
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2022-R-143

**A RESOLUTION APPROVING A CONTRACT FOR 24 MONTHS OF INTERNET
SERVICES WITH AT&T IN THE AMOUNT OF \$29,126.40**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2022-R-143

**A RESOLUTION APPROVING A CONTRACT FOR 24 MONTHS OF INTERNET SERVICES
WITH AT&T IN THE AMOUNT OF \$29,126.40**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with AT&T, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 20th day of December, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 20th day of December, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

**CONTRACT FOR 24 MONTHS OF INTERNET SERVICES WITH AT&T IN THE AMOUNT
OF \$29,126.40**

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-143, "**A RESOLUTION APPROVING A CONTRACT FOR 24 MONTHS OF INTERNET SERVICES WITH AT&T IN THE AMOUNT OF \$29,126.40,**" which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 20, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of December, 2022.


VILLAGE CLERK



AT&T Multi-Service Agreement

This Multi-Service Agreement is between the customer ("Customer") and the AT&T Affiliate ("AT&T") identified on Customer's applicable Pricing Schedule (each a "Party") and is effective when accepted by the Parties ("Effective Date").

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <https://www.corp.att.com/agreement/> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable Pricing Schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the provisions of this MSA and the BSA, the provisions of this MSA take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

Services: "Service" or "Services" means all products and services, domestically and internationally, (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

Execution by Affiliates: An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component,



AT&T Multi-Service Agreement

respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.



AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID MIS14467576

AT&T DEDICATED INTERNET PRICING SCHEDULE

| Customer | AT&T |
|--|---|
| VILLAGE OF TINLEY PARK Street Address: 16250 OAK PARK AVE City: TINLEY PARK State/Province: IL Zip Code: 60477-1628 Country: US | AT&T Corp. |
| Customer Contact (for Notices) | AT&T Contact (for Notices) |
| Name: ANTHONY ARDOLINO Title: IT Director Street Address: 16250 OAK PARK AVE City: TINLEY PARK State/Province: IL Zip Code: 60477-1628 Country: US Telephone: 7084445086 Email: aardolino@tinleypark.org | Name: MARC HORK Street Address: 225 W RANDOLPH ST City: CHICAGO State/Province: IL Zip Code: 60606 Country: US Telephone: 3126231524 Email: mh6976@att.com Sales/Branch Manager: MICHAEL STICHLER SCVP Name: BRIAN TROUP Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com |
| AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/> | |
| Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code: | |

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

| Customer (by its authorized representative) | AT&T (by its authorized representative) |
|---|--|
| By: <i>Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 2726137</i> | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

AT&T and Customer Confidential Information

Page 1 of 6
Sales Express!

MA XI or higher
ROME ID: 1-JP7JMEQ

ADI Express 1.0 PS v4 06132021
AT&T Solution No. FMO666907534439
Rate ID: ADIx-102722
Dynamic Pricing

**AT&T DEDICATED INTERNET
PRICING SCHEDULE****1. SERVICES**

| Service | Service Publication Location |
|--|---|
| AT&T Dedicated Internet (ADI) - ADI Express | http://serviceguidenew.att.com/sq_flashPlayerPage/MIS |
| AT&T Bandwidth Services | http://serviceguidenew.att.com/sq_flashPlayerPage/BWS |
| AT&T Wi-Fi Services - AT&T Business Wi-Fi (ABW) | http://serviceguidenew.att.com/sq_flashPlayerPage/AWS |

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

| | |
|--|---|
| Pricing Schedule Term* | 24 months |
| Pricing Schedule Term Start Date | Effective Date of this Pricing Schedule |
| Effective Date of Rates and Discounts | Effective Date of this Pricing Schedule |

*Subject to the Service Availability provisions in the General Provisions of AT&T Business Service Guide.

3. MINIMUM PAYMENT PERIOD

| Service Components | Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period | Minimum Payment Period per Service Component |
|------------------------|---|--|
| All Service Components | 50% | Longer of 12 months or until the end of the Pricing Schedule Term |

4. ADDITIONAL TERMS AND CONDITIONS FOR AT&T BUSINESS WI-FI WITH CISCO MERAKI**4.1. Service Interference**

In no event is AT&T responsible for interference or service degradation caused by or to third-party Wi-Fi services at the Sites.

