

RESOLUTION NO. T-2018-08-009R

**A RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN A CONTRACT WITH I3
BROADBAND FOR INTERNET SERVICE**

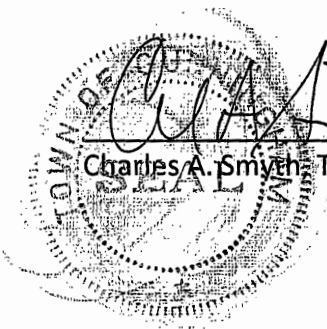
WHEREAS, Cunningham Township requires the use of high speed broadband internet to conduct its business, and


WHEREAS, Cunningham Township would save substantially in current costs of internet service by switching services, and

WHEREAS, both the parties of the Township Assessor's Office and the Township Supervisor's Office believe that a continuing contract is in the best interest of Cunningham Township.

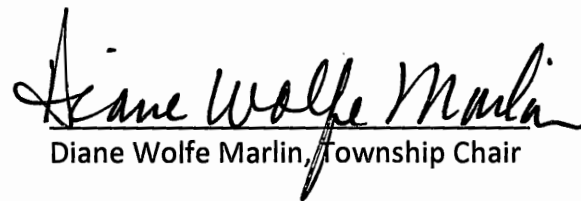
NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham that the Resolution Authorizing the Township Supervisor to Sign the attached Contract with i3 Broadband for Internet Service is approved and authorizes the Supervisor of the Town of Cunningham to sign said contract.

Approved this August 6, 2018 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.





Charles A. Smyth, Township Clerk



Diane Wolfe Marlin, Township Chair



This **Master Services Agreement** (with its associated Exhibits, SOFs and attachment, the "**Agreement**") is entered into this 6th day of August, 2018, by and between Cunningham Township, a Illinois Government ("**Customer**") and iTV-3, LLC, a Delaware limited liability company d/b/a "i3 Broadband" (the "**Company**" with each of Customer and the Company being referred to herein as a "Party" and together as the "Parties"):

1. **DEFINITIONS**

1.1 "**Company Equipment**" means any and all facilities, equipment, or devices provided by the Company or its authorized subcontractors at the Service Location(s) that are used to deliver any of the Services, including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks.

1.2 "**Company Network**" means the telecommunications/data communications network and network components owned, operated, or controlled by the Company, including the Company's metropolitan area networks, facilities, and the Company's Equipment at the Service Location(s). The Company Network does not include network equipment not operated or controlled by the Company.

1.3 "**Company Website**" means any website owned or operated by the Company including the URL located at <http://www.i3broadband.com>.

1.4 "**Confidential Information**" means all information regarding either Party's business which has been marked, or is otherwise communicated, as being "proprietary" or "confidential," or which reasonable business people would consider to be proprietary or confidential to a party. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, this Agreement (but not its existence); all Licensed Software; promotional and marketing materials; proposals; quotes; rate information; discount information; subscriber information; network design, installation, operation and upgrade information and schedules (including, without limitation, information about outages and planned maintenance); invoices; and the parties' communications regarding such items.

1.5 "**Customer-Provided Equipment**" means any and/or all facilities, equipment, supplies, Ethernet broadband router, cables, wires, and/or devices supplied by Customer for use in connection with the Services.

1.6 "**Monthly Recurring Charge(s)**" or "**MRC(s)**" means any and/or all monthly recurring fees and charges that are identified in the "Monthly Total" on an SOF, including (if identified), without limitation, charges associated with the Services or the use of the Company Equipment, set-up or activation fees, re-activation fees, minimum fees, technical support, maintenance and repair, and applicable federal, state, and local taxes, fees, surcharges and recoupment's (however designated).

1.7 **“Non-Recurring Charge(s)” or “NRC(s)”** means any and/or all one-time-only fees and charges associated with the establishment, provisioning, calibration, and/or installation of Services as identified in an SOFs.

1.8 **“Service(s)”** means any and/or all service(s) set forth in an SOF.

1.9 **“Service Commencement Date”** means the date(s) on which the Company first makes available Service(s) for use by Customer, as set forth in a Notice of Availability.

