulting over a base of 3 hours per month will be billed at \$125.00/hr. plus materials for work performed on Customer owned facilities. Customer will be notified via e-mail if it is anticipated that any onsite repairs, services or office consulting services will exceed the base three hour time period. No overage charges will be incurred during the initial set-up installation beyond the flat fees set forth herein.

Customer will require an AS Number assigned by ARIN for BGP peering. ARIN setup charge is \$500.00 to be paid directly by customer.

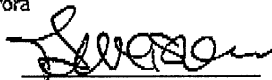
Access Services	\$ 23,697.00	Installation & Hardware	\$ 63,398.00	Total Initial Charge	
				Due At Signing	\$ 87,095.00

QUARTERLY INSTALLMENT PAYMENT \$ 23,697.00 BILLING CYCLE:  MONTHLY  QUARTERLY  ANNUAL

CUSTOMER City of Aurora

URBAN COMMUNICATIONS, INC.

Signature:



Signature:



Printed Name:

THOMAS J. WEISNER

Printed Name:

Edmund G. Urban III

Attested:

Cheryl M. Tonhoff

Title:

President

Date:

8-16-07

Date:

8/16/07

## URBAN COMMUNICATIONS, INC., DEDICATED CONNECTIONS AGREEMENT

This DEDICATED CONNECTION AGREEMENT (the "agreement") is entered into this 14th day of August 2007, between Urban Communications, Inc. hereinafter ("URBANCOM.NET") and City of Aurora, hereinafter ("Customer").

1. URBANCOM.NET shall provide Customer a standard TCP/IP Ethernet connection at URBANCOM.NET equipment cabinet located at Illinois Toll Highway Authority Plaza 51 with routable IP addresses consisting of up to a "Class C" block of IP space. Customer understands that said block is not transferable and remains property of URBANCOM.NET and use of said block shall be relinquished at the end of this Agreement. In the event that Customer desires to obtain a block of IP's from ARIN, and meets the ARIN justification URBANCOM.NET will route those IP addresses for Customer.

The connection will be at the upstream and downstream bandwidth (the "Connection") as set forth above. Customer shall pay URBANCOM.NET the sum as set forth herein during the term hereof plus a one time installation fee as set forth above. All initial fees shall be due upon URBANCOM.NET turning up the connection and passing traffic to customer.

2. This agreement shall commence on the date the Connection is activated (the "Activation Date") which shall be on or before **10/01/2007** for a term ending on **10/01/2012**, at which time this agreement shall automatically renew for like successive terms unless terminated by sending written notice to the other party at least 60 days but no greater than 90 days prior to the end of the initial contract term or any renewal thereof. The renewal rate shall be adjusted by an amount equal to the increase in the amount of the Consumer Price Index ("CPI") as determined by the United States City Average of all items since the commencement of the prior term. All other terms and conditions of the agreement shall remain in force. Customer acknowledges that circumstances beyond the control of URBANCOM.NET may cause a delay in installation of service, in which case, the term of this Agreement shall commence on the date the Connection is activated. The starting and ending dates set forth in this paragraph above shall be modified to conform to the actual activation date.

3. In the event customer requests and URBANCOM.NET provides additional network services not set forth in this agreement or consultation services, those services will be provided at a rate of \$65.00 per hour for wiring technician, \$85.00 per hour for Network Technician and \$125.00 for Senior Network Engineer, payment for services shall be due within 60 days of presentation of invoice.

4. Customer understands that the connection to the Internet is an always-on connection to a public network and that unless a firewall is installed at the customer's location, the customer's computers could be accessible to unauthorized access. URBANCOM.NET reserves the right to limit, block or restrict users to certain TCP/IP or UDP ports on the system when in its sole discretion it becomes necessary to prevent an adverse effect on other users or the network. URBANCOM.NET will make reasonable efforts to advise Customer of the actions taken and work with Customer to remedy any such adverse effects, which necessitated the action. If such action is taken it will be done in order to protect the integrity of the URBANCOM.NET and customer networks. URBANCOM.NET shall advise Customer as promptly as practicable of any network intrusion it has observed in customer's network. Nothing herein shall require URBANCOM.NET to proactively monitor Customer's network, unless those services are contracted for and agreed to in writing.

