



ORDINANCE NO. 2029-20

AN ORDINANCE RATIFYING AND CONFIRMING THE EXECUTION OF A PREVIOUSLY EXECUTED AGREEMENT—DLS INTERNET SERVICES

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that this ordinance is ratification in furtherance of a previously executed Agreement with DLS Internet Services. Such Agreement is by and between the Village of Hawthorn Woods and DLS Internet Services, a copy of which is attached hereto as Exhibit "A", and, by this reference made a part hereof.

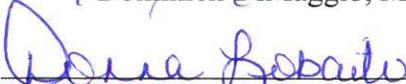
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois, on July 27, 2020:

AYES: Kaiser, Kasik, Rizzo, Carrigan, David, McCarthy

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobatto, Village Clerk

PASSED: July 27, 2020

APPROVED: July 27, 2020

PUBLISHED: July 27, 2020

# DLS SIP trunk Contract and Service Level Agreement

Date: 6/24/2020

Contract # 1910

The services agreement between below named Customer and DLS ("DLS") (collectively referred to as the "Parties") establishes the terms and conditions under which DLS will provide SIP Trunking Telephony Communications Service otherwise known as "DLS SIP Trunking Service" or "Service" which Customer desires to purchase.

	Customer	DLS Internet Services (dba)
Legal Name	Village of Hawthorn Woods	DLS Computer Services, Inc.
Address	2 Lagoon Drive Lake Zurich, IL 60047	950 Oak Street Lake in the Hills, IL 60156
Contact	Donna Lobato	Contract Administrator
Title	Chief Administrative Officer	Controller
Phone	(847) 540-5222	847-854-4799
E-mail	dlobato@vhw.org	legal@noc.dls.net

**Sales Representative:**  
 Sam Rozenfeld  
 (847) 854-4799 x222 (ph.)  
 (847) 841-4300 (fax)  
 rozenfeld@noc.dls.net

**1. Definitions:**

- **PBX:** A private branch exchange (PBX) is a telephone exchange that serves a particular business or office, as opposed to one that a common carrier or telephone company operates for many businesses or for the general public.
- **SIP Trunk:** A service offered by a communications service provider that uses the protocol to provision voice over IP (VoIP) connectivity between an on-premises phone system and the public switched telephone network (PSTN). SIP is used for call establishment, management and teardown. SIP trunking is typically sold as a replacement for digital Primary Rate Interfaces (PRIs), which are based on time-division multiplexing (TDM).
- **Trunk Channel:** concurrent call placed over SIP trunk
- **SIP trunk Service:** system that delivers PBX functionality as a service, available over the Public Switched Telephone Network (PSTN) and/or the Internet.
- **Internet Access/Internet Connection:** A service that comprises physical access means to the Backbone of the ISP plus the connectivity to the Internet, i.e. the capability to route IP traffic to and from public IP addresses.
- **IP Phone:** A phone that sends traffic over a TCP/IP network using built-in signaling protocols to route calls over the Internet.
- **Set or License:** a PBX extension to which a physical or software IP telephone set can be connected
- **DID:** a 10-digit telephone number which can be used to route calls within PBX
- **Nomadic 911 -** The Nomadic service option allows for a number (DID) that does not necessarily match physical location to receive 911 emergency services
- **PSTN -** The *public switched telephone network (PSTN)* is the worldwide collection of interconnected public telephone networks that was designed primarily for voice traffic
- **PSAP -** Public Safety Answering Point, a facility equipped and staffed to efficiently manage calls for service for emergency service responders.

**2. SIP Trunking Service**

DLS SIP Trunks is a service providing inbound, outbound local and long-distance voice services via a DLS assigned DID. The service will route between a Customer's IP address and either the PSTN or another IP address with DLS delivering traffic to the Customer's gateway device or IP-PBX via an Internet protocol connection using Session Initiation Protocol ("SIP") signaling. Each SIP Trunk channel enables a single concurrent call but can be mapped to multiple assigned DIDs. At customers request SIP Trunks may include static 911 services, 411, Operator services, inbound caller id, caller

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location or white page listing. These services require Customer to provide their own legitimate service address. Only TNs or Toll-Free TNs provided by DLS or ported to the DLS network can be used in conjunction with this service.