1.10 **“Service Order Form(s)” or “SOF”** means a request by Customer in the form of Exhibit A hereto for the Company to provide Services to a Service Location(s) identified by Customer on such SOF.

1.11 **“Service Location(s)”** means the Customer location(s) where the Company provides Services.

1.12 **“Service Term”** means the duration of time (commencing on the Service Commencement Date and including any Service Renewal Term) Customer receives Services, as specified in an SOF, and renewals thereof.

1.13 **“Taxes”** means any and all federal, state, and/or local taxes (including any taxes that may be characterized as fees, tariffs, charges, surcharges, etc.) that may be levied or assessed upon the Company Equipment or Services provided to Customer.

1.14 **“Termination Charge”** means the MRCs (plus all other applicable fees, charges, and other amounts incurred by Customer) that would have been payable by Customer to the Company if the Services described in the applicable SOF(s) had been provided by the Company to Customer until the end of the full Service Term described in the SOF.

2. **TERM**

2.1 **Commencement.** This Agreement shall be effective on the date it is executed by the Parties and shall continue, unless earlier terminated properly under the terms hereof, until the termination of the last effective Service Order Form entered into under or pursuant to this Agreement. The Service Term of each SOF shall commence on the Service Commencement Date set forth in such SOF and shall continue, unless earlier terminated under the terms hereof, until at the end of the Service Term specified in such SOF (the **“Initial Service Term”**) *provided that (i)* each Service Term shall automatically renew for another Service Term of equal length as the Initial Service Term (each, a **“Renewal Service Term”**) unless Customer provides at least thirty (30) days' advance, written notice of its intent to terminate the Service at the end of the then-effective Initial or Renewal Service Term; *and (ii)* if an extension of a Service provided hereunder (the **“First Service”**) is required to allow the Company to provide another Service during its then-effective Service Term, the term of the First Service shall be continued until the termination of the SOF applicable to such other service.

2.2 **Termination by Customer Prior to Service Commencement Date.** If Customer delivers a notice of its desire to terminate this Agreement, for reason other than the Company's material default hereunder, prior to the Service Commencement Date, (a) the Company shall retain any fees, charges, or other amounts paid to the Company by customer prior to such termination; (b) Customer shall return any Company Equipment in its possession at that time; and (c) Customer shall reimburse or pay the Company (i) any and all costs and/or expenses

incurred or owed by the Company in connection with Customer's ordering the Services and (ii) a termination fee equal three months' MRC.

2.3 [Intentionally Deleted]

2.4 Termination for Breach or Default. (a) If Customer is in breach or default of any term or obligation under this Agreement (i) due to a failure to pay any amount that is both due to the Company hereunder and not the subject of a good faith dispute pursuant to Section 4.9 hereof, and fails to cure such breach within five (5) days of the due date for such payment, or (ii) due to another default hereunder, and fails to cure such default within thirty (30) days after Customer's receipt of a notice of default, Customer shall (1) pay the Company all accrued amounts due prior to Customer's breach within thirty (30) days, and (2) return any the Company Equipment in its possession at that time; and the Company may, in its discretion (v) terminate this Agreement and require Customer to pay the applicable Termination Charges within thirty (30) days thereafter; (w) terminate or suspend Service under some or all of any outstanding Service Order Form(s); (x) require a deposit, advance payment, or other satisfactory assurances in connection with any or all Service Order Form(s) as a condition of continuing to provide Services to Customer; (y) require Customer to pay all of the Company reasonable attorneys' fees, court costs, and collection costs; and/or (z) seek any other recourse or remedy available to the Company under this Agreement, or at law or equity.

(b) Subject to the limitations set forth in Section 6 hereunder, if the Company is in material breach or default of any term or obligation under this Agreement and fails to cure such breach within thirty (30) days after the Company's receipt of Customer's written notice of default, Customer may terminate this Agreement and shall return any the Company Equipment in its possession at that time, and the Company shall promptly refund to Customer the amount equal to the MRC paid for such month in which the Company's breach occurred, subject to proration as of the date of such breach.

