

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

This Agreement to Extend Dedicated Connections Agreement ("Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 2021 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, and further Extended on \_\_\_\_\_ 2018 a copy of that agreement extension is attached as Exhibit D.

Whereas the services are set to expire pursuant to the terms of that Extension Agreement on or about October 31, 2021.

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 11/1/2024.
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  - b. Network & BGP Setup Charge was a one-time charge which is no longer applicable.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. 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.

4. Customer desires a second 10Gbps connection from Urbancom's POP at Orchard Road for ring redundancy. Urbancom will allow that second connection for which the City of Aurora agrees to pay an initial set up charge for port and routing configuration of \$ 787.00 plus the costs of the necessary optics estimated cost for Cisco X2-10GB-ER Compatible 10GBASE-ER X2 is \$650.00 each.

5. 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.

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

7. This contract amendment supersedes the 2018 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: \_\_\_\_\_