5. Customer will be invoiced in advance, for the next period's service. All payments are due within 60 days after the date of such an invoice, but in no event shall be paid later than the start of the service period. If Customer fails to pay any charge when due, including, but not limited to, installation charges or taxes, or if Customer fails to perform or observe any other material term or condition of this Agreement, or if Customer provides false or inaccurate information which is required for the provision of the Service or is necessary to allow URBANCOM.NET to bill Customer for the Service, Customer shall be in default. URBANCOM.NET after notice of default and 10 business days for customer to cure, URBANCOM.NET may suspend or terminate the Service to Customer under these conditions. Any payment not received within sixty (60) days of the Invoice date will accrue interest at a rate of one and one half percent (1½ %) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments, URBANCOM.NET may, upon written notice to Customer may require other assurances to secure Customer's payment obligations hereunder. In the event Customer believes that they have a basis for withholding funds, due to a breach on the part of URBANCOM.NET, Customer must notify URBANCOM.NET of such breach and request a credit for services within 10 days of the alleged breach, for which payment is being withheld.

6. If Customer terminates this Agreement anytime after implementation, but before expiration, Customer acknowledges that URBANCOM.NET may suffer damages for which customer may be liable. Customer may terminate without penalty if URBANCOM.NET notifies customer that due to technical reasons URBANCOM.NET is not able to deliver service to customer. Customer may terminate this agreement, without penalty for substantial non-performance by URBANCOM.NET provided that URBANCOM.NET is provided written notice of the alleged deficiency and given 10 business days to cure the deficiency.

7. URBANCOM.NET will make reasonable efforts to provide continuous, uninterrupted, and expedient, error-free Service to Customer. URBANCOM.NET shall provide customers a pro-rata service credit equal to three times the actual outage period for any outage which exceeds thirty minutes, provided a request for such credit is made in writing, or via email, within seven days of the outage. No credit will be provided for outages caused by disruption of the fiber optic pairs on the Illinois Toll Highway Authority. Under no circumstances shall URBANCOM.NET be liable to Customer or any other person or entity for any special, incidental, consequential or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement Services. In no event shall URBANCOM.NET's liability exceed the pro-rata charges for that month. Regularly scheduled required maintenance windows will not qualify for such service credit. In order to limit impact to users URBANCOM.NET will use good faith efforts to notify customer prior to maintenance and to conduct such work between Midnight and 6:00 AM.

8. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, URBANCOM.NET HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY. URBANCOM.NET DOES WARRANT THAT THE PERFORMANCE OF THE NETWORK SHALL BE EQUIVALENT OR EXCEED THE PERFORMANCE STANDARDS OF THE INDUSTRY.

9. URBANCOM.NET MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE SERVICE, AND Customer UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT Customer's OWN RISK AND THAT IT IS Customer's RESPONSIBILITY TO

**SAFEGUARD Customer's DATA AND Customer's NETWORK.**

10. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, actions by any Federal, State, Local or Municipal Government and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, URBANCOM.NET does not guarantee continuous or uninterrupted service and reserves the right from time to time to limit or disrupt service. URBANCOM.NET will advise Customer of any such outage and advise Customer of the status of restoration services. URBANCOM.NET will take all commercially reasonable steps in order to provide Customer with service and restoration of any service which has been disrupted. URBANCOM.NET reserves the right to terminate the delivery of service if at any time in its sole determination that it has a lack of sufficient transmission facilities to provide the contracted service. In the event that URBANCOM.NET exercises their right to terminate service due to lack of sufficient transmission facilities, URBANCOM.NET shall provide at least 10 business days notice of that termination.

URBANCOM.NET shall not be responsible for damages, delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

11. This Agreement is entered into the State of Illinois. The parties agree that any dispute arising under this Agreement shall have its venue in Kane County, Illinois and any such dispute shall be governed by and construed in accordance with the laws of the State of Illinois.

12. URBANCOM.NET may upon written notice and consent, which shall not be unreasonably withheld, assign this Agreement and all of URBANCOM.NET'S rights, title, and interest herein shall inure to the benefit of such assignees, its successors and assigns. This Agreement shall be assignable by Customer with the written consent of URBANCOM.NET, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Except as otherwise required by law, neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, URBANCOM.NET may refer to Customer or the end users as its customer. Customer or its users may refer to URBANCOM.NET as its upstream provider.

14. Any notices to URBANCOM.NET and shall be sent via US Mail to Edmund G. Urban III, President, Urban Communications, Inc., 5320 West 159th Street, Oak Forest, Illinois 60452.