DLS will provide Customer with the Service. Service will be delivered via Voice-over-Internet SIP Protocol using CODECs g.729a , g.711u-law or G.722 standards. The Trunk will perform four main call processing duties:

- Establishing connections between the telephone sets of two users (e.g. mapping a dialed number to a physical phone, ensuring the phone isn't already busy)
- Maintaining such connections as long as the users require them (i.e. channeling voice signals between the users)
- Disconnecting those connections as per the user's requirement
- Providing information for accounting purposes (e.g. metering calls)

**3. Emergency Services – NOT PROVIDED**

DLS does not provide emergency services or support emergency services under this Agreement. Customer must provision all necessary services and technology necessary as required to support 911 or Enhanced 911 services. DLS has no responsibility to provide emergency services under this agreement.

**4. Service Limitations**

DLS SIP Trunk service does not include any Class 5 features (e.g. call waiting, call forwarding, voicemail, etc.), nor will the service provide any of the following call types: 976, 900, or 1010xxx. (Outbound 800 calls or 411 calls are only available if the call's originating Automated Number Identification [ANI] is a DLS assigned DID or a DID that has been ported to the DLS network). All special configurations are subject to DLS's approval and DLS reserves the right to terminate this agreement where proper interoperability testing has not been completed when required. Any traffic deemed to jeopardize the integrity of DLS's network may be blocked by DLS.

**5. Nationwide DIDs**

DLS will provide Customer with Direct Inward Dial telephone numbers according to attached Service order. At any time during the term of this contract the Customer may submit additional service order(s) to add, remove or cancel DIDs.

**6. Number Portability**

DID numbers may be ported to and from Service. If number portability is required, Customer agrees to provide DLS with a Letter of Authorization (LOA) for both a Remote Always Call Forward (RACF) order and a DID move. DID will place orders for RACF and DID move on behalf of Customer. DID numbers may not be available in all areas of the United States.

**7. Directory Assistance and Operator-Assisted Dialing**

DLS SIP Trunking service provides Directory Assistance (i.e. 411) and traditional Operator Assisted Dialing. Specific per call or per minute of use rates may apply.

**8. Billing and Service Activation Date**

Billing for the Service will begin on the Service Activation Date. The Service Activation Date is the date on which all of DLS SIP trunk features become available to the customer and an SIP peers can be connected to place outbound and receive inbound calls from PSTN (Public Switched Telephone Network), but not sooner than the date specified on a Firm Order Commitment (FOC) provided to the Customer by the DLS Order Processing.

All monthly non-usage-based charges are billed in advance of monthly billing cycle. Any invoice unpaid for 60 days is subject to 1.5% non-refundable late fee.

Service Setup Fee is due at the time of signing of the contract.

**9. Payment**

Customer shall pay DLS non-disputed amounts within forty five (45) days of receipt of invoice from DLS. Customer will be responsible for all recurring and non-recurring charges from the date DLS establishes a connection provided the service is functioning properly. DLS reserves the right to charge interest on all delinquent non-disputed amounts at a rate of two percentage points above the prime rate as established at the Bank One, not to exceed the maximum rate allowed by law.

**10. Term and Renewal**

The term of this agreement will be for Twenty four (24) months, and, upon the culmination of the said period , shall automatically renew for an equivalent term until either Party terminates or renegotiates the agreement with sixty (60) days written notice.

  
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**11. Term Discounts**

DLS at its sole discretion may offer a term discount plan to the Customer committing to service term in excess of 24 months. The discounts will apply only to Monthly Recurring Service Charges and no other rate elements associated with the DLS SIP trunk Service.