4.2. Disclaimer of Warranty

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI IS PROVIDED ON AN "AS-IS" BASIS, AND AT&T SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, AND SERVICE OR PERFORMANCE GUARANTEES OR LEVELS, EXPRESS OR IMPLIED, REGARDING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, THE ACCURACY OF ANY CONTENT PROVIDED BY AT&T FOR DISPLAY IN CONNECTION WITH THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, OR THE RESULTS OBTAINED FROM ANY WEBSITE ACCESSED USING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI WILL PROVIDE ACCESS TO THE INTERNET WITHOUT INTERRUPTION.

4.3. Indemnification

AT&T HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON THE SERVICES, SOFTWARE, OR EQUIPMENT PURCHASED OR FURNISHED PURSUANT TO THIS PRICING SCHEDULE.

4.4. Sites and Equipment

Customer has provided a preliminary Site list and AT&T has projected the Equipment that will be used. AT&T may modify this preliminary list based on the results of the AT&T Site Survey, Service Component inventory, and system design. AT&T will notify Customer of any modifications. If Customer does not agree to the modifications, AT&T may refuse to provision Service at the applicable Site. Within thirty (30) days of receipt of notice

AT&T and Customer Confidential Information

Page 2 of 6
Sales Express!

MA XI or higher
ROME ID: 1-JP7JMEQ

ADI Express 1.0 PS v4 06132021
AT&T Solution No. FMO666907534439
Rate ID: ADIx-102722
Dynamic Pricing

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

from AT&T describing the necessary modifications, Customer may terminate Service only at the applicable Site only, subject to payment of applicable termination charges. No other Sites are affected by this termination.

4.5. Intellectual Property

AT&T grants Customer a limited, non-exclusive, non-transferable license to use the Service during the Term solely in connection with the receipt of the Service. All rights, title and interest in and to intellectual property relating to the Service, including any changes, modifications, alterations, or improvements made by AT&T during the Term, are owned by AT&T, its Affiliates, or AT&T's licensors, suppliers, subcontractors or vendors. Customer's possession, access, or use of any part of the Service does not transfer any ownership rights in the same or any intellectual property rights from AT&T, its Affiliates or AT&T's licensors, suppliers, subcontractors or vendors to Customer.

4.6. Privacy Terms and Conditions

4.6.1. Customer represents and warrants that it has appropriate rights to provide End User data (which may include Customer Personal Data) to AT&T in connection with the Service. Customer expressly grants AT&T permission to access information contained in application layer 7 for the sole purpose of managing the performance of the Wi-Fi network. From time to time AT&T will perform real time packet capture to analyze and troubleshoot network issues and Customer grants AT&T permission to perform such operations for short intervals as necessary for network management purposes.

4.6.2. AT&T agrees that, in performing the network management function, it will:

- Use or monitor End User data shared with AT&T only for network management purposes and for providing metrics reports, consistent with the AT&T Privacy Policy; and
- Establish data retention protocols, so that AT&T retains data shared with it for as long as reasonably necessary for network management purposes.

4.6.3. Customer agrees that in connection with the network management function, it will:

- Use or monitor End User data made available through the network management function of the Service only for network management purposes, unless it secures additional consent from End Users, or has another lawful basis for processing the data. Purposes beyond the network management function include, but are not limited to, marketing, advertising, and the examination of content and communications;
- Obtain and maintain any and all legally required employee or End User consents, or establish other lawful bases, for the processing or use of End User data. (AT&T can provide an example of the legally required employee or End User consent);
- Obtain multiple consents for distinct purposes, and proposed combinations of personal data, even if supplemental software/technology is required;
- Use only Customer SSIDs;
- Present the End User with Customer's terms of service and applicable privacy policy;
- Establish data retention protocols so that data Customer processes is retained for no longer than is reasonably necessary for network management purposes;
- Not access, use, or share content of communications, content of email or texts, content of shopping carts, or search term queries, etc., and
- Not attempt to re-identify anonymized data.