15. Customer may not resell the Services to third parties, without the written consent of URBANCOM.NET. URBANCOM.NET shall not have any obligation or liability to Customer or to any third party for any unlawful or improper use of the Service nor have any duty or obligation to exercise control over the use of, or the content or information passing through the Service to Customer. URBANCOM.NET acknowledges and approves the re-sale of bandwidth by the Customer to Kane County and to MetroFi, Inc. under this agreement. Customer shall provide copies of all peering agreements and bandwidth, resale or use agreements for Urbancom's approval under this agreement. Nothing in this agreement shall prohibit URBANCOM.NET from selling other and additional services to any of Customer's users.

16. Customer shall provide quarterly usage projections and information on number of users, so as to assist URBANCOM.NET in properly provisioning for future growth. Customer shall be responsible for obtaining this usage information from their users or customers, or may by agreement of the parties allow URBANCOM.NET to directly obtain that information from any such users.

17. During this agreement Customer shall maintain Insurance Coverage with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and provide a certificate naming Urban Communications, Inc. and Urbancom.net Fiber Networks, Inc. URBANCOM.NET shall maintain insurance coverage naming the City of Aurora as a Certificate Holder with liability limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and a general aggregate of no less than Two Million Dollars (\$2,000,000.00) and workers compensation employers liability of \$500,000.00.

18. Customer agrees that it will use the Service(s) only for lawful purposes and in accordance with this Agreement. URBANCOM.NET'S network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. Customer will comply at all times with all applicable laws local, state, national, or international law and the Rules and Regulations, as updated by URBANCOM.NET from time to time. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by URBANCOM.NET to be inappropriate or improper such as bulk e-mail messages. The Acceptable Use Policy is incorporated herein and made a part hereof by this reference, and attached as Exhibit A. Customer agrees that he has received, read and understands the current version of the Rules and Regulations. The Rules and Regulations contain restrictions on Customers and Customer's users' online conduct (including prohibitions against unsolicited commercial email) and contain reasonable and appropriate financial compensation for violations of such restrictions. Customer agrees to comply with such restrictions and, in the event of a deliberate or intentional failure to comply, Customer agrees to pay the reasonable and appropriate financial compensation in accordance with the Acceptable User Policy. Such appropriate financial compensation is intended to compensate URBANCOM.NET for financial losses suffered as a result of the violation. URBANCOM.NET will work with Customer in identifying any of Customer's users who may be violating any provision of the Acceptable Use Policy or this agreement. Customer will take all reasonable action, to the extent permitted by law, to remedy any violation of the Acceptable Use Policy by Customer's users or prohibit the continued use of the service by that user. To the extent permitted by law Customer will assist URBANCOM.NET in terminating any violation of the Acceptable Use Policy by any of Customer's users, and identifying such user.

**19. Management and Use of Fiber between Tollway Plaza 51 and Tollway Plaza 64 (Orchard Road Tower)**

- A. In furtherance of this agreement Customer has entered into a 20 year IRU Irrevocable right of use of a strand of fiber optic cable running on the Illinois State Toll Highway authority right of way between the URBANCOM.NET cabinet at Tollway Plaza 51 and Tollway Plaza 64 (Orchard Road Tower) ("fiber pair").
- B. Customer shall pay the initial payment to the Illinois State Toll Highway Authority and annual maintenance charges to the Tollway contractor Adesta.
- C. URBANCOM.NET shall during the term of that IRU shall manage the routing equipment on that segment of fiber, as further consideration for payment by the City of the monthly maintenance fees as set forth above in this Dedicated Connections Agreement, and without any additional or further payment by the City, subject to annual adjustments for cost of living under the same terms as provided under the fiber maintenance contract which the Customer has with the Illinois Toll Highway Authority. That amount being the Consumer Price Index ("CPI") as determined by the United States City Average of all items.
- D. In exchange for the services provided and for the sum of \$10.00 (Ten Dollars) and other valuable consideration URBANCOM.NET is granted an irrevocable right of use to utilize a portion of the unused capacity on the fiber pair subject to the following terms and conditions.
  1. URBANCOM.NET shall be permitted to use up to 1/3 of the capacity on the fiber pair. Which capacity is currently at 1000 Mbps.
  2. URBANCOM.NET shall be permitted to expand that capacity by the installation of new technology at its own cost to increase the speed of the link beyond 1000 Mbps. URBANCOM.NET shall advise Customer of any proposed changes so that a technical review

can be completed to insure that no negative or adverse consequences will result to Customer. If any such negative consequences should result, URBANCOM.NET shall immediately rectify the problem at its own expense, so as to restore the service to the status quo ante.