**12. Terms of Service**

DLS may terminate this Agreement or suspend service hereunder at any time with thirty (30) days written notice upon any failure of Customer to pay non-disputed amounts as provided in this Agreement. Either Party may terminate this agreement without penalty upon (a) any breach of any material provision of this Agreement continuing for thirty (30) days after receipt of notice thereof; (b) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to the other Party; (c) any governmental prohibition, or required alteration of services to be provided hereunder or any violation of applicable law, rule or regulation. Any termination shall not relieve the other Party of its obligation incurred hereunder prior to such termination.

**13. Service Calls**

At Customer's request, DLS will respond to Customer's premise and attempt to resolve all problems with the Service. If it is reasonably determined by the Parties that all facilities, systems and equipment furnished by DLS were functioning properly (at the above described service levels), and that a problem with the Service arose from reason outside of DLS control, DLS will recover labor and materials cost for services actually performed at the following rates, which shall be the usual and customary rates for similar services provided by DLS to all Customers in the same locality, Labor (2 hour minimum charge), 7 a.m. to 7.p.m. weekdays / \$125.00 per hour per technician, all other times \$187.50 per hour per technician; and materials (at cost to DLS x 1.15). DLS reserves the right to modify the above rates upon thirty (thirty) days advance notice to Customer, and Customer's acceptance of said rate increase.

**14. Service Alterations**

DLS may make changes in its services, equipment, operations or procedures, including those related to the Service, where such action is not inconsistent with the proper operation of the Service for this Agreement. If any such change can be reasonably expected to render any of Customer's equipment incompatible or otherwise materially affect its use or performance, Customer will be provided written notice at least three (3) months in advance of the change. If Customer determines that the cost of replacing or modifying its equipment or system in order to reestablish computability and maintain uninterrupted Service is unreasonable, Customer may terminate this Agreement without penalty.

**15. Equipment**

**15.1. Equipment Purchase**

Customer can purchase Equipment outright or lease Equipment through DLS or a 3<sup>rd</sup> party

**15.2. Equipment Requirements**

DLS will define Equipment to be used with Service. DLS maintains a list of compatible Equipment and reserves the right to modify this list of compatible Equipment at any time

DLS reserves the right to classify previously supported Equipment as "end of sale" or "end of life".

Equipment classified as "end-of-sale" will no longer be sold to a Customer even if Customer had previously purchased that specific Equipment. DLS will make every effort to continue to support Equipment classified as end-of-sale for as long as possible.

DLS reserves the right to reclassify end-of-sale Equipment as end-of-life at no less than six (6) months after such Equipment has been classified as end-of-sale Equipment.

Equipment classified as "end-of-life" will no longer be supported or sold by DLS. If Customer has Equipment that has been classified as end-of-life in Service DLS reserves the right to require Customer to upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. DLS does not relinquish this right even if Equipment was sold to Customer by DLS.

**15.3. Equipment Configuration**

Customer is responsible for all Equipment configuration changes not specifically outlined herein. Customer is responsible for any Equipment modifications necessary at Customer Premise to accommodate Service outlined herein.

**15.4. Equipment Failure**

Unless Customer has contracted with DLS for Equipment warranty Customer is responsible for any failure of Equipment.

**16. Service Support**

**16.1. Authorized Contacts**

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DLS provides reliable and secure services by requiring technical support and information requests come only from documented, authorized client-organization contacts. Additionally, in compliance with federally regulated CPNI (Customer Proprietary Network Information) rules, a Customer contacting DLS to request an add, move, or change and/or to request information on their account, must provide DLS representative with Customer's Account Number. Account number is not required or verified to open trouble tickets related to service issues, however, any subsequent information/updates or authorization of intrusive testing related to the trouble ticket will require the account number.