2.5 Effect of Expiration or Termination of the Agreement or a Service Order Form(s). Upon the expiration or termination of a Service Order Form for any reason: (i) the Company may, at its discretion, disconnect/terminate the applicable Service to Customer; (ii) the Company may delete all applicable data, files, electronic messages, voicemail or other information that may be stored on the Company's servers, equipment, or systems; and (iii) Customer shall permit the Company access to all Service Locations to allow it to retrieve any and all the Company Equipment. If Customer fails to secure such access, or if the retrieved the Company Equipment has been damaged and/or destroyed other than by the Company or its agents, normal wear and tear excepted, the Company may invoice Customer the replacement cost of the relevant the Company Equipment or, in the event of minor damage to the retrieved the Company Equipment, the cost of repair, which amounts shall be immediately due and payable.

3. SERVICES, EQUIPMENT, AND INSTALLATION

3.1. Orders. Customer shall request Service by submitting to the Company a properly completed Service Order Form either (i) in writing to one of the Company's Customer's Service Locations; or (ii) if available, through the Company's electronic order processing system designated for such purpose. A SOF shall become binding on the Parties only when the Company accepts the SOF by delivering written notice to the Customer. By executing a SOF, Customer represents and warrants that: (a) Customer has all necessary authorizations and

permissions from the legal owner(s) of the Service Location(s) noted in the SOF to use such Service Location(s) and to make any changes or modifications to the interior and/or exterior of such locations necessary to install the Company Equipment and receive the Services; (b) Customer is legally authorized to purchase, receive and use the Services and the Company Equipment (if applicable) at the Service Location; (c) Customer is fully authorized to enter into and perform and fulfill its obligations under this Agreement; and (d) that the information Customer supplies to the Company in or in connection with the SOF is correct, accurate and complete in all material respects. A single SOF containing multiple Service Locations or Services may have multiple Service Commencement Dates; *provided, however, that* any discrepancy or disagreement between the Parties concerning a Service's or SOF's termination date shall then be the latest date among those stated in the relevant Service Order Form(s).

4. **CHARGES, BILLING, AND PAYMENT.**

4.1 **Nonrecurring Charges.** NRCs shall be billed to Customer and shall be paid by Customer upon execution of the Service Order Form triggering the NRC.

4.2 **Monthly Recurring Charges.** Billing of MRC or Service(s) shall begin on the Service Commencement Date. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a prorated charge for the Services, from the date of installation to the first day of the new billing period. For all later periods, Customer shall be billed the MRC in advance on a monthly basis for Services to be rendered. Customer agrees to pay in full in United States currency all MRCs for Services within fifteen (15) days of the date of the invoice for such MRC. Customer's failure to pay all MRCs due and owing within thirty (30) days of the date of such invoice shall be deemed to constitute a material default under this Agreement

4.3 **Right to Increase Monthly Recurring Charges.** The Company may increase the MRC for any Service effective upon the end of such Service's Initial or Renewal Service Term *provided that* the Company gives Customer written or electronic notice of such proposed increase at least sixty (60) days prior to the end of the then-applicable Service Term, *and provided further that* the Customer shall have the right to terminate the Agreement or the Service Order Form subject to the MRC increase at least thirty (30) days prior to the end of the then current Service Term. as set forth in Section 2.1 hereof.

4.4 **Third-Party Charges.** If the Company shall determine, during the installation or provision of Services, that services of a third-party are required to provide Services to Customer (such as, without limitation, a third party's data transport services), it shall advise the Customer of such need and, unless the Customer objects in writing, the Company shall pass through to and charge the Customer for any third-party service charges separate and apart from the NRC or MRC charged by the Company. Customer agrees that all such charges and fees, including all applicable taxes, are Customer's sole responsibility.

4.5 **Other Charges.** All charges, costs and fees incurred by the Company in providing Services to Customer, other than NDC, MRC and third-party charges, shall be billed to Customer monthly in arrears. Customer shall make timely payment to the Company for all invoiced amounts within thirty (30) days from the date of the billing invoice.

