



ORDINANCE NO. 2195-22

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT AND SERVICE
LEVEL AGREEMENT,
AND SERVICE ORDER—DLS INTERNET SERVICES

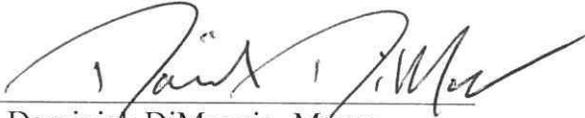
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, are hereby authorized to execute a certain Contract and Service Level Agreement, and Service Order with DLS Internet Services, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

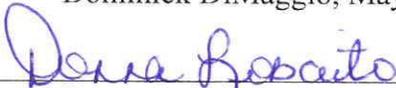
The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Kaiser, David, McCarthy, Reynolds, Bayer

NAYS: 0

ABSENT AND NOT VOTING: Riess

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: September 26, 2022

APPROVED: September 27, 2022

DLS Hosted PBX Contract and Service Level Agreement

Date: 8/10/2022

Contract # 2274

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 Hosted Telephony Communications Service otherwise known as "DLS Hosted PBX 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	Pamela Newton	Contract Administrator
Title	Chief Operating Officer	Controller
Phone	(847) 438-5500	847-854-4799
E-mail	pnewton@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.
- **Hosted PBX 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, ie 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.
- **Seat 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. Hosted PBX Service

DLS will provide Customer with the Service. Service will be delivered via Voice-over-Internet SIP Protocol using CODECs g.729a or g.711u-law standards. The PBX 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)

Initials:

In addition to these basic functions, DLS Hosted PBXs offers many other calling features and capabilities. DLS will provide administrative interface to Customer's technical contact to configure Hosted PBX service options and features. DLS reserves the right to change or enhance features included with Hosted PBX Seats from time to time. Customer is expected to perform all configuration changes through the use of the administrative interface.

3. Nationwide DIDs

DLS will provide Customer with Direct Inward Dial telephone numbers according to attached Hosted PBX 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.

4. Pay-per-Call Access Numbers

The Services does not allow access to pay-per-call numbers such as 10XXX, 1010XXX, 900 or 976. Customers wishing to use an alternate long distance carrier, must do so by means of a calling card. By signing this agreement, you agree to authorize DLS to block pay-per-call numbers.

5. 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.

Service will offer an option to update local 411 Directory Listing via Hosted PBX Administration Interface. Directory Listing updates are provided without guarantee of local database registration and may not be available in all areas. Applicable registration FEEs may apply.

6. Directory Assistance and Operator-Assisted Dialing

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

7. 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 Hosted PBX features become available to the customer and an IP phone 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.

8. Payment

Customer shall pay DLS non-disputed amounts within sixty (60) 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.

9. Term and Renewal

The term of this agreement will be for **Twelve (12) 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 thirty (30) days written notice.

10. 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 Hosted PBX Service.

11. 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.

12. 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 (30) days advance notice to Customer, and Customer's acceptance of said rate increase.

13. 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.

14. Equipment

14.1. Equipment Purchase

Customer can purchase Equipment outright or lease Equipment through DLS or a 3rd party

14.2. 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.

14.3. 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.

14.4. Equipment Failure

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

15. Service Support

15.1. Authorized Contacts

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.

15.2. 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.

15.3. 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.

15.4. 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/>.

15.5. 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 Hosted PBX service becomes unavailable for multiple Customers DLS technical support will report status of repair via its service announcements at <http://www.dls.net/>.

15.6. 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.

16. **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.

17. **Predictive Dialers**

Use of non-DLS provided 3rd 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.

18. **Service Conditions and Customer Responsibilities**

- 18.1. 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 Hosted PBX 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.

- 18.2. 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 Hosted PBX Service.
- 18.3. 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.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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. Current Acceptable Use Policy can be found at <https://www.dls.net/acceptable-usage-policy/>
- 18.7. 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.
- 18.8. 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.
- 18.9. 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.

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

20. 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.

21. 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.

22. 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.

23. Confidentiality

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.

24. 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.

25. 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.

26. Taxes and Fees

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.

Initials:

27. **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.

28. **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.