AT&T and Customer Confidential Information

Page 3 of 6
Sales Express!

MA XI or higher
ROME ID: 1-JP7JMEQ

ADI Express 1.0 PS v4 06132021
AT&T Solution No. FMO666907534439
Rate ID: ADIx-102722
Dynamic Pricing

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

4.6.4. Customer is responsible for the way the data is used by Customer; and its employees, guests, and representative's access to and use of the data, content, or communications generated by this Service.

4.6.5. To the extent that a website or online service is directed to or likely to collect personal information from children under the age of thirteen, Customer agrees to comply with the federal Children's Online Privacy Protection Act and provide parental notice and advance parental consent prior to collecting such personal information.

4.6.6. The Service allows Customer to collect and use an End User's location through Bluetooth Low Energy (BLE) and Wi-Fi based location technologies. Such use may be subject to various U.S. and international laws and regulations, including those promulgated by the Federal Trade Commission and other industry regulators (e.g., Privacy Forum's Mobile Location Analytics Code of Conduct, NAI, GDPR, CCPA), with which Customer agrees to comply. Customer agrees not to provide or sell location data to third parties without AT&T's prior written authorization.

4.6.6.1. This ability to collect and use location information is different than what is done with GPS or other technologies. Because the Service collects and uses location information, AT&T is offering the following information, but such information is not intended to be legal advice. Customer should consult with an attorney for legal advice.

4.6.6.2. Depending on how Customer collects or uses the Service, Customer may be required to provide notice, obtain opt-in consents, or provide periodic reminders, all separate from providing terms and conditions to End Users, so that End Users will be aware that location is being tracked when visiting Customer's Sites. If Customer buys other products or services from AT&T or others that, in conjunction with Customer's business application, allows Customer to know when an End User is at Customer's Site(s), Customer may be required to provide separate notices, obtain separate opt-in consents, or provide periodic reminders (all separate from terms and conditions) so that End Users will be aware that location is being tracked in multiple ways when visiting Customer's Site(s).

4.6.7. Customer may not use AT&T's name, brand, or mark, with third-parties or End Users in connection with the Service without AT&T's written consent.

5. RATES

MRC: Monthly Recurring Charge

N/A: Not Available

NRC: Non-Recurring Charge

5.1. ADI Self – Installation NRC

| ADI Speed | Discount | Undiscounted ADI NRC | Undiscounted ADI w/ Managed Router NRC |
|-----------|----------|----------------------|--|
| Ethernet | 100.00% | \$1,500.00 | \$1,500.00 |

5.1. ADI On-Site Installation NRC

| ADI Speed | Discount | Undiscounted ADI w/ Managed Router NRC |
|-----------|----------|--|
| Ethernet | 100.00% | \$1,500.00 |

AT&T and Customer Confidential Information

Page 4 of 6
Sales Express!

MA XI or higher
ROME ID: 1-JP7JMEQ

ADI Express 1.0 PS v4 06132021
AT&T Solution No. FMO666907534439
Rate ID: ADIx-102722
Dynamic Pricing

**AT&T DEDICATED INTERNET
PRICING SCHEDULE****5.2. Hi Cap Flex Billing Option – Ethernet (10 Mbps to 1 Gbps) - Group 1, 2, and 3**

Available bandwidth levels are subject to qualification at time of each order and may vary.