4.6 **Late Payments.** Any undisputed payment not made when due shall incur interest equal to the greater of one and one-half percent (1.5%) per month, or the greatest interest rate allowed by law, until paid in full. Such interest shall be computed and compounded daily on any unpaid

and past due charges, beginning on the due date until the invoiced amount is paid in full. If Customer's account is delinquent, Customer authorizes the Company to charge Customer's credit card on record for the amount due, plus any interest due thereon. The Company may also refer any past due account to a collection agency or attorney that may pursue collection of the past due amount and/or any Company Equipment that Customer fails to return in accordance with this Agreement. If the Company uses the services of a collection agency or attorney to collect any amount owed by Customer or any unreturned the Company Equipment, Customer agrees to pay all costs of collection or other action, including reasonable attorneys' fees and court costs. At the Company's discretion, the Company may require Customer to pay a reactivation fee to reestablish Services to Customer's account that was suspended for any payment delinquency, rejected payment, unauthorized use of Service(s), or any other default by Customer under this Agreement.

4.7 **Partial Payments.** Partial payment of any billing invoice will be applied to the Customer's outstanding charges in the amounts and proportions as determined by the Company in its discretion. Acceptance of partial payment(s) by the Company shall not constitute a waiver of any rights to collect the full balance owed under this Agreement.

4.8 **Credit Approval and Deposits.** Initial and ongoing delivery of Services may be subject to the Company's credit approval and the Company may deny to provide Service based upon an unsatisfactory credit history of Customer, as determined by the Company in its discretion. Customer shall provide the Company with credit information requested by the Company. Customer authorizes the Company or the Company's agent to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to the Company will be true, complete, and correct in all material respects.

4.9 **Taxes and Fees.** Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated), including those that are applicable retroactively.

4.10 **Billing Disputes.** If Customer disputes any portion of a billing invoice, Customer shall timely pay the undisputed portion of the invoice and, within thirty (30) days from the invoice date, provide the Company with a written claim, clearly articulating the disputed amount and Customer's reason for disputing the, including all documentation substantiating Customer's claim. All disputes not presented to the Company, with all available substantiating material, within thirty (30) of the date of the disputed invoice shall be deemed waived. The Parties shall negotiate in a good-faith attempt to resolve billing disputes. In the event the Parties fail to mutually resolve a billing dispute within sixty (60) days after a time-filed written billing dispute is received by the Company, the parties may pursue their remedies through judicial proceedings. The cost and fees associated with such proceeding, including the other Party's legal fees, shall be paid by the Party who's claimed amount due is numerically farthest away from the amount determined to be due and owing by the relevant court. Any disputed amounts that are not timely received when due and are determined as valid charges to Customer shall be subject to the Late Fee, as set forth hereunder.

4.11 **Rejected Payments.** Customer will be assessed a service charge of the greater of \$25.00 or the maximum amount permitted by law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

4.12 **Company's Right of Offset.** If Customer defaults on any payment obligation owed to the Company under this Agreement and the Company has funds or credits that are owed to Customer, the Company may offset that which it is owed by first applying such funds or credit to the full balance owed by Customer.

4.13 **Change of Billing Information.** Customer agrees to promptly notify the Company in writing whenever Customer's billing information changes.

5. **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS.**

5.1 **LIMITATION OF LIABILITY.** THE REMEDIES FOR ANY FAILURE OF THE COMPANY'S SERVICES, EQUIPMENT, NETWORK AND/OR LICENSED SOFTWARE TO SATISFY THE TERMS AND CONDITIONS SET FORTH HEREIN ARE EXCLUSIVELY AS EXPLICITLY STATED HEREIN, AND SUCH REMEDIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR BREACHES OF THE CONFIDENTIALITY REQUIREMENTS HEREIN, NEITHER PARTY NOR ANY OF THEIR OFFICERS, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, OR AGENTS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE, USE, BUSINESS, OR PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT. NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED TO THE COMPANY FOR SERVICES, COMPANY EQUIPMENT, LICENSED SOFTWARE (IF ANY), TERMINATION CHARGES, NRCs, OR MRCs. THE AGGREGATE LIABILITY OF THE COMPANY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS, SERVICE DISRUPTIONS, LOSSES, INJURY, DAMAGES, AND CAUSES ("**DAMAGES**") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO THE COMPANY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED.

5.2 **WAIVER OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, (a) IN NO EVENT SHALL THE ANY PERSON OR ENTITY CLAIMED TO BE AFFILIATED OR ASSOCIATED WITH THE COMPANY, INCLUDING, WITHOUT LIMITATION, THE COMPANY'S PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS, BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATED OR ASSOCIATED PARTIES, INCLUDING, WITHOUT LIMITATION, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SUPPLIERS, CONTRACTORS, AGENTS AND/OR LICENSORS, BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, ANY EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER OR THIRD-PARTY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE

IT.