29. **No Waiver of Immunity**

Nothing contained in this Agreement shall constitute a waiver by the Customer of any right, privilege or defense available to the Customer under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

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:

[Handwritten Signature]
rd/13/22

DLS Internet:

By:

Pamela Newton, Chief Operating Officer

By:

Sam Rozenfeld, President

Initials:

Rate Tables

Non-Recurring Charges (NRC)	
Service Setup Fee¹	\$0.00
Interactive Hosted PBX User Training (Optional)	\$125.00
Interactive Hosted PBX Administrator Training	\$250.00
411 Local Listing Update	\$1.00
DID Port	\$15.00
411 Directory Assistance	\$1.00
Handset Provisioning Fee per handset (Optional)	\$50.00

Monthly Recurring Charges (MRC)	
PBX Engine	\$195.00
FAX DID	\$1.00
Local DID	\$1.00
Toll Free DID	\$5.00
PBX Seat	\$5.00
Mirrored Extension	\$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	Usage Based - \$0.019/min
International Outbound Calls	Standard International Rates Apply (see current International Rate Table published at www.dls.net)
Regulatory Recovery Fee²	9.5%

Optional Service Modules	
Fax-to-Email, Email-to-Fax	\$35.00
Conference Bridging Module	\$35.00
Predictive Dialer	\$35.00 + \$0.028/min
Call Recording	\$35.00
PBX Administration	\$50.00
Whitelabel Technical Support	\$2.00

¹ Due at the time of signing; does not apply to renewal of existing services

² Applies to Seat and Usage only

Initials:

Emergency Services Disclosure Addendum

1. VOIP EMERGENCY SERVICE DISCLAIMER

1.1. BROADBAND ACCESS AND OTHER SUBSCRIBER OBLIGATIONS.

1.1.1. DLS IS NOT A TELECOMMUNICATIONS CARRIER AND PROVIDES BROADBAND ACCESS AND VOIP TELEPHONY ONLY, NOT TRADITIONAL TELEPHONE SERVICE.

1.1.2. EMERGENCY CALLING (911 AND E911) LIMITATIONS; INTERRUPTION OF SERVICE AND LOSS OF EMERGENCY E911 SERVICE.

You may experience interruption of Service (or of certain features of the Service) or degraded service quality at any time and without notice. You may experience Service outages in the event of electric power outages affecting an area in which DLS provides the Service. While DLS will make commercially reasonable efforts to minimize the disruptive effects of such interruptions, degraded service quality, or outages, it makes absolutely no guarantees or assurances that these will not occur. Except as otherwise provided in the Agreement, such commercially reasonable efforts are DLS's sole obligation regarding such interruptions.

Such outages or other Service disruption may include loss of emergency 911 Service dialing capabilities for extended periods of time.

It is likely that You currently have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when You dial 911, your telephone number and registered address is sent to the emergency 911 center (sometimes referred to as a "public-safety answering point" or "PSAP") assigned to your location, thus giving emergency operators access to your telephone and address information and permitting them to immediately respond to your emergency call. If you are located in an area where the emergency center does not support E911 (i.e., is not capable of simultaneously receiving your telephone number and address) You have basic 911 service. With basic 911, the local emergency operator will not have immediate access to your call back number or your exact location when receiving your emergency call. Accordingly, You must be prepared to give the basic 911 operator this information. Until and unless You do so, the basic 911 operator may be unable to call You back or to otherwise assist You in the event of an emergency.

DLS depends upon its underlying E911 provider to assist in supporting your 911 and E911 calls. As they upgrade our underlying connections to emergency call centers and as these emergency call centers are upgraded from 911 to E911 answering capabilities to support E911 information, DLS will automatically upgrade Customers from basic 911 to E911 service. You will not receive notice of this upgrade. Accordingly, as a precaution, You should be prepared to give the local operator the basic 911 information described above. Furthermore, our 911 and E911 Services may not function in the event of an electric power outage until power is restored. Following an electric power outage, You must reset or reconfigure the terminal adapter equipment prior to utilizing the Service, including 911 and E911 Service. WE RECOMMEND THAT YOU HAVE AN ALTERNATIVE TELEPHONE SERVICE, EITHER WIRELESS OR WIRELINE, THAT IS CAPABLE OF SUPPORTING 911 OR E911 CALLING AND IS AVAILABLE AS AN ALTERNATIVE AT ALL TIMES IN CASE OF AN EMERGENCY. PLEASE NOTE THAT SOME FORMS OF WIRELESS SERVICE DO NOT SUPPORT AUTOMATIC LOCATION IDENTIFICATION OR HAVE OTHER E911 CALLING LIMITATIONS.

BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO ASSUME THE RISK OF LOSING EMERGENCY 911 DIALING CAPABILITIES AND CONSENT TO THE DISCLOSURE OF YOUR TELEPHONE NUMBER AND OTHER IDENTIFYING INFORMATION TO EMERGENCY 911 AUTHORITIES AS DLS DEEMS NECESSARY IN ITS SOLE OPINION AND DISCRETION.

PLEASE NOTE FURTHER THE FOLLOWING LIMITATIONS ON DLS'S 911 AND E911 SERVICE:

1.2. 911 and E911 Service may be limited or unavailable in the following circumstances:

1.2.1. In certain geographic areas where DLS's underlying E911 provider has limited access (or no access at all) to the PSAP's facilities;

1.2.2. If your broadband connection, equipment, Services or other broadband access connections are disconnected, suspended, or interrupted;

1.2.3. If You modify your equipment or relocate your equipment to a location other than to the location that You registered with us ("Registered Location");

1.2.4. If You change your phone number or if You add new phone numbers to your account. (Please note that You must give us your updated Registered Location specifying the location where You will use the Service for each changed or new phone number);

1.2.5. If there are delays or disruptions of Service in the network or Services of DLS's underlying E911 provider;

1.2.6. If there are network congestion, disruptions, or other problems associated with DLS's network;

1.2.7. If your Service is interrupted or terminated for any reason, including the suspension or termination of your account with DLS for non-payment of invoices.

1.3. LIMITATION OF LIABILITY AND DISCLAIMERS.

YOU SPECIFICALLY AGREE THAT IN NO EVENT WILL DLS (OR ANY OF ITS AFFILIATES, OR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH ANY USE OF (OR INABILITY TO USE) THE SERVICE OR WITH ANY USE OF (OR INABILITY TO USE) EMERGENCY 911 SERVICES IN CONNECTION THEREWITH. YOU ALSO AGREE TO RELEASE AND DISCHARGE DLS, ITS AFFILIATES (TOGETHER WITH ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS) FROM ANY AND AGAINST ALL ACTIONS, LAWSUITS, CLAIMS, DAMAGES, JUDGEMENTS, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) WHATSOEVER THAT YOU MAY OTHERWISE HAVE IN CONNECTION WITH USE (WHETHER BY YOU OR BY ANY OTHER PERSON) OF THE SERVICES THAT ARE PROVIDED

TO YOU UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE YOUR RIGHT (AND COVENANT NOT) TO BRING SUIT FOR SAID CLAIMS AGAINST US OR ANY OF THE OTHER PERSONS MENTIONED IN THE PREVIOUS SENTENCE.

DLS also has no physical control over whether, or the manner in which, calls using our 911 Service are delivered by our underlying 911 provider or whether or if they are properly answered or addressed by any local emergency response center. ACCORDINGLY, DLS HEREBY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE HANDLING OF SUCH CALLS BY ANY THIRD PARTY OR FOR ANY OTHER CONDUCT OF THE LOCAL EMERGENCY RESPONSE CENTER OR OF THE NATIONAL EMERGENCY CALLING CENTER USED BY DLS'S UNDERLYING 911 PROVIDER.

DLS also relies on its underlying 911 provider and other third parties to route 911 Emergency calls to the proper emergency response center. DLS DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY FAILURE OR OMISSION ON THE PART OF SUCH THIRD PARTY. BY USING THE SERVICES, YOU AGREE THAT NEITHER DLS, NOR ANY OF ITS AFFILIATES (OR ITS OR THEIR OFFICERS, EMPLOYEES, OR AGENTS) WILL HAVE ANY SUCH LIABILITY OR RESPONSIBILITY AND, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE YOUR RIGHT TO BRING ANY CLAIM AGAINST DLS, ITS OFFICERS, EMPLOYEES OR AGENTS, ARISING FROM OR IN CONNECTION WITH THE EMERGENCY 911 SERVICE, EXCEPT WHERE SUCH CLAIMS RESULT FROM DLS'S (OR ITS EMPLOYEES' OR AGENTS') GROSS NEGLIGENCE OR RECKLESS OR WILLFULL MISCONDUCT.