Customer shall provide a "contact list" which will contain Administrative and Technical contacts. Administrative and Technical contacts are authorized to request service changes or information, including the contact name, contact e-mail address and contact phone number for each contact but must provide Customer Account number for any CPNI related requests. Requests to change a contact on the list or to change the Codeword must be submitted by the Administrative contact. Requests to replace the Administrative contact shall be submitted via fax or e-mail to DLS technical support on Customer company letterhead. All requests are verified per procedure below.

- Requests for CPNI, configuration information or changes are accepted only from documented, authorized client-organization contacts via email, fax or phone and will require Customer's account number. E-mail and fax requests must be submitted without the account number. Customer contact will be called to verify account number.
- E-mail and fax requests are verified with a phone call to the documented client contact. Phone call requests must be validated with an e-mail request from a documented client contact.

#### 16.2. Helpdesk

Customers must contact DLS Support to report service trouble or an outage with DLS Technical Support. DLS Technical Support will be available seven (7) days per week; twenty-four (24) hours per day; three hundred sixty-five days (365) days per year. DLS Technical Support provides support for network monitoring, trouble ticket resolution, and fault isolation up to the termination point of DLS provided Equipment.

DLS Technical Support will accept trouble and outage related support calls from any Customer representative. Requests for service changes or information are accepted from any Authorized Contact per conditions and procedures described above in Section 14.1.

DLS reserves the right to delay response on support tickets opened by anyone other than the Authorized Contact.

All communications with Customer will be in the English language.

#### 16.3. Support Limitations

DLS Technical Support is not responsible for end-user support of issues not directly related to Service. This includes (but is not limited to) Customer operating systems, Customer equipment, or Customer application support.

#### 16.4. Monitoring

DLS will conduct continuous basic monitoring of Service availability and utilization. DLS will provide 24 x 7 response to Customer or NOC initiated alarms for Service availability issues. Service usage reports will be made available at <http://www.dls.net/>.

#### 16.5. Notifications

DLS will notify Customer within fifteen (15) minutes of becoming aware of any outage via telephone call except in cases when more than one Customer becomes affected. In the event that SIP trunk service becomes unavailable for multiple Customers DLS technical support will report status of repair via its service announcements at <http://www.dls.net/>.

#### 16.6. Maintenance

Maintenance window for disruptive work to service will be limited 12:00 A.M. to 4:00 A.M., Central Daylight Time (CDT), any day with requirement of two (2) business day notification to Customer prior to maintenance.

DLS will send an e-mail notification of such disruptive maintenance to Service to Authorized Contacts of Customer. Once notification is sent to Customer this will be considered a "scheduled maintenance".

DLS reserves the right to perform emergency Service or network maintenance as needed outside this window, in which case DLS will make a reasonable effort to notify the Customer if feasible under the circumstances. Any such maintenance will be considered an "emergency maintenance" maintenance.

DLS is not liable for maintenance notifications missed due to out-of-dated Authorized Contact information.

### 17. **Backup and Recovery**

DLS will provide backups of the Service platform for Disaster Recovery purposes ONLY. DLS will make its best effort to recover data within a mean time of four (4) hours in a disaster scenario.

DLS is not liable for the loss of any Customer data including but not limited to call recordings and voicemail, nor does it guarantee the recoverability of Customer data that is deleted accidentally or purposefully by Customer end users. Additional fees may apply for recovery of Customer specific data deleted by Customer's representative or his agents. DLS technical support will work on these requests on a best effort basis.

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**18. Predictive Dialers**

Use of non-DLS provided 3<sup>rd</sup> party auto dialers, predictive dialers or message broadcast system is expressly prohibited. Any such use shall subject the customer to DLS's current predictive dialer service rates on all outbound calls plus \$250 service fee.