| Bandwidth | Discounted Ethernet Access Monthly Fee Group 1 | Discounted Ethernet Access Monthly Fee Group 2 | Discounted Ethernet Access Monthly Fee Group 3 | Minimum Bandwidth Commitment (MBC) | | | Incremental Usage | |
|-----------|--|--|--|---|---|--------------|---|--------------------------------|
| | | | | Undiscounted ADI w/ Customer Router Monthly Fee | Undiscounted ADI w/ AT&T Managed Router Monthly Fee | MBC Discount | Undiscounted Incremental Usage Fee Per Mbps | Incremental Usage Fee Discount |
| 10 Mbps | \$400.00 | \$421.00 | \$635.00 | \$268.00 | \$396.00 | 82.00% | \$198.00 | 82.00% |
| 20 Mbps | \$420.00 | \$449.00 | \$758.00 | \$449.00 | \$577.00 | 84.00% | \$144.25 | 84.00% |
| 50 Mbps | \$524.00 | \$572.00 | \$968.00 | \$813.00 | \$955.00 | 93.00% | \$95.50 | 93.00% |
| 100 Mbps | \$604.00 | \$651.00 | \$1,280.00 | \$1,400.00 | \$1,555.00 | 87.00% | \$77.75 | 87.00% |
| 150 Mbps | \$610.00 | \$677.00 | \$1,412.00 | \$1,800.00 | \$1,965.00 | 89.00% | \$65.50 | 89.00% |
| 250 Mbps | \$900.00 | \$900.00 | \$1,667.00 | \$2,150.00 | \$2,240.00 | 86.00% | \$44.80 | 86.00% |
| 400 Mbps | \$925.00 | \$1,100.00 | \$2,201.00 | \$2,700.00 | \$3,380.00 | 88.00% | \$42.25 | 88.00% |
| 500 Mbps | \$925.00 | \$1,100.00 | \$2,239.00 | \$3,500.00 | \$4,325.00 | 89.00% | \$43.25 | 89.00% |
| 600 Mbps | \$925.00 | \$1,100.00 | \$2,807.00 | \$4,096.00 | \$4,840.00 | 88.00% | \$40.33 | 88.00% |
| 1000 Mbps | \$1,000.00 | \$1,300.00 | \$3,184.00 | \$4,505.00 | \$5,620.00 | 88.00% | \$28.10 | 88.00% |

5.3. Hi Cap Flex Billing Option – Ethernet (2 Gbps to 10 Gbps) – Group 1, 2, 3, and 4

Available bandwidth levels are subject to qualification at time of each order and may vary.

| Bandwidth | 10 Gbps Discounted Ethernet Access Monthly Fee Group 1 | 10 Gbps Discounted Ethernet Access Monthly Fee Group 2 | 10 Gbps Discounted Ethernet Access Monthly Fee Group 3 | 10 Gbps Discounted Ethernet Access Monthly Fee Group 4 | Minimum Bandwidth Commitment (MBC) | | | Incremental Usage | |
|-----------|--|--|--|--|---|---|--------------|---|--------------------------------|
| | | | | | Undiscounted ADI w/ Customer Router Monthly Fee | Undiscounted ADI w/ AT&T Managed Router Monthly Fee | MBC Discount | Undiscounted Incremental Usage Fee Per Mbps | Incremental Usage Fee Discount |
| 2 Gbps | \$4,000.00 | \$6,397.00 | \$10,151.44 | NA | \$9,091.00 | \$12,276.00 | 82.00% | \$30.69 | 82.00% |
| 3 Gbps | \$4,000.00 | \$6,397.00 | \$10,151.44 | NA | \$13,309.00 | \$17,981.00 | 82.00% | \$29.97 | 82.00% |
| 4 Gbps | \$4,000.00 | \$6,397.00 | \$10,151.44 | NA | \$16,015.00 | \$21,591.00 | 82.00% | \$26.99 | 82.00% |
| 5 Gbps | \$4,000.00 | \$6,397.00 | \$10,151.44 | NA | \$18,196.00 | \$24,553.00 | 82.00% | \$24.55 | 82.00% |
| 6 Gbps | \$4,000.00 | \$6,397.00 | \$10,151.44 | NA | \$21,309.00 | \$28,768.00 | 82.00% | \$23.97 | 82.00% |
| 7 Gbps | \$4,000.00 | \$6,397.00 | \$10,151.44 | NA | \$24,218.00 | \$32,727.00 | 82.00% | \$23.38 | 82.00% |
| 8 Gbps | \$4,000.00 | \$6,397.00 | \$10,151.44 | NA | \$26,953.00 | \$36,387.00 | 82.00% | \$22.74 | 82.00% |
| 9 Gbps | \$4,000.00 | \$6,397.00 | \$10,151.44 | NA | \$28,931.00 | \$39,069.00 | 82.00% | \$21.71 | 82.00% |
| 10 Gbps | \$4,000.00 | \$6,397.00 | \$10,151.44 | NA | \$30,909.00 | \$41,716.00 | 82.00% | \$20.86 | 82.00% |