3. URBANCOM.NET shall be permitted to install at its own cost intermediary splice points between Tollway 51 and Tollway 64 locations to provide other exit points on the fiber, or to connect additional fiber, at URBANCOM.NET's own cost at the cabinet to be installed at Tollway Plaza 64.
4. URBANCOM.NET's usage of the fiber pair shall be an irrevocable right of use subject only to the terms and conditions of the agreement with the Illinois Toll Highway Authority.
5. In the event that Customer should abandon the use of the fiber pair before the end of the 20 year IRU with the Illinois Toll Highway Authority, URBANCOM.NET may at its option continue the annual maintenance fees to continue the operation of the fiber pair to service other URBANCOM.NET customers. In the event that URBANCOM.NET shall execute the option to continue the operation of the fiber as provided in this subparagraph, URBANCOM.NET does hereby indemnify and hold harmless the City of Aurora with respect to any and all losses and damages and attorney's fees of costs which may be incurred as a result of the use of the abandoned fiber pair by URBANCOM.NET. Customer shall take the necessary action upon abandonment of the fiber to assign their agreement with the Illinois Toll Highway Authority to URBANCOM.NET.
6. In the event that URBANCOM.NET installs additional equipment at its own expense in order to increase bandwidth capacity on the fiber link, URBANCOM.NET shall be permitted to increase its percentage of use of the capacity to 50%, provided that Customer shall have available a 500 % increase in capacity over the current capacity of the link.
7. The terms of Paragraph 19 for the use and management of the fiber pair shall extend beyond the term of the initial five year term of this Dedicated Connections Agreement and any extensions thereof, of the agreement for the purchase of Bandwidth, for the full 20 year period of the IRU between the Illinois Toll Highway Authority and the City of Aurora.

## Exhibit A

### Urban Communications, Inc. ("Urbancom.net") Acceptable Use Policy

This Acceptable Use Policy ("AUP") set forth below defines acceptable practices while using any of Urbancom.net services over the Urbancom.net network (the "Service"). By using the Service, you acknowledge that you and your users (collectively "Customer") have read, understood, and agree to abide by the AUP.

Urbancom.net does not monitor on-line content; nevertheless, Urbancom.net may suspend Service in order to remove content that Urbancom.net reasonably deems to be in violation of the AUP. The AUP applies to e-mail, USENET postings, chatting, and browsing, as well as other IP Protocols, pursuant to the provisions of this AUP.

Customer shall not use the Services for any unlawful purpose. In the event Urbancom.net is notified of the existence of child pornography being transmitted over the Urbancom.net network, Urbancom.net may immediately suspend Service, or block those sites. In the event Urbancom.net is notified of a violation of the Digital Millennium Copyright Act ("DMCA"), Urbancom.net will forward such complaint onto Customer. Customer will be expected to abide by the takedown and notice procedures set forth in the DMCA. Customer expressly indemnifies Urbancom.net from any damages from Customer's failure to abide by the DMCA. Urbancom.net may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who are or who thereafter continue to be repeat copyright infringers.

Customer shall not intentionally or knowingly access accounts, servers, websites, data, open mail relays, hardware or software to which Customer has no legal rights to access.

Customer shall not knowingly or intentionally engage in any kind of fraudulent transaction or conduct over the Urbancom.net network.

Customer shall not knowingly or intentionally transmit or disseminate unsolicited commercial e-mail (UCE), or unsolicited bulk messages (Spam), including advertisements, informational distributions, and charitable or other solicitations. Nor shall Customer knowingly or intentionally utilize UCE or Spam to promote or benefit any sites or businesses that are located on the Urbancom.net network, nor to knowingly or intentionally collect responses from UCE or Spam regardless of whether sent over the Urbancom.net network.

Customer may not send or attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than Customer for purposes of deception. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information, including the domain name is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify Customer's identity in connection with use of the Service is prohibited.

Customer shall not knowingly or intentionally transmit or disseminate material that contains a virus, worm, Trojan Horse, or other harmful component(s). Customer is responsible to keep their machines updated with current anti-virus software.

All postings to USENET groups must comply with that group's charter and other policies. Users are prohibited from cross posting to unrelated news groups or to any news groups where the post does

not meet that group's charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited by charter), is prohibited.

