



ORDINANCE NO. 2289-23

AN ORDINANCE RATIFYING AND CONFIRMING THE EXECUTION OF A PREVIOUSLY EXECUTED AGREEMENT—ADVANCED BUSINESS GROUP, LLC

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 Advanced Business Group, LLC. Such Agreement is by and between the Village of Hawthorn Woods and Advanced Business Group, LLC., a copy of which is attached hereto as Exhibit "A", and, by this reference made a part hereof.

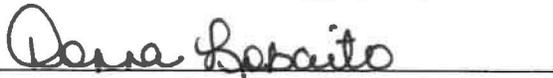
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois, on November 27, 2023:

AYES: Kaiser, McCarthy, Rychlik, Bayer, Hurst

NAYS: 0

ABSENT AND NOT VOTING: Baman

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

PASSED: November 27, 2023

APPROVED: November 27, 2023

PUBLISHED: November 29, 2023

**ADVANCED BUSINESS GROUP, LLC**

**Service Agreement**

1. **General.** This Agreement is made by and between Advanced Business Group, LLC, an Illinois Limited Liability Company with an address at 1055 Campus Drive, Mundelein, Illinois 60060 ("ABG") and Customer ("Customer") as identified below. This Agreement shall be effective on the date that it is executed by ABG following Customer's execution ("Effective Date"). This Agreement sets forth the terms and conditions pursuant to which ABG shall provide to Customer the Internet Access Service ("Service") described below.

2. **Service.** Service consists of providing access to the Internet and to other business networks identified in Addendum A-1 and providing any other services specified in Addendum A-1 (the "ABG Network"). Estimated dates of completion of installation of Internet connectivity (the "Dates of Completion") are often dependent on parties other than ABG, including local exchange carriers; therefore, Dates of Completion are provided on a "best efforts" basis, but ABG makes no guarantees regarding Dates of Completion. Notwithstanding the foregoing, if installation of Internet connectivity and other Services are not provided within six (6) months of Customer's order for Services, Customer may elect to terminate this Agreement upon written notice to ABG. Upon receipt of such notice, ABG shall refund to Customer all amounts prepaid to ABG by Customer regarding such installation. Customer or its representative shall cooperate with ABG in the installation process, including accurate completion of an order form containing detailed demarcation information and other onsite contact listings. Changes in an order made by or on behalf of Customer or the occurrence of events outside the control of ABG, such as Force Majeure, may result in delays for which ABG is not responsible hereunder. Changes in an order made by or on behalf of a Customer may result in additional one-time or recurring charges by ABG or its affiliates, agents or assigns, including but not limited to LEC and IXC.

3. **Maintenance.**

a) **Normal Maintenance.** Normal maintenance shall refer to: i) upgrades of hardware or software; or ii) upgrades to increase capacity. Normal Maintenance, while being conducted, may degrade quality of the Services provided which may include an outage of the Services; provided however, that an outage related to Normal Maintenance shall not be deemed to be Network Downtime as defined herein. Normal Maintenance shall be undertaken by ABG at such times provided by ABG on its website at [www.abgnetwork.net](http://www.abgnetwork.net) or as otherwise communicated to Customer no less than 48 hours in advance via e-mail to a contact designated by Customer.

b) **Emergency Maintenance.** Emergency Maintenance shall refer to efforts by ABG, LEC, IXC or other involved providers to correct conditions that are causing or which are likely to cause a material Service outage, or are otherwise threatening the stability of services provided by ABG to Customer. Emergency Maintenance, while being conducted, may include a degradation or outage of Services provided to Customer. An outage related to Emergency Maintenance shall be deemed an outage for purposes of calculating Network Downtime unless such Emergency Maintenance is the result of i) the negligence, acts or omissions of Customer, its employees contractors or agents or its Users, ii) the failure or malfunction of equipment, applications or systems not owned or controlled by ABG, or iii) circumstances or causes beyond the control of

ABG, including but not limited to instances of Force Majeure. ABG may undertake Emergency Maintenance at any time ABG deems necessary. ABG may, but shall not be required to, provide notice of Emergency Maintenance to Customer.