AT&T and Customer Confidential InformationPage 5 of 6
Sales Express!MA XI or higher
ROME ID: 1-JP7JMEQADI Express 1.0 PS v4 06132021
AT&T Solution No. FMO666907534439
Rate ID: ADIx-102722
Dynamic Pricing

**AT&T DEDICATED INTERNET
PRICING SCHEDULE****5.3.1. Hi Cap Flex Billing Option – Ethernet (70 Gbps to 100 Gbps) – Group 1 and 4**

Available bandwidth levels are subject to qualification at time of each order and may vary.

| Bandwidth | Ethernet Access Speed | Discounted Ethernet Access Monthly Fee Group 1 | Discounted Ethernet Access Monthly Fee Group 4 | Minimum Bandwidth Commitment | | | Incremental Usage | |
|-----------|-----------------------|--|--|---|---|--------------|---|--------------------------------|
| | | | | Undiscounted ADI w/ Customer Router Monthly Fee | Undiscounted ADI w/ AT&T Managed Router Monthly Fee | MBC Discount | Undiscounted Incremental Usage Fee Per Mbps | Incremental Usage Fee Discount |
| 70 Gbps | 100 Gbps | \$31,043.55 | NA | \$84,800.00 | \$112,799.00 | | \$1.35 | |
| 100 Gbps | 100 Gbps | \$31,043.55 | NA | \$104,174.00 | \$136,595.00 | | \$1.35 | |

5.4. Additional NRCs

| Moving Charge | NRC Per Site |
|--|--------------|
| If scheduled during standard business hours – (8:00 a.m. to 5:00 p.m. Monday through Friday) | \$1,000.00 |
| If scheduled outside standard business hours | \$1,500.00 |

5.5. ABW with Cisco Meraki MRC

No discounts apply.

| | |
|-------------------------------|---------|
| ABW per Access Point (AP) MRC | \$35.75 |
|-------------------------------|---------|

END OF DOCUMENT

AT&T and Customer Confidential InformationPage 6 of 6
Sales Express!MA XI or higher
ROME ID: 1-JP7JMEQADI Express 1.0 PS v4 06132021
AT&T Solution No. FMO666907534439
Rate ID: ADIx-102722
Dynamic Pricing

Customer Signature Page

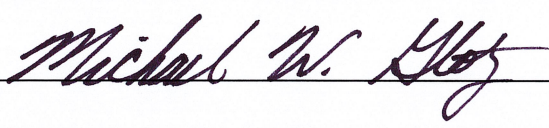
| | | | | |
|--|---|--------|-------------|----------|
| Customer | AT&T | | | |
| VILLAGE OF TINLEY PARK Street Address: 16250 OAK PARK AVE City: TINLEY PARK State/Province: IL Zip Code: 60477-1628 Country: US | AT&T Corp. | | | |
| Customer Contact (for notices) | AT&T Contact (for notices) | | | |
| Name: ANTHONY ARDOLINO Title: IT Director Street Address: 16250 OAK PARK AVE City: TINLEY PARK State/Province: IL Zip Code: 60477-1628 Country: US Telephone: 7084445086 Fax: Email: aardolino@tinleypark.org Customer Account Number or Master Account: | Street Address: 225 W RANDOLPH ST City: CHICAGO State/Province: IL Zip Code: 60606 Country: US With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com | | | |
| AT&T Solution Provider or Representative Information (if applicable) | | | | |
| Name: | Company Name: | | | |
| Agent Street Address: | City: | State: | Zip Code: | Country: |
| Telephone: | Fax: | Email: | Agent Code: | |

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

| Documents Appended: | Contract IDs: |
|--|---------------|
| MASTER AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/ | |
| AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_2726136.pdf | 2726136 |

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

| |
|---|
| Customer (by its authorized representative) |
| By:  |
| Name: Michael W. Glotz |
| Title: Village President |
| Date: December 20, 2022 |