6. **INDEMNIFICATION.**

6.1 ***Indemnification by Customer.*** Customer shall indemnify, defend, and hold harmless the Company, its parents, subsidiaries, affiliates, officers, directors, employees and agents from and against any and all claims, losses, costs, expenses (including attorneys' fees), injuries, demands, damages, actions, suits, and / or proceedings, whether civil, criminal, administrative, or investigative, brought by a third party (collectively, "**Claims**") related to or arising out of: (i) Customer's negligent and intentional acts or inactions; (ii) Claims asserted by the property owner of the Service Location(s) other than those resulting solely the Company's performing work without reasonable care; (iii) Customer's use of Services, Company Equipment, and/or Licensed Software, either alone or in connection with other services, equipment or software; (iv) Customer's breach of any term, condition, representation, warranty, duty, and/or obligations in this Agreement; (v) any libel or slander by Customer; and/or (vi) infringement by Customer of a patent, copyright, trademark, trade name, service mark or other intellectual property right of a third party through Customer's use of Service. The Company shall undertake to notify Customer as promptly as reasonably practicable of any such Claim, and to reasonably cooperate with Customer to facilitate the defense or settlement of such Claims. Customer shall have the right to control the defense or prosecution of any claim in connection with this indemnification but may not settle such Claims without the Company's consent unless the Company is fully released from any and all claims and liabilities as a result of such settlement. If Customer fails promptly to assume the defense or prosecution of a Claim after receipt of such notice, the Company shall have the right to undertake and assume the defense or prosecution of such Claim at Customer's expense.

6.2 ***Indemnification by the Company.*** Subject to the limitations set forth under Section 5 hereof, the Company shall indemnify, defend, and hold harmless Customer, its parents, subsidiaries, affiliates, officers, directors, employees or agents from and against any and all claims, losses, costs, expenses (including attorneys' fees), injuries, demands, damages, actions, suits and / or proceedings, whether civil, criminal, administrative, or investigative (collectively, "**Claims**") related to or arising out of: (i) damage to tangible personal property or real property, and personal injuries (including death) resulting directly from the Company's gross negligence or willful misconduct installing Company Equipment or providing Services at Customer's Service Location(s); (ii) the Company's material breach of any term, condition, representation, warranty, duty, and/or obligations in the Agreement; and/or (iii) infringement of a patent or copyright, trademark, trade name, service mark or other intellectual property right of a third party resulting solely from the Company's providing Services other than Claims arising from a modification of such Service, Equipment or software by Customer, or Customer's use of such Equipment or software in conjunction or combination with any other equipment, software or service. Customer shall notify the Company as promptly as reasonably practicable of any such Claim, and to reasonably cooperate with the Company to facilitate the defense or settlement of such Claims. The Company shall have the right to control the defense or prosecution of any claim in connection with this indemnification but may not settle such Claims without Customer's consent unless Customer is fully released from any and all claims and liabilities as a result of such settlement. If the Company fails promptly to assume the defense or prosecution of a Claim after receipt of such notice, Customer shall have the right to undertake and assume the defense or prosecution of such Claim at the Company's expense.

7. **CONFIDENTIAL INFORMATION AND PRIVACY**

7.1 **Disclosure and Use.** All Confidential Information shall be kept by the Party receiving the Confidential Information (the "**Receiving Party**") in strict confidence and shall not be disclosed to any third party without the express written consent of the Party disclosing the Confidential Information (the "**Disclosing Party**"). Notwithstanding the foregoing, such Confidential Information may be disclosed: (A) to the Receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using Services, rendering Services, and marketing related products and services (*provided that* in all cases the Receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement.

7.2 **Exceptions.** Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) can be shown by the Receiving Party to have already been known to the Receiving Party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; (iv) is developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) is required to be disclosed by law or regulation.

