

**Metro Ethernet Lease Agreement Community Unit Schools Mattoon #011208-01**

This Agreement, effective as of the 7<sup>th</sup> day of FEBRUARY, 2008, between Illinois Consolidated Telephone Company, an Illinois corporation, located at 121 South 17<sup>th</sup> Street, Mattoon, IL, hereinafter called ICTC, and Community Unit Schools Mattoon, Mattoon, Illinois hereinafter called the Customer, expresses the terms and conditions upon which ICTC will furnish to Customer the services and facilities described in Exhibit 1 at the rates so indicated on Exhibit 1 for the limited uses described in Exhibit 1, which is attached hereto and made a part hereof.

1. By agreement of the parties, new exhibits covering changes in rates and adding or deleting services, facilities and/or uses can be substituted hereafter, after being properly executed by both parties; and upon their execution and in accordance with the effective date thereof, said new exhibits shall supersede and cancel all prior exhibits.
2. The Customer shall pay to ICTC monthly, plus a one-time non-recurring charge, the sum for the itemized services and facilities indicated on Exhibit 1 at the rates shown on Exhibit 1.
3. ICTC shall maintain its services and facilities in good working order and shall, if repair is necessary, repair the facilities in a timely manner.
4. The maximum period for which services and facilities described in Exhibit 1 will be leased is three (3) years. Agreement shall be for the term 07-01-08 through 06-30-11.
5. Customer may not use these facilities described in Exhibit 1 in any manner which will cause harm to ICTC's network. Furthermore, Customer may not use these facilities set out in Exhibit 1 to provide access services or to provide toll calling.
6. The Customer shall not at any time alter in any way the leased services and facilities without the written consent of ICTC.
7. Nothing herein contained shall be construed to confer upon the Customer any rights or property in the facilities of ICTC or a guarantee to the Customer of permission from regulatory authorities to use facilities.
8. The Customer shall not assign, transfer, sublet or permit any other entity to cohabit any of the facilities or services described in this Agreement without the consent in writing of ICTC.

9. Upon notice from either party that the other party has failed to materially comply with any of the terms and conditions of this Agreement and the failure of the defaulting party to cure such default within thirty (30) days of receipt of such notice, the nondefaulting party may terminate this Agreement without further liability to the defaulting party. Upon termination of this Agreement, the Customer shall forthwith discontinue the use of plant facilities, and upon its failure to do so, ICTC reserves the right to cause such discontinuance and no liability shall inure to ICTC on account of such discontinuance. Upon notice from ICTC that the use of plant facilities is forbidden by regulatory authorities, this Agreement shall terminate; provided that ICTC will, to the extent allowed by law and subject to payment by Customer of applicable monthly recurring charges, allow Customer a reasonable time following termination to procure and convert to alternative services.
10. This Agreement may be terminated by either party at any time after the expiration of the period for which facilities were furnished upon sixty (60) days notice in writing and the Customer shall be entitled to credit covering the period, if any, from the date facilities were removed to the end of the period for which payment has been made.
11. Payment of each invoice for the services is due, pursuant to the Illinois State Prompt Payment Act, in full. Customer agrees that ICTC may suspend and/or terminate service if any amounts due ICTC are not paid per the above.
12. ICTC will use reasonable efforts to provide services in accordance with prevailing industry standards. ICTC MAKES NO OTHER WARRANTIES CONCERNING THE SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT WILL ICTC BE LIABLE TO THE Customer OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF ICTC'S OBLIGATIONS HEREUNDER. Customer's SOLE REMEDY RELATED TO ANY DEFECT OR FAILURE OF THE SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES UNLESS A COURT OF LAW DETERMINES ANS ASSIGNS A HIGHER LIABILITY BE PAID BY ICTC.