Urbancom.net implements DNS name resolving servers in each market for the purpose of providing DNS name resolution services ("DNS Service") to our direct customer base. Customer is not permitted to resell this DNS Service or to package it into a service or product that will in turn be resold to third parties. In addition, the DNS Service is to be used for the sole purpose of DNS name resolution. Customer is not permitted to query the DNS Service for any purpose other than a specific information request for use by Urbancom.net direct customer and not to be-reused by a customer of Urbancom.net direct customer, except when used for troubleshooting and diagnostics.

If Customer violates any provision of this AUP, Urbancom.net reserves the right to suspend the Service. In most cases, Urbancom.net will attempt to notify Customer of any activity in violation of the AUP and request that Customer immediately cease such prohibited activity. However, in cases where the integrity of the Urbancom.net network is materially and substantially threatened or in cases involving requests from law enforcement or governmental agencies or court orders, Urbancom.net reserves the right to suspend Customer's Service without notification. In addition, Urbancom.net may take any other appropriate action, legal or otherwise, against Customer for violations of the AUP, including termination of the customer agreement and/or service order form signed by Customer. Urbancom.net will provide customer reasonable notification and opportunity to cure any violations under this agreement before suspending services. Customer understands that where Urbancom.net believes that exigent circumstances exist which could cause damage or injury to customer or other Urbancom.net customers, Urbancom.net may take such steps as it believes are commercially reasonable and immediately advise Customer of the actions taken.

Customer Received



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## **Agreement to Extend Dedicated Connections Agreement**

This Agreement to Extend Dedicated Connections Agreement ("Agreement") is made on the \_\_\_\_ day of June, 2012 by and between the City of Aurora, a municipal corporation hereinafter "Customer" and Urban Communications, Inc. an Illinois corporation hereinafter "Urbancom.net." Unless otherwise indicated, all definitions used in this Agreement will have the same meaning ascribed to them in the Dedicated Connections Agreement as defined below.

Whereas, on August 14, 2007 Urbancom.net and Customer entered into a certain Dedicated Connections Agreement to provide high speed internet access to the City of Aurora. A copy of that agreement is attached as Exhibit A.

Whereas certain services are set to expire pursuant to the terms of that agreement on or about October 31, 2012.

Whereas the City of Aurora issued a certain RFP for certain additional internet services and Urbancom.net responded to that RFP.

Whereas the parties agree to modify the certain terms of this agreement to increase the bandwidth to be provided.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged Urbancom.net and Customer agree to amend the agreement and extend the term as set forth below.

1. The duration of the agreement set forth in paragraph 2 shall be amended to be extended for an additional 36 months from the end of the current term through 11/1/2015. The parties agree that Urbancom.net may commence the service under this agreement at an earlier date agreed to by the parties, however the ending date of the term shall be no earlier than 11/1/2015.

2. The provisions of Access services shall be amended as follows:

- a. Dedicated User Bandwidth (Monthly) 100 Mbps/100 Mbps shall increase to 1000 Mbps/1000 Mbps contract term price \$360,000 payable in quarterly installments of \$30,000.00.
- b. Network & BGP Setup Charge was a one time charge which is no longer applicable.
- c. Network Management Base administrative charge \$399.00 monthly contract term price \$14,364.00 payable in quarterly installments of \$ 1,197.00.
- d. Hardware proposal to be attached as Exhibit B.

3. Urbancom agrees that the pricing provided to the City of Aurora will be the lowest price provided to any other Urbancom customer for like terms. In the event that Urbancom offers any other customer similar services at a lower price Urbancom agrees to offer the services to the City of Aurora at a comparable price.

4. Urbancom will assist the City of Aurora's IT staff in completing the necessary forms to obtain an AS number for the City. All ARIN annual charges will be directly billed to the City by ARIN.

5. Urbancom shall provide the City with public DNS service at no additional charge.

6. Urbancom will assist the City's IT staff in preparing an application to ARIN for a public Class C block of IP Addresses to be owned by the City of Aurora. The application must include an audit prepared by the City on forms as required by ARIN and meet ARIN's justification standards. The application must be made by a POC for the entity and not by Urbancom per ARIN's rules. IP allocations are subject to ARIN's availability of space and their requirements.

7. Urbancom shall provide the following Service Level Agreement (SLA):


a. Urbancom shall provide 99.999% uptime to City of Aurora on the Urbancom network. Our guarantee of latency is <10 ms avg. packet loss of <.1% on our network.

b. Urbancom will utilize tools which the City of Aurora shall provide to monitor bandwidth testing on the Urbancom's network.