7.3 **Monitoring.** The Company shall have not have any obligation to monitor usage of Services made in connection with this Agreement; *provided, however*, that Customer acknowledges and agrees that the Company shall have the right to monitor any usage from time to time and to use and disclose such usage data and information in accordance with this Agreement, as required by law or government request, and as is appropriate to allow the Company to properly administer and maintain the Company Network.

8. **MISCELLANEOUS TERMS**

8.1 **Force Majeure.** Notwithstanding any other provision herein or in an SOF neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by *force majeure* conditions such as, without limitation, acts of God, fire, explosion, power blackout, cable cut, acts of terrorism or war, epidemic, acts of regulatory, utility, or governmental agencies, unavailability of rights of way, spectrum interference, electrical storms, electromagnetic interference caused by the Sun or other sources, heavy precipitation, excessive weather conditions, unavailability of services or materials upon which the Services rely, or other causes beyond the nonperforming Party's reasonable control; *provided, however* that, except as otherwise provided in this Agreement, Customer's obligation to pay for Services provided shall not be excused or delayed by any act of *force majeure* or for any other reason.

8.2 **Assignment and Transfer.** Customer is strictly prohibited from assigning any right, obligation, interest or duty hereunder or herein, in whole or in part, without the prior written consent of the Company, which consent shall not be unreasonably withheld *provided that* the Company may decline to approve an assignment if it determines, in its discretion, that the assignee is not capable of performing Customer's obligations hereunder; and *provided further that*, Customer may assign its future rights, obligations and duties hereunder (i) to an entity controlling, controlled by or under common control with Customer, and (ii) in connection with a sale of Customer or substantially all of Customer's assets or business to a third party on condition that Customer shall remain liable for such assignee's performance of Customer's duties

and obligations hereunder for the remainder of the then-applicable Service Term. The Company may assign its rights and obligations hereunder to any party or entity without Customer's consent. All obligations and duties of Customer under this Agreement shall be binding on all successors in interest and assigns.

8.3 **Notices.** Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing (unless electronic notice is expressly permitted herein) and delivered via personal delivery, overnight courier, or via U.S. Certified Mail, Return Receipt Requested (i) to Customer when sent to the billing address last given to the Company by Customer, and (ii) to the Company when sent to 602 High Point Lane, East Peoria, IL 61611, Attn: Customer Service Department, or such other address as is later provided in writing by the Company to Customer. Each Party shall notify the other Party in writing of any change in the first Party's mailing address. All such notices shall be deemed given and effective on (i) the day after such notice is sent via electronic delivery (where permitted hereunder) or overnight courier service, or (ii) three days after such notice is sent via U.S. Certified Mail.

8.4 **Entire Understanding.** This Agreement between Customer and the Company constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. If there is a conflict between a Service Order Form(s) and or this MSA, the Service Order Form(s) shall control. No modifications, amendments, supplements to, or waivers of this Agreement shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

8.5 **Construction/Severability.** In the event any section or portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

8.6 **Survival.** The enforceability and effectiveness of Sections 1, 5, 6 and 7 hereof shall survive termination or expiration of this Agreement or any Service Order Form.

8.7 **Governing Law and Venue.** The domestic law of the State in which the Service is provided, or the laws of the State of Illinois, in the Company's sole discretion, shall govern the construction, interpretation, and performance of this Agreement, without regard to such State law's provisions for resolving conflicts of laws. Any litigation or dispute related to this Agreement will be brought in either state or federal courts located in Champaign County, IL and Customer hereby irrevocably consents to personal jurisdiction of such courts for such purpose, all without waiving any right to remove to federal court in the same county.

8.8 **No Waiver.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

8.9 **No Agency.** Neither Party is an agent, representative, or partner of the other Party. This Agreement shall not be interpreted or construed to create any association, agency, joint venture, or partnership between the Parties

8.10 **Article Headings and Pronouns.** The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. The singular form denotes the plural and the masculine form denotes the feminine or neuter wherever appropriate.

IN WITNESS WHEREOF, the Company and Customer agree to the terms and conditions of this Agreement on the date first above written.