FURTHERMORE, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD DLS, ITS EMPLOYEES, AND AGENTS HARMLESS FROM ANY SUCH CLAIM BROUGHT, ASSERTED OR THREATENED BY ANY THIRD PARTY UNLESS CAUSED BY DLS'S (OR ITS EMPLOYEES' OR AGENTS') GROSS NEGLIGENCE OR RECKLESS OR WILLFULL MISCONDUCT.

IF YOU HAVE ANY QUESTIONS ABOUT THESE LIMITATIONS AND DISCLAIMERS, PLEASE CONTACT US BY TELEPHONE AT 847-854-4799 OR EMAIL US AT claims@noc.dls.net. YOU SHOULD NOT SIGN UP FOR THE SERVICE UNLESS YOU FULLY UNDERSTAND AND AGREE WITH THESE LIMITATIONS AND DISCLAIMERS.

YOUR OBLIGATION TO REGISTER YOUR LOCATION, TO GIVE OTHERS NOTICE OF EMERGENCY 911 LIMITATIONS - INCLUDING PLACING 911 WARNING STICKERS ON YOUR PHONE.

1.4. Your Obligation to Register the Address of Your Physical Location

For each telephone number that You use for the Service, AT THE TIME THAT YOU SUBSCRIBE TO THE SERVICE You must register with DLS (at 847-854-4799 or via the administration interface of your Hosted PBX service) the address of the physical location where You will be using the Service along with your subscription information below.

YOU SPECIFICALLY AGREE TO ACCEPT CHARGES OF \$80 PER CALL FOR EACH 911 CALL MADE FROM A PHONE FOR WHICH YOU DO NOT HAVE UP TO DATE 911 PROFILE IN THE DLS HOSTED PBX.

Importantly, when and if You move the Service or your equipment to another location, YOU MUST AGAIN REGISTER THAT NEW LOCATION WITH DLS ((at 847-854-4799 or via the administration interface of your Hosted PBX service). If you do not register your new location, any calls You make using the 911 Service feature may be sent to an emergency center near your old address.

1.5. Your Obligation to Give Others Notice of Emergency 911 Limitations

IN ADDITION, YOU AGREE TO BE FULLY RESPONSIBLE AT ALL TIMES DURING THE TERM OF THIS AGREEMENT FOR NOTIFYING ALL MEMBERS OF YOUR BUSINESS OR HOUSEHOLD AND ALL OTHER PERSONS AT YOUR LOCATION OF INTERRUPTIONS, THE POSSIBLE LOSS OF EMERGENCY 911 DIALING CAPABILITIES, AND OF DLS'S LIMITATIONS OF LIABILITY AND DISCLAIMERS DESCRIBED IN THE PREVIOUS PARAGRAPHS.

YOU ALSO AGREE (TO THE FULLEST EXTENT PERMITTED BY LAW) TO INDEMNIFY, DEFEND AND HOLD DLS, ITS SUPPLIERS (INCLUDING ITS UNDERLYING E911 PROVIDER), TOGETHER WITH ITS AND THEIR AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS) FROM OR AGAINST ANY AND ALL ASSERTED OR THREATENED CLAIMS (AS THAT TERM IS DEFINED ABOVE) TO THE EXTENT ARISING FROM OR IN CONNECTION WITH THE USE OF THE SERVICE BY ANY PERSON OR ENTITY OTHER THAN THE PERSON SIGNING BELOW OR WITH YOUR FAILURE TO COMPLY WITH THE E911 NOTIFICATION OBLIGATIONS SET FORTH BELOW.

1.6. Your Obligation to Place 911 Warning Stickers on your Telephone Handset Used with the Service

IN ADDITION TO YOUR NOTIFICATION OBLIGATIONS IN THE PREVIOUS PARAGRAPH AND AS A CONDITION OF PURCHASING THE SERVICES, YOU MUST PROMINENTLY DISPLAY AT OR NEAR THE TELEPHONE HANDSET TO BE USED WITH THE SERVICES, THE E911 WARNING STICKERS SENT TO YOU IN YOUR WELCOME PACKET. FAILURE TO DO SO IS A MATERIAL BREACH OF THE AGREEMENT BETWEEN YOU AND DLS AND GIVES DLS THE RIGHT TO TERMINATE THIS AGREEMENT FOR CAUSE AND OTHER REMEDIES, INCLUDING WITHOUT LIMITATION, THE RIGHT TO RECOVER DAMAGES AND TO INVOKE YOUR INDEMNIFICATION OBLIGATIONS DESCRIBED IN THE PREVIOUS PARAGRAPH.