**19. Service Conditions and Customer Responsibilities**

- 19.1. Customer understands that cancellation of their existing service prior to porting their phone numbers (DIDs) is completed and tested by DLS could result in loss of their phone number. If customer chooses to port their phone number before SIP trunk Service is available at their location – DLS shall not be held liable in any way for any costs resulting from the loss of service or costs associated with the reinstatement of the service.
- 19.2. Customer acknowledges and understands that network connections, unless protected by an Internet security product or Service, may decrease Customers overall network security. To the extent Customer deems necessary, Customer will implement security procedures and controls necessary to limit access to the SIP trunk Service.
- 19.3. If it is determined in the course of the installation that Customers network does not meet Service requirements, Customer agrees to make any network changes necessary to bring their network in compliance with Service requirements.
- 19.4. Customer understands that certain conditions outside of DLS's control may impact the quality and use of the Service. Issues such as quality of the data line, interference from other service connections, high frequency sources close to the data line, change in the Internet usage, etc. may deteriorate the quality of the Service due to latency or reduced throughput. Such conditions may require changes to customers wiring, network infrastructure or Internet Service in order to maintain compliance with the Service requirements. Customer is responsible for all costs associated with such maintenance.
- 19.5. Customer acknowledges that in the event of a trouble, Customer is responsible for on-site cooperative testing with DLS Technical Support to assist in the diagnosis of the trouble which may involve incurring costs from a 3rd party or DLS Network Engineer if Customer does not have internal resources available.
- 19.6. Customer agrees to be bound to current terms of DLS Acceptable Use Policy. Terms of the Acceptable Use Policy are subject to change with notice. Customer agrees to be bound by the DLS Acceptable Use Policy (see attachment 1).
- 19.7. Customer acknowledges and understands that the Service is not a traditional telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by DLS. The Service is not subject to the same regulatory treatment as a traditional telephone service. This treatment may limit or otherwise affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.
- 19.8. If the Service is used in a country other than the United States, Customer does so at their own risk, including risk that such activity violates local laws in the country where service is used. Customer is liable for any and all such use of the Service and agrees to indemnify and hold harmless DLS against any and all liability for any such use.
- 19.9. Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences. Customer is responsible to protect all confidential information and remain diligent in enforcing security measures. DLS will make every effort to detect fraudulent calls and contact Customer immediately. DLS will in no way be held liable for charges, penalty, or damages caused by telecommunications usage of the Customer's Service.

**20. Service Availability**

DLS will use reasonable efforts to provide 99.99% of service availability for the Service measured over a rolling thirty (30) day period. In the event DLS' Service fails to meet these objectives, DLS will implement a thirty (30) day service re-engineering project in order to bring services back within network availability guidelines.

DLS will grant a credit allowance for service interruption calculated in 15 minute increments. A service interruption will be deemed to have occurred only if service becomes unavailable to the Customer as a result of DLS' network, facility, equipment, provisioning or personnel failure used to provide the Service, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-DLS equipment, network or systems not provided by DLS as stated in section 15 of this agreement; (iii) an act of God; or (iv) a service interruption caused by scheduled (and

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disclosed) service maintenance, alteration, or implementation. Such credits will be granted only if Customer meets his responsibilities specified in section 15 of this Agreement.

**21. Facilities Access**

Customer shall allow DLS reasonable access during regular working hours (with twenty four hours written notice) to Customer's premises to the extent reasonably appropriate to the provision and maintenance of services, equipment, facilities and systems hereunder. Customer shall furnish DLS, at no charge, such equipment space and electrical power as is reasonably determined by the Parties to be required and suitable to render services hereunder.

**22. Liability**

Customer shall be liable for any damages to DLS equipment, facility, and system caused by: (a) negligent or willful acts or omissions of Customer, or (b) malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers. Customer is responsible for identifying, monitoring, removing and disposing of any hazardous materials (e.g. friable asbestos) prior to any construction or installation work being performed by DLS, and Customer shall indemnify, defend and hold DLS harmless from any claim, suit, loss or expense including fines, abatement charges, legal fees and court costs incurred in connection with hazardous materials on Customers' premises.

DLS' entire liability for any claim, loss, or expense from any cause whatsoever (except negligence) shall in no event exceed sums actually paid to DLS by Customer for the specific service giving rise to the claim.