8. Urbancom shall provide Quality of Service from the core to the edge equipment.

Customer: City of Aurora

Urban Communications, Inc.

Signature: 

Signature: \_\_\_\_\_

Printed Name: Esther Sanders

Printed Name: Edmund G Urban III

Attested: \_\_\_\_\_

Title: President

Printed Name: \_\_\_\_\_

Date: August 9, 2012

Date: \_\_\_\_\_

## **Second Agreement to Extend Dedicated Connections Agreement**

This Agreement to Extend Dedicated Connections Agreement ("Agreement") is made on the 26<sup>th</sup> day of October, 2015 by and between the City of Aurora, a municipal corporation hereinafter "Customer" and Urban Communications, Inc. an Illinois corporation hereinafter "Urbancom.net." Unless otherwise indicated, all definitions used in this Agreement will have the same meaning ascribed to them in the Dedicated Connections Agreement as defined below.

Whereas, on August 14, 2007 Urbancom.net and Customer first entered into a certain Dedicated Connections Agreement to provide high speed internet access to the City of Aurora. A copy of that Agreement is attached as Exhibit A. The Agreement was then extended by written agreement dated June \_\_, 2012. A copy of the Extension Agreement is attached as Exhibit B.

Whereas the services are set to expire pursuant to the terms of that Extension Agreement on or about October 31, 2015.

Whereas, keeping in mind the upcoming termination date, the City of Aurora issued a request for formal quotes for certain additional internet services, and Urbancom.net responded to that quote request at the lowest quoted rate.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Urbancom.net and Customer agree to the terms of this Second Amended Agreement to extend the term with the provisions as set forth below.

1. The duration of the Agreement set forth in paragraph 2 shall be amended to be extended for an additional 36 months from the end of the current term through 11/1/2018. The parties agree that Urbancom.net may commence the service under this Agreement at an earlier date as agreed to by the parties, however the ending date of the term shall be no earlier than 11/1/2018.

2. The provisions of Access services shall be amended as follows:

a. Dedicated User Bandwidth of 1000 Mbps/1000 Mbps shall be provided, with a contract term price of \$ \$68,400.00, payable in quarterly installments of \$ 5,700.00.

b. Network & BGP Setup Charge was a one-time charge which is no longer applicable.

c. The Network Management Base administrative charge of \$399.00 monthly contract term is no longer applicable. Support not directly related to Urbancom issues will be on a Time and Materials rate of: Sr. Network Engineer billed at \$225.00/hr., Field Engineer billed at \$150.00/hr. and Support Engineer billed at \$125.00/hr. Material and other services to be billed at our standard then applicable rates for those items at the time service is to be rendered. Support

calls related to Urbancom issues will be at no charge. Issues arising from causes on the customer network, or any sub-customers or trouble shooting of issues resulting from issues outside of our network or outside of Urbancom.net direct control, or other general network consulting questions will be billed on a Time and Materials basis. Those issues shall include any issues that may arise by virtue of the use of the fiber connection between Orchard Road and Oak Brook.

3. Urbancom agrees that the pricing provided to the City of Aurora will be the lowest price provided to any other Urbancom customer for like terms. In the event that Urbancom offers any other customer similar services at a lower price Urbancom agrees to offer the services to the City of Aurora at a comparable price.

The City of Aurora has agreed to relinquish IP addresses currently assigned by Urbancom.net for their use. The City shall relinquish those addresses back to Urbancom.net within 30 days of execution of this Agreement. If the City fails to relinquish use within that time they agree to pay an amount of \$399.00 per month until they are relinquished.

7. Urbancom shall provide the following Service Level Agreement (SLA):

a. Urbancom shall provide 99.999% uptime to City of Aurora on the Urbancom network. Our guarantee of latency is <10 ms avg. packet loss of <.1% on our network.

b. Urbancom will utilize tools which the City of Aurora shall provide to monitor bandwidth testing on the Urbancom's network.

8. Urbancom shall provide Quality of Service from the core to the edge equipment.

9. This contract amendment supersedes the 2012 previous contract amendment.

Customer: City of Aurora

Urban Communications, Inc.

Signature: Esther L. Phillips

Signature: [Signature]

Printed Name: Esther L. Phillips  
Director of Purchasing

Printed Name: Edmund G Urban III

Attested: \_\_\_\_\_

Title: President

Printed Name: \_\_\_\_\_

Date: 10/29/15

Date: 10/28/15