THE COMPANY

iTV-3, LLC
602 High Point Lane
East Peoria, IL 61611
support@i3broadband.com

By: *Jeannie K. Osborn*
Name: Jeannie Osborn
Its: Business Sales Executive
Date: 08/06/2018

CUSTOMER

Cunningham Township
Address: 205 W Green
City, State, Zip: Urbana IL 61801
Email: supervisor@cunninghamtownship.org

By: _____
Name: Danielle Chynoweth
Its: _____
Date: _____

Master Services Agreement

Exhibit A

Service Order Form (SOF)

 i3 Broadband <small>INTERNET TV VOICE</small>		Sales Person: Jeannie Osborn Sales Person Phone: 309-670-0542 Sales Person E-Mail: jeannie.osborn@i3broadband.com Sales Person Fax: 309-670-0342				
		Service Order Form				
COMPANY INFORMATION						
Company Name:	Cunningham Township					
Business Type/State Registration:	Government / Illinois					
Service Address:	205 W. Green Urbana, IL 61801					
Acct #	436119					
CA Code	1500-83					
Yellow Page Category:	same					
Directory Listing Display Name:	same					
PRIMARY CONTACT INFORMATION						
Name:	Wayne Williams and Danielle Chynoweth					
Business Phone:	217-384-4144					
Primary Contact Phone #:	217-384-4144					
Email Address:	supervisor@cunninghamtownship.org					
Billing Contact:	Wayne Williams					
Billing Email:	wtwilliams@urbanaininois.us					
Technical Contact:	same					
Technical Number:	same					
Type	Qty	Service	Each	Per Month	One-Time Charge	Initial Investment
Internet - Fiber						
	1	100Mbps/50Mbps	\$149.95	\$149.95	FREE	\$149.95
TOTAL				\$149.95	\$0.00	\$149.95
Payment Type						
	1	Auto Deduct (Checking/Savings)	\$0.00	\$0.00	FREE	\$0.00
		Auto Deduct (Credit/Debit)	\$2.50	\$0.00		\$0.00
		No Autopay	\$5.00	\$0.00		\$0.00
TOTAL				\$0.00	\$0.00	\$0.00
Monthly Billing						
	1	E-Mail Bill	\$0.00	\$0.00	FREE	\$0.00
		Paper Billing	\$5.00			\$0.00
TOTAL				\$0.00	\$0.00	\$0.00
Miscellaneous						
	1	Installation (One Per Location)	\$99.95		\$99.95	\$99.95
TOTAL				\$0.00	\$99.95	\$99.95
Notes						
				Per Month	One-Time Activation	Initial Investment
TOTAL Untaxed (taxes will be added when payment is applied)				\$149.95	\$99.95	\$249.90
Referral (50% Off for Each Referral - Up to \$100.00 Each)						

ITV-3 LLC Master Services Agreement
 Cunningham Township
 BZ: 436119

Customer Initials: _____
 ITV, LLC Initials: *go*
 Page 11 of 11

Certificate Of Completion

Envelope Id: DE2CA93522134AF7872C77D041A8773B	Status: Delivered
Subject: Please DocuSign: Cunningham Township MSA 7.25.18.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jeannie Osborn
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	602 High Point Ln
	nil
	East Peoria, IL 61611
	jeannie.osborn@itv-3.com
	IP Address: 216.169.11.160

Record Tracking

Status: Original	Holder: Jeannie Osborn	Location: DocuSign
7/23/2018 2:54:50 PM	jeannie.osborn@itv-3.com	

Signer Events

Danielle Chynoweth
 supervisor@cunninghamtownship.org
 Security Level: Email, Account Authentication (None)

Signature

Timestamp

Sent: 7/23/2018 3:12:57 PM
 Resent: 7/23/2018 3:15:47 PM
 Resent: 7/23/2018 3:20:26 PM
 Resent: 7/25/2018 3:22:46 PM
 Resent: 7/27/2018 2:49:37 PM
 Viewed: 7/30/2018 10:41:05 AM

Electronic Record and Signature Disclosure:
 Accepted: 7/30/2018 10:41:05 AM
 ID: d9c93f07-fce4-45a8-bc63-f9fd08168caa

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Wayne Williams
 wwilliams@urbanaininois.us
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/23/2018 3:12:57 PM
 Viewed: 7/23/2018 3:39:38 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	7/27/2018 2:49:37 PM
Certified Delivered	Security Checked	7/31/2018 12:21:37 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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