Notwithstanding the foregoing, neither Party shall be liable, for any indirect, incidental, consequential, punitive or special damages. No action or proceeding against either Party shall be commenced more than one year after the occurrence of the event giving rise to the claim. DLS warrants that for the term of this Agreement, Services will substantially conform to the specifications furnished to Customer by DLS. If, under normal and proper use, the Services fail to perform substantially as specified above, and Customer notifies DLS with the term of this Agreement, DLS will correct such Service degradations or failures without charge to Customer within a reasonable time from the date of notification.

**23. Transferability**

Neither Party may assign this agreement without written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed), except that both Parties may assign their rights and obligations hereunder; (a) to any subsidiary, parent company, or affiliate of the Party in question; (b) pursuant to any sale or transfer of the business of either Party; or (c) pursuant to any financing, merger, or reorganization of either Party.

**24. Confidentiality**

Subject to the Illinois Freedom of Information Act, each Party agrees to maintain in strict confidence all plans, designs, drawings, trade secrets and other proprietary information of the other Party, which is disclosed or discovered pursuant to this Agreement. No obligation of this confidentiality shall apply to disclosed information which the recipient (i) already possessed without obligation of confidentiality (ii) develops independently or (iii) rightfully receives without obligation of confidentiality from a third party.

**25. Force Majeure**

Neither Party shall be liable for any delay or failure in conformance of any part of this Agreement to the extent such delay or failure is caused by flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Acts of God, inability to secure materials, labor or transportation, acts or omissions of common carrier, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until the incident in question ceases and the Term shall be extended by the length of suspension.

**26. Indemnity**

Customer agrees to indemnify, defend and hold harmless DLS, its officers, directors, employees, agents, parent and affiliated corporations, successors and assigns (collectively, "DLS Indemnified Parties"), from and against any and all loss, damage, liability, and expense (including reasonable attorneys' fees and costs) arising out of any third-party claim, action, or proceeding that is based on activities of Customer contemplated by this Agreement.

DLS agrees to indemnify, defend and hold harmless Customer, its officers, directors, employees, parent and affiliated corporations, successors and assigns (collectively, "Client Indemnified Parties"), from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees and costs) arising out of any third-party claim, action or proceeding, based directly or indirectly on the operation by DLS or its agents of DLS' Services, including without limitation any equipment or facilities, and any claim based on patent, copyright, trademark, trade secret or other third-party proprietary right.

Nothing herein should waive any immunity that village may assert in response to or defense of any claim.

**27. Taxes and Fees**

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In addition to the charges specifically pertaining to DLS's services, Customer is responsible for payment of federal, state and local sales, use and excise taxes, and regulatory fees, where applicable. Such charges include, but are not limited to, the Universal Service Fund Surcharge and the Public Pay Telephone Surcharge. Certain surcharges are subject to change from time to time as ordered by the FCC.

911 and emergency cost recovery fee is associated with the charges imposed by local governments to help pay for emergency services such as fire and rescue

A Regulatory Recovery Fee will be charged monthly to offset costs incurred by DLS in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government.

28. Government

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

29. Legal Fees

In the event of any legal action by either Party to enforce any of the provisions hereunder, then the unsuccessful Party to action shall pay to the prevailing Party therein all court costs and reasonable attorney's fees as fixed or allowed by the court.

30. Whole Agreement

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the remainder of this Agreement shall nevertheless remain unimpaired and in effect.