1.7. ADDITIONAL RESTRICTIONS AND SERVICE LIMITATIONS.

Home alarm systems, fax machines and other devices that attach to your home computers, local telephone service, cable system or other devices may not work with the Service and DLS MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WHATSOEVER THAT THE SERVICE WILL WORK WITH THESE DEVICES. Additional Service limitations are or may be set forth elsewhere in the Agreement (including the Terms and Conditions set forth at www.dls.net), as amended from time to time in accordance with the provisions thereof. It is your obligation to periodically review DLS's Website to review these limitations and amendments.

DLS Service Order

Service Order Date: 3/30/2022

Service Order# 974

	Customer	DLS Internet Services
Name	Village of Hawthorn Woods	DLS
Address	2 Lagoon Drive Lake Zurich, IL 60047	950 Oak Street Lake in the Hills, IL 60156
Contact	Pamela O. Newton	Sam Rozenfeld
Title	Chief Operating Officer	CEO
Phone	(847) 438-5500	847-854-4799 ext. 222
E-mail	pnewton@vhw.org	Rozenfeld@dls.net

Order Detail

Item-Description	Quantity	Unit Price	MRC	NRC
Hosted PBX Service Engine	1	\$195.000	\$195.00	
Hosted PBX Seat license (Free Inbound, Domestic outbound calls @ 0.019/min Village Hall - 13 Users Police Department - 14 Users Public Works - 2 Users Acquatic Center - 6 Users Conference - 1 Door Phone for PD - 1)	38	\$5.000	\$190.00	
Hosted PBX Fax Module	1	\$35.000	\$35.00	
Hosted PBX Conferencing Module	1	\$35.000	\$35.00	
Hosted PBX Call Recording	1	\$35.000	\$35.00	
Domestic Phone Number (Elected Officials 847-3550 847-3551 847-3549 847-3553 847-3547 847-3554 847-3552 Village Hall 438-5500 This is the Village s main line Administration 847-3535 540-5222 847-3514 847-3522 Presently, this number is not being used No employee at this desk.	31	\$1.000	\$31.00	

Item-Description	Quantity	Unit Price	MRC	NRC
847-3594 Presently, this number is not being used No employee at this desk. Community Development 847-3592 847-3588 847-3537 847-3586 Finance Department 847-3590 847-3529 847-3524 Presently, this number is not being used No employee at this desk. Parks and Recreation 847-3531 847-3533 Public Works 540-5227 540-5223 540-5228 Police Department 438-5046 438-9050 Note, all officers only have extensions; no direct lines. Callers would call 438-9050, then type in the officer s extension. Aquatic Center 847-3500 847-3503 847-3505 847-3504)				
Domestic Fax Number (Likely overstated - may only need 3 numbers)	31	\$1.000	\$31.00	
-- Domestic Outbound Minutes (Domestic outbound usage in minutes)	1,600	\$0.019	\$30.40	
Equipment Lease (Yealink WF50 Wi-Fi Dongle (kitchen phone))	1	\$2.500	\$2.50	
Equipment Lease (YuanLey 5 Port Gigabit PoE Switch with 4 Port PoE+ 1000Mbps, 802.3af/at 78W Built-in Power, Fanless Metal Unmanaged Plug & Play)	3	\$5.000	\$15.00	
Equipment Lease (Yealink T48 Series)	3	\$4.000	\$12.00	
Equipment Lease (Polycom RealPresence Trio 8800)	1	\$14.720	\$14.72	
Equipment Lease (Yealink T46 Series)	25	\$4.500	\$112.50	
Equipment Lease (Yealink T27 Series)	6	\$4.000	\$24.00	
Equipment Lease (Yealink BT41 Bluetooth Dongle)	3	\$2.500	\$7.50	
Equipment Lease (MPOW Bluetooth Headset)	3	\$2.500	\$7.50	
Equipment Lease (Viking E-30-IP Door Phone for Police Dept)	2	\$16.230	\$32.46	
Equipment Lease (Cisco ATA for fax in aquatic center)	1	\$3.000	\$3.00	

Item-Description	Quantity	Unit Price	MRC	NRC
Subtotal			\$813.58	

IL Sales Tax @ 8.00%: \$0.00
 Regulatory Recovery Fee: \$55.33
 Total MRC: \$868.91
 Total NRC:

DISCLAIMER: SOME QUOTED PRICES MAY EXCLUDE TELECOMMUNICATIONS TAXES AND FEES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF DLS SERVICE(S) IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY FROM DLS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, THAT IS NOT EXPRESSLY STATED IN THE DLS SERVICE AGREEMENT. ADDITIONALLY, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DLS SHALL CREATE ANY WARRANTY. IN NO EVENT SHALL DLS BE HELD LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER LOSSES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR THE LIKE), ARISING FROM THE USE OF DLS SERVICES.

ALL NEW HARDWARE SOLD BY DLS IS COVERED BY THE MANUFACTURER'S LIMITED WARRANTY. IN ADDITION TO THE LIMITED WARRANTY DLS GUARANTEES ALL USED AND REFURBISHED HARDWARE SOLD BY DLS IS GUARANTEED TO BE FREE OF DEFECTS AND FUNCTION IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS FOR ONE YEAR SINCE THE DATE OF PURCHASE.

EXTENDED GUARANTEE: DLS ASSUMES THE COST OF REPAIR OR REPLACEMENT DUE TO BREAKDOWN OF ALL EQUIPMENT, WHETHER LEASED OR PURCHASED, THAT IS USED FOR AND IN CONJUNCTION WITH THE SERVICE PROVIDED BY DLS. CUSTOMERS MUST BE IN GOOD STANDING AND HAVE NO OUTSTANDING OBLIGATION TO DLS.

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE ("Lease") is made and effective **08-11-2022**, by and between **DLS Internet Services (dba)**, ("Lessor") and **Customer** ("Lessee"). Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible property as outlined in the service order.

In consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, all of the equipment described in this service order.
2. **Term.** The term of this Lease shall commence on the date the equipment was shipped or otherwise made available to the client and shall terminate **at the end of the monthly billing period following the 30 days notice from either lessee or lessor.**
3. **Shipping.** Lessee shall be responsible for shipping the Equipment to Lessee's premises.
4. **Rent and Deposit** The monthly rent for the Equipment shall be paid in advance in installments according to the amounts outlined in this service order, beginning on the date when the equipment was shipped or otherwise delivered to the customer. Any invoice unpaid for 60 days is subject to a 1.5% non-refundable late fee and other remedies. Rent for any partial-month shall be prorated.
5. **Use.** Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, and regulations in any way relating to the possession, use, or maintenance of the Equipment.
6. **Warranty Options.** LESSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT LESSOR WARRANTS THAT LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED IN THIS LEASE.
7. **Repairs.** Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition, and working order and shall furnish any and all parts, mechanisms, and devices required to keep the Equipment in good mechanical working order.
8. **Replacement.** If replacement of Lessor-Provided Equipment is required for any reason, the lessor may use refurbished Lessor-Provided Equipment and will be replaced on an exchange basis only.
9. **Loss and Damage.** Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease. In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:
 - a. Place the same in good repair, condition, and working order; or
 - b. Replace the same with like equipment in good repair, condition, and working order; or
 - c. Pay to Lessor the replacement cost of the Equipment.

10. **Surrender.** Upon the termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.

11. **Taxes.** Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.

12. **Indemnity.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

13. **Default.** If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept, or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:
 - a. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
 - b. To take possession of the Equipment, without demand or notice, wherever the same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
 - c. To terminate this Lease immediately.
 - d. To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee, shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative and may be exercised concurrently or separately.

14. **Bankruptcy.** Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.

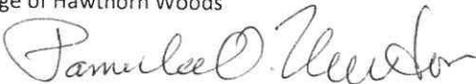
- 15. **Ownership.** The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.
- 16. **Additional Documents.** If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.
- 17. **Entire Agreement.** This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.
- 18. **Assignment.** Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.
- 19. **Governing Law.** This Lease shall be construed and enforced according to laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Customer:

DLS Internet Services

Village of Hawthorn Woods

By: 

By:

Sam Rozenfeld,

Pamela O. Newton

Partner

Date: 10/13/22

Date: 3/30/2022