13. The terms of service provided by ICTC pursuant to this Agreement are supplemented by ICTC's applicable state and federal tariffs. To the extent tariff provisions have not been adopted by ICTC for the requested facilities, except for pricing terms, the applicable tariff provisions for like services provided by ICTC (e.g. for DS-3 facilities, the tariff provisions applicable to T-1 facilities of the same jurisdictional characterization) shall be applicable to the provision of the facilities under this Agreement. ICTC's tariffs may be modified from time to time in accordance with law. The Customer acknowledges and agrees that this Agreement, including ICTC's applicable tariff provisions, constitute the entire Agreement of the parties for the provision and use of the facilities and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein. The Customer acknowledges and agrees that there are no representations, warranties or stipulations, either oral or written, not contained herein.
14. This Agreement and all obligations hereunder will be subject to all applicable laws, court orders, rules and regulations of the Federal Communications Commission and the Illinois Commerce Commission (collectively, "Laws"). In the event this Agreement, or any of the provisions hereof or the operations contemplated hereunder, are found to be inconsistent with or contrary to any Laws, the latter will be deemed to control and, if commercially practicable, this Agreement will be regarded as modified accordingly and will continue in full force and effect as so modified. If such modified Agreement is not commercially practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in order to comply with any Laws, then either party may terminate this Agreement immediately. In the event of such termination, each party will pay the other all amounts due under this Agreement up to and including the effective date of termination.
15. Customer's execution of this Agreement signifies Customer's acceptance of ICTC's initial and continuing credit approval procedures and policies. ICTC reserves the right to withhold or cancel initiation or full implementation of the facilities until ICTC is satisfied with its credit review and approval of Customer.
16. No course of dealing or failure of either party to enforce strictly any term, right or condition hereof will be construed as a waiver of such term, right or condition.
17. In the event that, while this Agreement is in effect, ICTC offers services and facilities to its customers or end-users: (a) which, as reasonably determined by both parties are similar in nature, terms, conditions and volumes or quantities as is provided by this Agreement, and (b) at a lower cost or rate, or on materially more favorable terms to that third party than those applicable to the services and facilities provided to the Customer under this Agreement, the Customer shall be entitled to, and this Agreement shall promptly be amended to provide for, the

application of that lower cost or rate, or those more favorable terms, to the Customer.

18. This Agreement and the terms of service shall be governed by the laws of the State of Illinois without regard to choice of law principles. No amendments or modifications to this Agreement shall be effective or binding against either party unless expressly agreed to in writing by an authorized representative of the applicable party.

APPROVED and EXECUTED the 7<sup>th</sup> day of FEBRUARY 2008.

Illinois Consolidated Telephone Company

Community Unit Schools Mattoon

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 2/7/08

EXHIBIT 1

Attached to and made a part of the LEASE AGREEMENT dated 02-07-08 between Illinois Consolidated Telephone Company and Community Unit Schools Mattoon.

**Description:**

Customer has requested 20 Mb of Metro Ethernet service to be installed from the Illinois Consolidated Telephone Company Central office at 1701 Charleston Avenue, Mattoon, Illinois to ICN POP 805 7<sup>th</sup> Street, Charleston, Illinois. We will do a cross connect with ICN at the Charleston Central Office.

**Leased Facility Rates: - 3 year term**

Quantity	Description	Monthly Recurring
1	Metro Ethernet UNI port at 20 Mb	\$700.00
	Total Monthly Recurring	\$700.00

Quantity	Description	Non-Recurring
1	Installation	\$720.00
	Total Non-Recurring	\$720.00

Note: Termination Clause: 100% of the monthly recurring charge (MRC) for the remaining term up to 12 months, plus 50% of the MRC for all remaining term beyond 12 months. Any non-recurring charges waived or decreased because of term pricing would also be due at time of termination. Any non-recurring charges that have not been fully paid are due at time of termination.

**BILLING INFORMATION:**

Name: Community Unit Schools Mattoon  
Billing Address: 1701 Charleston.  
Mattoon, Illinois 61938

APPROVED and EXECUTED the 7<sup>th</sup> day of February 2008.

Illinois Consolidated Telephone Company

Community Unit Schools Mattoon


By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Printed Name: 

Title: \_\_\_\_\_

Title: 

Date: \_\_\_\_\_

Date: 2/7/08