Village of Hawthorn Woods:

DLS Internet:

By:

By:

Donna Lobaito, Chief Administrative Officer

Sam Rozenfeld, President

*Donna Lobaito 7/6/20*

*Sam Rozenfeld*

*Samuel D. Zeehan,  
7/2/20 COO*

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*DL* *SR*

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Rate Tables

<b>Setup Fee</b>	Waived
411 Local Listing Update	\$1.00
DID Port	\$15.00
411 Directory Assistance	\$1.00
Equipment Provisioning Fee per device (Optional)	\$50.00

<b>Trunk Channel</b>	\$20.00
Minimum Channel Commitment	23
T.38 Fax Protocol Support	\$0.00
Local DID	\$1.00
Toll Free DID	\$5.00
911 and Emergency Cost Recovery Fee	May vary depending on the location of the local PSAP/ per DID
Inbound Toll Free	\$0.028/min
Domestic Outbound	included
Canada Outbound	<input checked="" type="checkbox"/>
International Outbound Calls	Standard International Rates Apply (see current International Rate Table published at <a href="http://www.dls.net">www.dls.net</a> )
Regulatory Recovery Fee <sup>1</sup>	9.5%
Monthly Recurring Discount Amount: \$-105	

<sup>1</sup> Applies to Seat and Usage only

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## Attachment 1:

# DLS Internet Services Acceptable Use Policy

## Background

From time to time DLS Internet may impose reasonable rules and regulations regarding the use of its services. Such rules and regulations are called Acceptable Usage Policies (AUPs) and are posted on the Internet at <https://dls.net>. The AUPs are not exhaustive and DLS reserves the right to modify the AUPs at any time, effective upon either the posting of the modified AUPs to <https://dls.net> or notification of the modified AUPs. By registering for and using the services, and thereby accepting the terms and conditions of the Master Services Agreement or its equivalent, you agree to abide by the AUPs as modified from time to time. Any violation of the AUPs may result in the suspension or termination of your account or such other action as DLS deems appropriate. An unlisted activity may also be a violation of the AUPs if it is illegal, irresponsible, or disruptive use of the Internet or DLS' network. No credits will be issued for any interruption in service resulting from policy violations.

**VIOLATION OF ANY AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM DLS. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. IT IS DLS' POLICY TO TERMINATE SERVICE OF AND FINE REPEAT INFRINGERS. DLS RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.**

## Customer Security Responsibilities

The customer is solely responsible for any breaches of security affecting servers, routers, workstations or other systems under customer control. If a customer's system is involved in an attack on another network or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such an event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach. The labor used to rectify any such damage is categorized as emergency security breach recovery and is currently charged at \$150 USD per hour. Inquiries regarding security matters may be directed to [DLS' Security Department](#).

## Network Responsibility

Customers have a responsibility to use DLS' network responsibly. This includes respecting the other customers of DLS. DLS reserves the right to suspend and or cancel service with any Customer who uses the DLS network in such a way that adversely affects other DLS customers. This includes but is not limited to:

- Attacking or attempting to gain unauthorized access to servers and services that belong to DLS or its customers (i.e. "hacking" or "cracking"), and/or
- Participating in behavior which results in reprisals that adversely affect the DLS network or other customers' access to the DLS network.

DLS will react strongly to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include, but are not limited to, "social engineering" (tricking other people into releasing their passwords), password theft, security hole scanning, port scanning, etc. Any unauthorized use of accounts or computers by a DLS customer, whether or not the attacked account or computer belongs to DLS, will result in severe action taken against the attacker. Possible actions include warnings, account suspension or cancellation, fines, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server, or customer, of DLS, is strictly prohibited.

## System and Network Security

Violations of system or network security are prohibited and may result in criminal and civil liability. DLS may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

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- Unauthorized monitoring ("sniffing") of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP/IP packet header or any part of the header information in an e-mail or a newsgroup posting.

Violators of the policy are responsible, without limitations, for the cost of labor to clean up and correct any damage done to the operation of the network and business operations supported by the network and to respond to complaints incurred by DLS. Such labor is categorized as emergency security breach recovery and is currently charged at \$150 USD per hour required. Inquiries regarding security matters may be directed to DLS' Security Department at [security@dls.net](mailto:security@dls.net). DLS is concerned with the privacy of online communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, DLS urges its customers to assume that all of their online communications are insecure. DLS cannot take responsibility for the security of information transmitted over DLS' facilities.