c) Network Downtime. Network Downtime is measured based on the total outage time of the affected Services. Network Downtime shall exist when a particular Customer circuit (the "Affected Service") is unable to transmit or receive data due to an event requiring Emergency Maintenance. Network Downtime is measured from the time ABG is notified of the Affected Services to the time the Affected Services are again able to transmit and/or receive data. Upon Customer's written request to ABG within thirty (30) days of the last day of the month in which the Network Downtime occurred, ABG shall provide a service credit equal to the pro-rated charges for one day of Service for the Affected Service for each cumulative hour of Network Downtime. For each hour of downtime, the customer will receive a 1/8 day credit (3 hours) not to exceed 8 hours of downtime ( 1 day service credit) on any given day. Service credits will not be available to Customer in cases which the Services are unavailable as a result of i) the negligence, acts or omissions of Customer, its employees contractors or agents or its Users, ii) the failure or malfunction of equipment, applications or systems not owned or controlled by ABG, iii) circumstances or causes beyond the control of ABG, including but not limited to instances of Force Majeure or iv) Normal Maintenance. Such service credits will be granted only if Customer affords ABG full and free access to Customer's premises and equipment to make necessary repairs, maintenance, testing, etc.

4. Rates and Charges: Payment. Subject to Customer's other rights, Customer agrees to pay all applicable rates and charges set forth on Addendum A-1 hereto, which Addendum is incorporated by reference herein. In addition to such rates and charges, Customer shall be responsible for all sales and use taxes, as well as any duties or levies, arising in connection with the Service, including without limitation, any and all fees and taxes which may be imposed by any Internet registration authority, including but not limited to the registration and maintenance of Customer's domain name(s) and/or Internet address(es), if any. Billing for the Service shall be monthly in advance. Customer shall also pay a prorated amount of the fees charged by the telecommunication provider supplying the telecommunication lines servicing the ABG Network (the "Prorations"). Payment for initial set-up and installation fees, shall be payable upon execution of Addendum A-1. Charges shall be due upon Customer's receipt of invoice and payable within thirty (30) days of such date. Any amount not paid within such period shall bear interest at the lesser of (i) the rate of five percent (5%) per month, or (ii) the highest rate permitted by applicable law. If Customer has authorized ABG to charge Customer's credit card, Customer authorizes ABG to continue to charge against such credit card on a recurring basis until receipt by ABG of written notice from Customer withdrawing such authorization. If Customer reasonably and in good faith disputes any portion of an invoice, Customer shall timely pay the full invoiced amount and provide ABG, within thirty (30) days of payment, a written statement adequately supporting Customer's position regarding the dispute. ABG shall determine in its good faith business judgment whether such invoiced items were erroneous, and shall issue a credit to Customer if it so determines. ABG reserves the right to change or modify the rates and charges for the Service, or eliminate or modify certain components of the Service, upon not less than forty-five (45) days advance written notice to Customer. In the event of such a modification or elimination with respect to the Service, Customer may terminate this Agreement, without penalty, upon not less than thirty (30) days advance written notice to ABG. Customer's

execution of this Agreement signifies Customer's acceptance of ABG's initial and continuing credit review and approval. ABG reserves the right to withhold implementation of Service pending completion of ABG's credit review and ABG may condition initiation and/or continuation of Service on its receipt of a deposit or such other means to establish reasonable assurance of payment.

5. Term and Termination.

(a) Except as otherwise stated herein, this Agreement and Addendum A-1 shall be effective upon the Effective Date and continue for the duration of the Term as specified in Addendum A-1 (the "Term"). This Agreement and Addendum A-1 may be terminated by either party at the end of its Term by giving written notice at least sixty (60) days prior thereto, but in the absence of such notice, this Agreement and Addendum A-1 shall automatically renew under the same terms and conditions for a term equal to that of its original Term (such renewal term shall also be referred to herein as the "Term"). In the event Customer terminates the Agreement prior to the conclusion of the Term, Customer shall pay to ABG all charges for Service provided through the effective date of such cancellation, including all Prorations, plus a cancellation charge in an amount equal to the balance of the monthly Service charges (then in effect at the time of cancellation) for such canceled Service that would otherwise have become due for the unexpired balance of the Term; however, no additional fees shall be due to ABG from the Customer after the date of termination if the Customer cancels due to lack of performance by ABG under the terms of this agreement.

(b) ABG may terminate this Agreement and/or cease or suspend the provision of the Service upon default of Customer. Default includes: (i) the failure to pay any amount when due hereunder (after five (5) days prior notice of such failure to pay); (ii) the filing of a petition in bankruptcy by or against Customer; (iii) an adverse credit review as determined by ABG in its sole discretion; and (iv) any material default of this Agreement. Termination shall not relieve Customer of its obligation to pay all fees for Service accrued and owing up to and including the date of termination or otherwise payable pursuant to Section (a) above, nor shall it preclude ABG from pursuing any other remedies available to it, at law or in equity.

(c) In the event a law or regulatory action prohibits, substantially impairs or makes impracticable the provision of Service under this Agreement, as determined by ABG, ABG may, at its option and without liability, terminate this Agreement or modify the Service or the terms and conditions of this Agreement in order to conform to such action ("Regulatory Modification"); provided, however, that ABG shall provide thirty (30) days written notice prior to Customer of any such Regulatory Modification, unless ABG determines, in its good faith business judgment, that it is necessary to reduce the foregoing notice period. Use by Customer of the Service after implementation of a Regulatory Modification shall constitute acceptance by Customer of such changes.

6. Rights and Obligations of Customer.

a) Representations. Customer represents that (a) it has full right and authority to enter into this Agreement; (b) it will not use the Service in any manner which is in violation of any law or governmental regulation; (c) the "Customer Data" (as hereinafter defined) will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade

dress, trade secret, privacy, publicity, or other personal or proprietary right; (d) the Customer Data will not include indecent or obscene material (as determined by ABG) or constitute a defamation or libel of ABG or any third party and will not result in the obligation of ABG to make payment of any third party licensing fees; and (e) it will comply with all relevant export and encryption laws and regulations of the United States. For purposes of this Section 6, "Customer Data" shall mean any information transmitted through the Service by Customer or on the Customer's behalf.

b) General Conduct. The ABG Network may be used only for lawful purposes. Users may not use the ABG Network in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component as determined by ABG.

c) E-Mail. Users may not send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ("spam") in a way that could be reasonably expected to adversely impact ABG or the ABG Network, including, without limitation, using an e-mail account on ABG's network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the ABG Network. In addition, Users may not use the ABG Network in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send or attempt to send e-mail with forged or modified header information, (d) send malicious e-mail, including, without limitation, "mailbombing", or (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider.

d) System and Network Security. Customer and Users are prohibited from violating or attempting to violate the security of the ABG Network, including, without limitation, (a) accessing data not intended for such Customer or User or logging into a server or account which such Customer or User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing", (d) misrepresenting or attempting to misrepresent the Customer's or User's identity or source of data transmission for the purposes of obtaining access to data, or (e) taking any action in order to obtain services to which such Customer or User is not entitled, or (f) using any information from the ABG Network, including but not limited to passwords and other security information, in a manner which would adversely affect ABG, the ABG Network, any ABG Customer, or any User. Violations of system or network security may result in civil or criminal liability. ABG will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. Customer is solely responsible for any and all actions of its employees.

e) Suspension; Termination. In the event any Customer or User violated any element of this Section 6, the Customer affiliated with such User shall receive a written warning with proof of receipt, and the Customer and/or User may be subject to a temporary suspension of service

pending such Customer's agreement in writing to refrain from any further violations. In the event that a Customer or User has committed a second violation of any element of this Section 6, the Customer and/or User shall be subject to immediate suspension of service without further notice. Notwithstanding the foregoing, ABG or its agents may immediately suspend the Customer's or User's service without issuing any warnings, if ABG becomes aware of activity that poses a threat or limitation to continued operations and stability of the ABG network. Such activity may include, but not be limited to, spam, botnet, virus, malware, denial-of-service, etc. Such activity may be intentional or unintentional; and may be originating and continuing with or without the Customer's or User's knowledge. In all cases described in this section 6, ABG will endeavor to assist the Customer in mitigating the root cause of any issue discovered, and re-instating full services contracted. ABG or its agents may take such further action as ABG or its agents solely determine(s) to be appropriate under the circumstances to eliminate or preclude additional violations, and ABG and its agents shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from ABG's or its agents' exercise of its rights under these policies. The Customer will be liable for any costs incurred by ABG in such mitigation efforts, and these costs will be discussed with the Customer in advance to the extent possible. In the event the Customer refuses to refrain from further violations, or refuses to mitigate active and ongoing threats to ABG operations, the Customer shall be subject to termination of service upon 30 day notice. Any termination of service by ABG or its agents pursuant to this Section 6(e) shall be considered a termination by the Customer under Section 5(a) and the early termination provisions of such Section shall apply.

f) Intentionally blank.

g) Intentionally blank.

7. Equipment or Software Not Provided By ABG. Customer shall be solely responsible for the installation, operation, maintenance, use and compatibility of equipment or software not provided by ABG and ABG shall have no responsibility or liability in connection therewith. In the event that equipment or software not provided by ABG or changes/modifications by any entity other than ABG to equipment or software provided by ABG impairs Customer's use of any Service, Customer shall nonetheless be liable for payment for all Service provided by ABG. Customer shall cooperate with ABG in setting the initial configuration for its equipment's interface with the Service and comply with ABG's instructions in connection therewith. Customer shall be solely responsible for the effects of any software and equipment not provided by ABG or any changes/modifications made by any entity other than ABG or its agents to any equipment or software provided by ABG. In the event any software and equipment not provided by ABG or any changes/modifications made by any entity other than ABG or its agents to any equipment or software provided by ABG in the sole discretion of ABG adversely affects the ABG Network, ABG or its agents may terminate or suspend Customer in accordance with the provisions of Section 6(e) herein.

8. Rights and Obligations of ABG: Disclaimer of Warranties.

(a) ABG does not monitor the ABG Network at all times, but ABG reserves the right to monitor and record all Customer and User activity on the ABG Network and Customer and Users hereby grant ABG the right to monitor and record all of their actions. ABG takes no

responsibility for any material input by others. ABG is not responsible for the content of any information available on the ABG Network; links are provided as Internet navigation tools only.

(b) ABG shall not be liable for any damages to data or service in the event that any ABG security measures are compromised by any third party(s).

(c) Access Speed as specified in Addendum A-1 is guaranteed on the Local Loop only.

(d) Customer agrees that it is solely responsible for assessing its own computer and transmission network needs and the results to be obtained therefrom and ABG exercises no control whatsoever over the merchandise, information and services offered or accessible on the Internet, ABG shall use commercially reasonable efforts to (i) monitor its network and its interconnection to other networks and (ii) maintain its network in an operational state (except during scheduled maintenance) in order to provide Service. ABG SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE CUSTOMER OR USERS CAUSED BY CUSTOMER, USERS OR ANY THIRD PARTIES UNAFFILIATED WITH ABG. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S USE AND USERS' USE OF THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY ABG, IF ANY, AND THE INTERNET. CUSTOMER UNDERSTANDS AND AGREES FURTHER THAT THE INTERNET (1) CONTAINS MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE AND (2) IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREACH THE SECURITY OF ABG'S AND/OR CUSTOMER'S NETWORK(S). ABG HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR ACTIONS AND CUSTOMER AND CUSTOMER'S USERS ACCESS THE SERVICE AT CUSTOMER'S OWN RISK. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN ADDENDUM A-1, THE SERVICE AND RELATED SOFTWARE AND/OR EQUIPMENT PROVIDED BY ABG, IF ANY, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY ABG, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. Some states do not allow the limitation of implied warranty, and therefore certain provisions may not apply to customers located in those states.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ABG, ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY) WHETHER OR NOT ABG HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. ABG'S LIABILITY HEREUNDER SHALL IN NO

EVENT EXCEED AN AMOUNT EQUAL TO THE AVERAGE MONTHLY RECURRING CHARGE PAID BY CUSTOMER FOR THE SERVICE, SUCH AVERAGE MONTHLY CHARGE TO BE CALCULATED BASED UPON THE PERIOD COMMENCING ON THE EFFECTIVE DATE AND CONCLUDING ON THE DATE A CLAIM IS MADE. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. The foregoing sets forth Customer's exclusive remedy for breach of this Agreement by ABG. Some states do not allow the exclusion of incidental or consequential damages, and therefore certain provisions hereof may not apply to customers located in those states. The provisions of this Section 9 allocate the risks between ABG and Customer and ABG's pricing reflects the allocation of risk and limitation of liability specified herein.

10. Indemnity. Each Party agrees to defend, indemnify and hold the Other Party and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any breach of this Agreement by Customer or Users; (b) the use of the Service or the Internet or the placement or transmission of any information, software or other materials on the Internet by Customer or Users, including but not limited to any Customer Data; (c) acts or omissions of Customer, Customer's agents or contractors in connection with, among other things, the installation, maintenance, presence, use or removal of equipment or software not provided by ABG connected or to be connected to the Service; and (d) claims for infringement of any third party proprietary right, including copyright, patent, trade secret and trademark rights, arising from the use of any services, equipment and software not provided by ABG.

11. Non-Solicitation of Employees. Customer shall not, during the Term of this Agreement and for a period of one (1) year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee of ABG with whom Customer had contact pursuant to this Agreement.

12. Non-Disclosure. Except with respect to information in the public domain or which is legally required to be disclosed, Customer shall not disclose any of the terms and conditions of this Agreement to any third party during the Term and for a period of twelve (12) months thereafter.

13. Assignment. Customer may not assign this Agreement, except to a Successor in Interest who agrees to abide by these terms. Written notice of the assignment must be requested and accepted by ABG. Customer has no right to resell the Service .

14. Miscellaneous.

(a) In the event of a dispute relating to this Agreement, the sole remedy of Customer shall be limited to submitting such dispute for binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association and judgment on any award entered therein may be entered in any court of competent jurisdiction. The venue for any such arbitration shall be Chicago, Illinois and participants shall be knowledgeable and experienced regarding internet access. Any expenses incurred in connection with the arbitration proceedings (including

reasonable attorneys' fees) shall be borne by the party against whom, or against whose position in the dispute, the arbitrator decides. Except to the extent of any conflict with the Commercial Arbitration Rules indicated above, the rules of the Illinois Arbitration Act shall apply, except that the arbitrator shall grant each of the parties the opportunity to conduct reasonable discovery. ABG shall be entitled to pursue its remedies at law or in equity in any court of competent jurisdiction or may utilize the binding arbitration provisions set forth above.

(b) In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect.

(c) ABG's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any of its rights hereunder.

(d) The terms and conditions of this Agreement, including all Addenda, shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form for purchase or payment submitted by Customer to ABG.

(e) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive, including but not limited to sections 4, 6, 8, 9, 10, 11, 12 and 14.

(f) ABG is acting as an independent contractor and shall have exclusive control of the manner and means of performing its obligations.

(g) ABG will not be responsible for performance of its obligations hereunder where delayed or hindered by war, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God, or any other event beyond its control.

(h) All notices shall be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party. Notices to ABG shall be sent to the attention of its General Counsel.

(i) This Agreement shall be governed by the laws of the State of Illinois. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. In any proceeding to enforce the terms of this Agreement, the party prevailing shall be entitled to recover all of its expenses, including, without limitation, reasonable attorney's fees.

(j) This Agreement may be executed in separate counterparts including facsimile copies, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument and legally binding upon the parties.

(k) This Agreement and Addendum A-1 constitute the entire agreement between Customer and ABG with respect to the Service and supersede any other written or oral agreement. Except as stated herein, this Agreement and Addendum A-1 may only be amended and additional

Addenda may only be made a part hereof in a written agreement executed by authorized representatives of both parties hereto.

ADVANCED BUSINESS GROUP, LLC

Customer: Village of Hawthorn Woods

By: MICHAEL MALITSKY

By: Pamela O. Newton

Its: MANAGER

Its: COO

[Signature]

Pamela O. Newton

Date: 11/10/2023

Date: 11/10/23

Customer's Address:

2 Lagoon Dr

Hawthorn Woods, IL 60047

Customer Contact 1

Name: Donna Lobaito

Address: \_\_\_\_\_

Phone: 847-540-5222

Customer Contact 2

Name: Katrina York

Address: 2 Lagoon Dr.

Hawthorn Woods, IL 60047

Phone: 847-847-3590

Definitions Page.

LEC – Local Exchange Carrier  
IXC – Inter Exchange Carrier  
URL – Universal Resource Locator  
MRC – Monthly Recurring Charge  
DSL – Digital Subscriber Line

**ADDENDUM A-1**  
**TO ADVANCED BUSINESS GROUP, LLC SERVICE AGREEMENT**

This Addendum A-1 to the agreement between \_\_\_\_\_ and Advanced Business Group LLC (the "Agreement") sets forth the description of ABG Service as provided pursuant to such Agreement. Except as otherwise set forth herein, capitalized terms shall have the definitions assigned to them in the Agreement.

1. Services.

Local Loop:	Term:	Managed Firewall: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> T1/FT1	<input type="checkbox"/> 12 mo.	Number of POP3 Mailboxes _____	
<input checked="" type="checkbox"/> Ethernet	<input type="checkbox"/> 24 mo.	Additional Services at no extra charge**:	
Access Speed: ##	<input checked="" type="checkbox"/> 36 mo.	DNS Hosting, FTP and WEB site hosting, POP3 Email with SPAM and Virus Control,	

2. Rates and Charges.

Local Loop MRC: \$2356 *	Telecom Installation Charges: WAIVED ###
ABG MRC: \$600	
\$ _____	
Charges for Additional	Additional services available:
Services MRC: usage-based	Hosted Exchange Service \$10/mailbox***
	Veeam license rental \$20/VM ***

## 100Mb at PD, 50Mb at PW, 50Mb at Aquatic Center. All symmetrical, all fiber – based.

### Network configuration by ABN at regular rates.

\* - Includes taxes charged by providers for telecommunication lines as of 9/13/23. Costs are subject to change as wholesale rate and telecommunications taxes increases are passed on from the underlying carrier.

\*\* - requires dedicated point-to-point connection to ABG private network.

\*\*\* - billed monthly for the previous month's usage

3. Estimated Date of Completion.

The Estimated Date of Completion of the installation of Services is 06/01/2024.

ADVANCED BUSINESS GROUP, LLC

By: MICHAEL MALITSKY

Its: MANAGER



Date: 11/10/2023

Customer: Village of Hawthorn Woods

By: Pamela O. Newton

Signature and Title: COO



Date: 11/10/23

### Technical Information

1. List and Administrative, Billing, and Technical contact for your company (all can be one person).

Administrative  
Full Name Donna Lobaito email address Dlobaito@vhuw.org  
Address \_\_\_\_\_  
Phone 847-540-5222 Title CAO

Billing  
Full Name Katrina York email address K.York@vhuw.org  
Address \_\_\_\_\_  
Phone 847-847-3590 Title CEO

Technical  
Full Name \_\_\_\_\_ email address \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Title \_\_\_\_\_

2. List domain names for your company. For each, indicate whether it has already been registered. If it hasn't, ABG will register it for you.

\_\_\_\_\_ already registered  
\_\_\_\_\_   
\_\_\_\_\_   
\_\_\_\_\_

3. If IP addressing is currently used on your network, list the subnets with subnet masks.

\_\_\_\_\_  
\_\_\_\_\_

4. If your company's existing website will be transferred to ABG servers, please provide the URL(s).

\_\_\_\_\_  
\_\_\_\_\_

5. Provide the following information for each POP3 mailbox:

Full name of the individual (ex. John Q Public).

Mailbox name (ex. jqp, johnp, jpublic, etc).

Password (these can be changed at any time after account creation).