### Password Protection

The customer is responsible for protecting the customer's password and for any authorized or unauthorized use made of the customer's password. The customer will not use or permit anyone to use DLS' service to guess passwords or to access other systems or networks without authorization. DLS will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

### Internet Etiquette

The customer is expected to be familiar with and to practice good Internet etiquette ("Netiquette"). The customer will comply with the rules appropriate to any network to which DLS may provide access. The customer should not post, transmit, or permit Internet access to information the customer desires to keep confidential. The customer is not permitted to post any material that is illegal, libelous, tortuous, indecently depicts children or is likely to result in retaliation against DLS by offended users. DLS reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC in clear violation of the policies of the IRC channel.

### Lawful Purpose

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP is prohibited. This includes, but is not limited to copyrighted material or material protected by trade secret and other statute or dissemination of harmful or fraudulent content.

Using any DLS service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited.

Any conduct that constitutes harassment, fraud, stalking, abuse, or a violation of federal export restriction in connection with the use of DLS services or products is prohibited. Using the DLS network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

Servers hosted within the DLS network are open to the public. You are solely responsible for your usage of the DLS network and servers and any statement you make on servers hosted within the DLS network may be deemed "publication" of the information entered. Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libelous.

### Copyright Infringement - Software Piracy Policy

DLS' network may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of the United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights.

Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating federal copyright law. If caught with pirated software, you or your company may be liable under both civil and criminal law, and you may be fined up to \$250,000 and/or receive up to 5 years in jail.

Initials:



Initials:

In compliance with the Digital Millennium Copyright Act (the "DMCA"), please send DMCA notifications of claimed copyright infringements to DLS Abuse Department, DLS Internet, 950 Oak Street, Lake in the Hills, Illinois 60156 or by email to [abuse@dls.net](mailto:abuse@dls.net). Fraudulent activity should be reported to the [Internet Fraud Center](#). DLS will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

### Child Pornography on the Internet

DLS will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the DLS network and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes "photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years."

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT.

### Commercial Advertisements with E-Mail

DLS does not allow sending of Unsolicited Commercial E-mail (UCE) (or "spam") over our network. Very simply, this means that customers of DLS may not use or permit others to use our network to transact in UCE. Violations of this policy carry severe penalties, including termination of service and monetary fines.

Violation of DLS's UCE policy may be reported to [abuse@dls.net](mailto:abuse@dls.net).

### IP Addressing Policy

DLS administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by DLS staff. Any server found using IPs which were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

### Billing

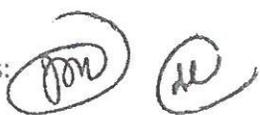
The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's server to the Internet. The customer may request that the customer's server is disconnected from the Internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

### Suspension

DLS reserves the right to suspend network access to any customer if, in the judgment of the DLS network administrators, the customer's server is the source or target of the violation of any of the other terms of the AUPs or for any other reason which DLS chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended. The Customer will be credited on a prorated basis based on the monthly fees the Customer pays for the servers that are suspended for the time the Customer's machines were suspended.

### Cancellation

DLS reserves the right to cancel service at any time if inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. All fees paid in advance of cancellation will be prorated and paid by DLS if DLS institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.).

Initials: 

Initials:

### Indemnification

DLS wishes to emphasize that in signing the Master Services Agreement or its equivalent, customer indemnifies DLS for any violation of the Master Services Agreement or its equivalent, law or AUP that results in loss to DLS or the bringing of any claim against DLS by any third-party. This means that if DLS is to be sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against DLS, plus costs and reasonable attorney's fees.

### Disclaimer of Responsibility

DLS is under no duty to look at each customer's or user's activities to determine if a violation of the AUPs has occurred, nor do we assume any responsibility through our AUPs to monitor or police Internet-related activities. DLS disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy.

All sub-networks, resellers and managed servers of DLS must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUP AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE AUPs BY YOU.

Initials:  

Initials: