



Service Order

Dark Services - (18-16043)

Contact Information			
Unite Private Networks, LLC ("UPN")		City of Allen ("Customer")	
COMPANY CONTACT: Brett Harwell	COMPANY CONTACT: Eric Matthews		
PHONE: (214) 974-0676	PHONE: (214) 509-4851		
EMAIL: brett.harwell@upnfiber.com	EMAIL: ematthews@cityofallen.org		
PAYMENT ADDRESS: Unite Private Networks, LLC 7200 NW 86 th Street, Suite M Kansas City, MO 64153	BILLING ADDRESS: City of Allen Finance Dept. 305 Century Parkway Allen, TX 75013		
Billing Information and Service Commitment Period			
Order Type:		New	
UPN Service Order ID:		18-16043	
Customer ID:		To be assigned	
Service Type/s:		Dark Fiber (DF)	
Service Term Length (beginning on date of installation):		120 months	
Service Order Monthly Recurring Charge:		\$5,700	
Service Order Non-Recurring Charge:		\$0	
Service Other Charges:		\$0	
Circuit 1			
<u>Location A</u>		<u>Location Z</u>	
Site Name: City Hall Address: 305 Century Parkway Allen, TX 75013 Site Contact: Eric Matthews Phone: (214) 509-4851 Point of Demarcation: MPOE		Site Name: Allen Event Center Address: 200 E Stacy Rd., #1350 Allen, TX 75002 Site Contact: Eric Matthews Phone: (214) 509-4851 Point of Demarcation: MPOE	
Circuit 2			
<u>Location A</u>		<u>Location Z</u>	
Site Name: City Hall Address: 305 Century Parkway Allen, TX 75013 Site Contact: Eric Matthews Phone: (214) 509-4851 Point of Demarcation: MPOE		Site Name: Fire Station #5 Address: 1950 W McDermott Dr. Allen, TX 75013 Site Contact: Eric Matthews Phone: (214) 509-4851 Point of Demarcation: MPOE	
Circuit 3			
<u>Location A</u>		<u>Location Z</u>	
Site Name: City Hall Address: 305 Century Parkway Allen, TX 75013 Site Contact: Eric Matthews Phone: (214) 509-4851 Point of Demarcation: MPOE		Site Name: Allen Senior Center Address: 451 E St. Mary Dr. Allen, TX 75013 Site Contact: Eric Matthews Phone: (214) 509-4851 Point of Demarcation: MPOE	



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Circuit 4			
Location A		Location Z	
Site Name: City Hall		Site Name: The Course at Watters Creek	
Address: 305 Century Parkway Allen, TX 75013		Address: 7201 Chase Oaks Blvd Allen, TX 75025	
Site Contact: Eric Matthews		Site Contact: Eric Matthews	
Phone: (214) 509-4851		Phone: (214) 509-4851	
Point of Demarcation: MPOE		Point of Demarcation: MPOE	
Circuit 5			
Location A		Location Z	
Site Name: City Hall		Site Name: Prestige Circle Water Tower	
Address: 305 Century Parkway Allen, TX 75013		Address: 11 Prestige Circle Allen, TX 75002	
Site Contact: Eric Matthews		Site Contact: Eric Matthews	
Phone: (214) 509-4851		Phone: (214) 509-4851	
Point of Demarcation: MPOE		Point of Demarcation: MPOE	
Circuit 6			
Location A		Location Z	
Site Name: City Hall		Site Name: Fire Station #4	
Address: 305 Century Parkway Allen, TX 75013		Address: 615 N Alma Dr. Allen, TX 75013	
Site Contact: Eric Matthews		Site Contact: Eric Matthews	
Phone: (214) 509-4851		Phone: (214) 509-4851	
Point of Demarcation: MPOE		Point of Demarcation: MPOE	



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Type	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
New	Circuit 1: Two (2) strands DF	120 months	\$950	\$0
New	Circuit 2: Two (2) strands DF	120 months	\$950	\$0
New	Circuit 3: Two (2) strands DF	120 months	\$950	\$0
New	Circuit 4: Two (2) strands DF	120 months	\$950	\$0
New	Circuit 5: Two (2) strands DF	120 months	\$950	\$0
New	Circuit 6: Two (2) strands DF	120 months	\$950	\$0
Total =			\$5,700	\$0

Comments: Customer shall be responsible for all cross connects. Customer acknowledges and agrees that the Dark Fiber provided in this Service Order will not be accessible to Customer other than at the Location A and Z Points of Demarcation listed above. At Customer's request, UPN shall reimburse Customer for its early termination charges for similar services it is currently receiving from Spectrum (fka Time Warner Cable). Customer shall provide UPN with reasonable documentation of the termination charges and will invoice UPN for the charges incurred by Customer. UPN will reimburse Customer for the actual amount of early termination charges paid by Customer not to exceed \$29,000.

Service Order Term: The term of this Service Order shall commence on the Installation Date and shall continue in effect for the term delineated above ("Initial Term"). Thereafter, this Service Order shall be automatically renewed for two (2) successive five (5) year periods (each such period, an "Additional Term" and, together with the Initial Term, the "Term") unless terminated by either party upon ninety (90) days' written notice to the other party prior to the end of the Initial Term or Additional Term, as applicable. Notwithstanding the above, if this Service Order contains multiple circuits, Customer shall be invoiced for its first monthly recurring charge on the Installation Date of the first circuit. Each subsequent monthly recurring charge shall be pro-rated based on the number of circuits that have been installed until all circuits have been installed, at which time the monthly recurring charge shall be the total monthly recurring charge listed above and this total monthly recurring charge shall continue for the entire Term listed above. For clarity, on a multi-circuit Service Order, the Term shall commence upon the installation of all circuits.

Minimum Point of Entry: Customer will meet UPN at the Minimum Point of Entry (MPOE) unless otherwise noted above. MPOE is the closest practical point to where the cable enters the building. Where Customer desires the installation to be somewhere other than the MPOE, Customer understands that there will be additional costs if the demarcation point extends beyond the MPOE. In the event that Customer does not own the Locations noted above, UPN and Customer will work with the property owner to acquire such rights and Customer understands that they must acquire these rights and any delay or additional costs in receiving these rights may cause a corresponding delay in the requested install date or additional costs passed on to the customer. UPN shall perform and Customer shall pay for all splicing. Splicing cost shall be the actual cost of splicing plus twenty-one percent (21%).

Option: During the term of this Service Order, Customer shall have the option to purchase two (2) strands of dark fiber from 305 Century Parkway, Allen, TX 75013 to any of the twenty-eight (28) locations listed in Exhibit A attached hereto, with each additional location carrying a \$950 monthly recurring charge. Each additional circuit shall be codified in a written amendment, addendum, or other similar document signed by both parties. The term for each added circuit shall be stated within the applicable subsequent agreement and commence on its respective installation date. Notwithstanding the preceding, UPN shall not be obligated to provide any additional circuits beyond those contemplated within this Service Order. Any additional circuits are subject to fiber availability, pricing changes, term extensions, minimum circuit orders, or other requirements as determined by UPN in its sole discretion.

Installation Date: Anticipated installation date shall occur approximately ninety to one hundred twenty (90-120) days after the following events have occurred: (1) the acquisition of all necessary permits, licenses, pole attachment agreements, and rights of way to complete the project; and (2) the full execution of this Service Order.



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Unite Private Networks, LLC	City of Allen
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Additional Terms and Conditions Applying to Services

1. Conveyance. Subject to these Additional Terms and Conditions Applying to Services ("Agreement") of this dark fiber service order and future dark fiber service orders, and commencing upon the date of acceptance for the dark fiber service order, UPN hereby grants and conveys to Customer a dark fiber lease (the "Customer Lease") to use the specific strands of fibers ("Customer Fibers") designated by UPN, pursuant to said dark fiber service order. From time to time, additional optical fibers on UPN's Network may be granted from UPN to Customer by executing additional dark fiber service orders in the manner set forth in Section 3 below.

2. Rights Not Granted and Acceptance. Customer agrees to accept said Customer Lease and the rights and obligations pursuant thereto as set forth in this Agreement. Such Dark Fiber Lease grant does not convey or grant any legal title to any real or personal property, including the fibers, the cable, or the system. The Customer Lease does not include any equipment used to transmit capacity over or "light" the fibers. Customer's use of Customer Fibers shall be limited to Customer. Customer may not assign, lease, or allow any other party the right to use the fibers, the cable, or system without UPN's express consent. Any other use by Customer shall be grounds for termination by UPN. UPN shall issue a Service Commencement Letter promptly upon completing the installation and testing of the Customer Fibers. Customer shall either accept or reject the Customer Fibers within five (5) days of UPN issuing the associated Service Commencement Letter. If Customer rejects the Customer Fibers, Customer shall provide a written description reasonably detailing failure of the Customer Fibers. UPN shall re-test the Customer Fibers and follow the process above issuing another Service Commencement Letter. In the event that Customer fails to accept or properly reject the Customer Fibers within the designated 5 days, Customer shall be deemed to have accepted the Customer Fibers.

3. Dark Fiber Service Orders. From time to time additional Customer Fibers may be incorporated herein by execution of subsequent dark fiber service orders by UPN and Customer. Each dark fiber service order shall identify the route and specify the number of fibers in which Customer is granted a Dark Fiber Lease. Each dark fiber service order shall incorporate the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein, UPN shall not be obligated to accept or execute any order forms submitted by Customer or any customer affiliate.

4. Contract Price. The price for the Customer Fibers shall be set forth in the Service Order for said fibers (the "Contract Price"). The Contract Price or any Monthly Recurring Charge in this Service Order shall be increased on the anniversary of the Installation Date, and each subsequent year thereafter, by the greater of (i) three percent (3%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics ("CPI Adjustment") for the preceding 12-month period. In the event the Bureau of Labor Statistics (or any successor organization) no longer publishes the CPI-U, UPN and Customer shall negotiate in good faith to designate a replacement index.

5. Method of Payment. Subject to the provisions of Section 20 ("Disputed Amounts"), Customer shall make payment of undisputed charges pursuant to Section 4 ("Contract Price") above by check or by wire transfer of immediately available funds to the account designated by UPN. Customer shall make payment of all other undisputed charges that may become due under this Agreement by check or by wire transfer of immediately available funds to the account designated by UPN in accordance with Section 6 below, unless otherwise agreed to by the parties.

6. Time of Payment. UPN will invoice Customer for all charges due under this Agreement as noted in the applicable dark fiber service order. Except as provided in Section 4 ("Contract Price") and subject to Section 20 ("Disputed Amounts"), all undisputed amounts shall be paid within thirty (30) calendar days following receipt of the invoice, as determined by Section 25 ("Notice and Delivery").

7. Routine Maintenance. During the term of a dark fiber service order, UPN shall perform all routine and emergency maintenance. UPN shall avoid performing routine maintenance between 0600-2200 local time, Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of the Customer Fibers. However, the preceding sentence does not apply to restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions.



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8. Notice. UPN shall provide Customer with telephone, facsimile, or written notice of all non-emergency planned network maintenance (a) no later than three (3) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Customer's traffic. If UPN's planned activity is canceled or delayed, UPN shall promptly notify Customer and shall comply with the provisions of the previous sentence to reschedule any delayed activity.

9. Notice of Damage. Customer shall promptly notify UPN of any matters pertaining to any damage or impending damage to or loss of the use of the System that are known to it and that could reasonably be expected to affect the System adversely. UPN shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Customer Fibers that are known to it and that could reasonably be expected to adversely affect the Customer Fibers.

10. Preventing Interference with Other Fibers. Neither Customer nor UPN shall use equipment, technologies, or methods of operation that interfere in any way with or adversely affect the System or the use of the System by the other party or third parties or their respective fibers, equipment, or facilities associated therewith. Each party shall take all reasonable precautions to prevent damage to the System or to fibers used or owned by the other party or third parties.

11. Liens. UPN shall not cause or permit any of Customer's rights under this Agreement to become subject to any mechanic's, materialmen's, vendor's or any similar lien, or to any tax lien. Customer acknowledges that it has no title to and cannot and shall not in any way encumber the cable or any other property that is the subject of this Agreement that is not owned by Customer.

12. Notice to Attach Electronics. Subject to UPN's consent, which consent shall not be unreasonably withheld, Customer may attach electronics to Customer Fibers. Customer shall provide UPN no less than ten (10) days' written notice of its intent to attach electronics. Customer will notify UPN of the type of electronics, detailing optical wave and bandwidth associated with such electronics. The ability for electronics to interfere with other fibers shall be grounds for withholding consent.

13. Intentionally Omitted.

14. Effect of Termination. No termination of this Agreement shall affect the rights or obligations of any party hereto:

- (a) with respect to any payment hereunder for services rendered or remaining in the contract;
- (b) pursuant to the respective obligations of the parties under this Agreement that by their nature would continue beyond the termination, including but not limited to obligations under Section 21 ("Indemnification"), Section 22 ("Limitation of Liability"), Section 23 ("Taxes and Governmental Fees"), Sections 38 to 40 ("Confidentiality"), and Sections 27 to 32 ("Rules of Construction"); or
- (c) pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

15. Service Order Cancellation. In the event that, subsequent to the execution of this Service Order but prior to the Service Commencement Letter, Customer cancels or terminates this Service Order ("Early Cancellation") for any reason other than for UPN Default: (i) UPN may immediately stop work without further notice to Customer; (ii) such services shall terminate and Customer shall not be entitled to a refund of any prior consideration paid; (iii) Customer shall immediately reimburse UPN for any third party termination charges incurred by UPN as a result of such Early Cancellation; (iv) Customer shall pay an amount equal to 50% of all remaining future monthly recurring charges for the full term of this Service Order and shall be immediately due and payable to UPN by Customer; and (v) UPN shall owe Customer no further duties, obligations or consideration with regard to this Service Order.

16. Relocation Procedures. If UPN determines in its reasonable business judgment, or is required by a third party with legal authority to do so, to relocate all or any portion of the System or any of the facilities used in the provision of the Customer Lease, UPN shall provide Customer sixty (60) calendar days' prior written notice of any such relocation, if possible, and shall proceed with such relocation. UPN shall utilize commercially reasonable efforts, in coordination and cooperation with Customer, to accomplish the relocation.

17. Condemnation and Eminent Domain. In the event that any portion of the Customer Fibers of a dark fiber service order becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, both parties to such dark fiber service order shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Customer Fibers of such dark fiber service order that are subject to the condemnation or eminent domain proceeding.

18. Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in this Agreement, UPN and Customer each represents and warrants to the other party that (a) it has the full right and authority, and has taken all necessary corporate or similar action, to enter into, execute, deliver, and perform its obligations under this Agreement and its dark fiber service order(s); and (b) its execution of and performance under this Agreement and its dark fiber service order(s) shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.

19. Default and Cure. Except as set forth in Section 20 ("Disputed Amounts"), a party shall be in default under this Agreement if (i) that party fails to make a payment of any undisputed amount required under this Agreement and such failure continues for more than fifteen (15) days after such party receives written notice of such failure from the non-defaulting party; or (ii) such party fails to perform or comply with any other obligation, agreement, term, or provision of this Agreement applicable to it and such failure continues for more than thirty (30) days after such party receives written notice of such failure from the non-defaulting party; provided, however, that if such default cannot reasonably be cured within such thirty-day (30) period and if the first party is proceeding promptly and with due diligence in curing the same, the time for curing such default shall be extended for a period of time, not to exceed ninety (90) days, as may be necessary to complete such curing. Any event of default may be waived at the non-defaulting party's option. Upon the failure of a party to cure any such default after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of this Agreement, terminate the Agreement and/or pursue any legal remedies it may have under applicable law or principles of equity relating to such breach. Notwithstanding the foregoing, default by one party with respect to a dark fiber service order shall not be deemed to be a default as to any other dark fiber service order.

20. Disputed Amounts. Notwithstanding any provision to the contrary in Section 19 ("Default and Cure"), either party shall have the right to dispute any amount due under this Agreement, provided that (i) the disputing party provides written notice of such dispute to the other party by the date that any such amount is due; (ii) the disputing party presents a written statement of any billing discrepancies to the other party in reasonable detail together with supporting documentation and evidence within fifteen (15) days after the date that any such amount is due; and (iii) the disputing party negotiates in good faith with the other party to resolve any such dispute within sixty (60) calendar days of the date any



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such amount is due. Customer shall pay disputed amounts mutually agreed upon and in favor of UPN within thirty (30) days of the resolution of such dispute. UPN shall credit disputed amounts mutually agreed upon and in favor of Customer on Customer's next invoice.

21. Intentionally Omitted.

22. Limitation of Liability. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN SECTION 21 (INDEMNIFICATION), OR SECTIONS 38 to 40 WITH RESPECT TO AN INTENTIONAL OR GROSSLY NEGLIGENT DISCLOSURE OF CONFIDENTIAL INFORMATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

23. Taxes and Governmental Fees: Where UPN is assessed taxes, charges, or fees (hereinafter "taxes") related to the construction, installation, and/or services being provided through this Agreement, UPN shall bill such taxes to Customer in the manner and for the amount required by law. These taxes shall include and are not limited to federal, state or local sales, gross receipts, occupation, franchise, governmental assessments, regulatory charges, state and federal USF charges, excise or other similar transfer taxes. UPN shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided UPN with a valid exemption certificate. For the sake of clarity, taxes shall not include taxes on UPN's income.

24. Notice Addresses. All notices and communications concerning this Agreement shall be in writing and addressed to the other party according to the contact information listed in the applicable dark fiber service order.

25. Notice and Delivery. Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, or on the day after being sent when sent by overnight delivery service. A notice that is sent by facsimile shall also be sent by one of the other means set out by this Section 25.

26. Force Majeure. Neither party shall be in default under this Agreement or a dark fiber service order with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, third party fiber cuts, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party (each a "Force Majeure Event"). If any such Force Majeure Event occurs, the party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other party, shall be excused from such performance or non-performance, as the case may be, under the Agreement or the impacted dark fiber service order on a day-to-day basis during the continuance of such Force Majeure Event (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such Force Majeure Event, and both parties shall proceed immediately with the performance of their obligations under this Agreement or the impacted dark fiber service order whenever such causes are removed or cease.

27. Agreement Fully Negotiated. This Agreement has been fully negotiated between and jointly drafted by UPN and Customer.

28. Document Precedence. In the event of a conflict between the provisions of this Agreement and those of any dark fiber service order, the provisions of the dark fiber service order, shall prevail and the Agreement shall be corrected accordingly.

29. Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement, construction, testing, acceptance, and maintenance practices shall be consistent with industry standards and as provided in this Agreement or the dark fiber service order.

30. Limited Effect of Waiver. The failure of either UPN or Customer to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

31. Applicable Law. The domestic laws of the State of Texas, without reference to its choice of law principles, shall govern this Agreement and all dark fiber service orders.

32. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (ii) the remainder of this Agreement shall be valid and enforceable.

33. Right to Assign. Neither party shall assign any right or interest under this Agreement without the prior written consent of the other party, except as provided hereinafter. Such consent may not be unreasonably withheld, conditioned or delayed. Any attempted assignment in contravention of this provision shall be void and ineffective. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. The foregoing notwithstanding, UPN shall have the right at any time, without the prior consent of Customer, to mortgage, pledge, grant a security interest in its interest in this Agreement and/or any of UPN's System in connection with any borrowing or financing activity of UPN. Notwithstanding the prohibitions set forth above, either party may, with prior written notice to the other party, assign this Agreement or any of its dark fiber service orders to an affiliate or to an entity acquiring substantially all of the party's assets, provided, however, that in such event UPN will make commercially reasonable efforts to ensure that Customer's rights under this Agreement and the dark fiber Service orders to use the Customer Fibers will not be materially impeded.

34. Integration; Exhibits. This Agreement constitutes the entire and final agreement and understanding between UPN and Customer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect.



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35. Amendment. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of UPN and Customer, and any such amendment shall be effective with respect to all dark fiber service orders, unless otherwise provided by such amendment. No such amendment, modification, or supplement shall result in any modification of any indemnity benefiting any facility owners, lenders or their respective affiliates.

36. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

37. Facsimile Delivery. This Agreement may be duly executed and delivered by a party by execution and facsimile delivery of the signature page of a counterpart to the other party, provided that, if delivery is made by facsimile, the executing party shall promptly deliver a complete counterpart that it has executed to the other party.

38. Confidential Information: For the purposes hereof, "Confidential Information" shall include any and all information that either Party holds as confidential or proprietary, including, without limitation, (i) any and all technical information, including, without limitation, product data and specifications, know-how, formulae, software, source codes and other software information, processes, inventions, research projects, derivative works and product development; (ii) any and all business information of or relating to either Party, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, or equipment designs, clients, personnel, shareholders and information concerning funds and clients advised by either Party, "know-how", data and material used or licensed by either party, including, but not limited, to, computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (iii) any and all employee or customer information of either Party; (iv) confidential information of a Party disclosed to the other Party by third parties; and (v) any other information which a reasonable person would deem to be confidential. Neither Party shall disclose any of the other Party's Confidential Information to any third party, or use any of the other Party's Confidential Information for any purpose other than the performance of or receipt of Services hereunder. Notwithstanding the foregoing, the Parties may disclose Confidential Information (a) to its attorneys, accountants, consultants or professional advisors on a "need to know basis", provided that the agreement of such third party to hold such information confidential is first obtained, and (b) as required by the Texas Public Information Act or other applicable law, and in connection with any litigation or arbitration matters arising out of this Agreement. In addition, neither Party will use the other Party's name, or the name(s) of any of the other Party's product(s) or service(s) in publicity or press releases without that Party's prior written consent. Each Party's Confidential Information shall remain its property and shall be either returned to such Party or destroyed promptly upon the termination of this Agreement or at such Party's earlier request. If Confidential Information is destroyed, the destroying Party must certify to the destruction. The recipient of Confidential Information shall not appropriate for its benefit or the benefit of any third party any of the other Party's Confidential Information. The return or destruction of Confidential Information by Customer shall be subject to the Texas Public Information Act or other applicable law.

39. Obligation to Disclose: The recipient of the other Party's Confidential Information ("Recipient") will promptly notify the disclosing Party ("Discloser") if Recipient receives a demand from a third party for Confidential Information and, except as required by law, the Recipient shall not disclose the same to such third party without the prior written consent of the Discloser, except as otherwise permitted herein. If Recipient believes that it is legally required to disclose any of the Discloser's Confidential Information, Recipient will not disclose such Confidential Information until Recipient has notified Discloser except as required by law and Discloser shall be entitled to seek a protective order or other appropriate remedy relating to the Confidential Information sought. In the event that Recipient is required by law to disclose any such Confidential Information, Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information will be treated as confidential upon terms substantially the same as contained in this Service Order.

40. Exclusions: Confidential Information shall not include information that is (i) proven to be previously known or in the possession of the Recipient, free of any confidentiality obligation, at the time of receipt from the Discloser; (ii) publicly available or otherwise in the public domain by means other than unauthorized disclosure; (iii) proven to be independently developed by or on behalf of Recipient without use of the Discloser's Confidential Information; (iv) is rightfully obtained by the Recipient from a third party without restriction and without breach of a similar agreement; (v) released by the Discloser to any third party without restrictions; or (vi) information required to be disclosed pursuant to the Texas Public Information Act or other applicable law.

41. Insurance:

- (a) UPN shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands, or actions relating to UPN's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by UPN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000 combined single limit and aggregate for bodily injury and property damage; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employee Liability covering all of UPN's employees involved in the provisioning of services under this Agreement with a policy limit of not less than \$500,000. The Parties agree that the insurance described herein can be met through a combination of Self-Insured Retention and Commercial General Liability Insurance policies.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the Customer as an additional insured on all applicable coverage with the exception of Workers Compensation Insurance, during and until the completion of work under this Agreement; and (2) provide for at least thirty (30) days prior written notice to the Customer for cancellation of the insurance. UPN shall provide written notice to the Customer of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by Customer.

42. Prohibition of Boycott Israel: UPN verifies that it does not Boycott Israel, and agrees that during the term of this Agreement it will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.



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Exhibit A Additional Site List

Site Name	Address	City	State/Zip
Fire Station #2	1100 E. Exchange Parkway	Allen	TX 75002
Fire Station #3	1021 E. Bethany Drive	Allen	TX 75002
Fire Station #6	105 S. Allen Drive	Allen	TX 75013
Don Rodenbaugh Natatorium	110 Rivercrest Blvd.	Allen	TX 75002
Rowlett Water Tower	250 Raintree Circle	Allen	TX 75013
Hillside Water Tower	900 E Main Street	Allen	TX 75002
Prestige Circle Water Tower	11 Prestige Circle	Allen	TX 75002
Custer Elevated Water Tower	325 S. Custer Rd.	Allen	TX 75013
Joe Farmer Recreation Center	1201 E. Bethany Drive	Allen	TX 75002
The Edge at Allen Station Park	201 E. St. Mary Dr.	Allen	TX 75002
Bolin Park	1510 W. McDermott Dr.	Allen	TX 75013
Celebration Park	701 Angel Parkway	Allen	TX 75002
City of Allen Service Center	900 S. Greenville Ave. A	Allen	TX 75002
Allen Station Park	1120 N. Cedar Dr.	Allen	TX 75002
Ford Park West	632 Whitman Dr.	Allen	TX 75002
Pete Ford East	700 Park Place Dr.	Allen	TX 75002
Allen Police Department	205 W. McDermott Dr.	Allen	TX 75013
Allen Public Library	300 N. Allen Drive	Allen	TX 75013
Allen Heritage Center	100 E. Main Street	Allen	TX 75013
City of Allen Annex Facility	105 S. Allen Dr.	Allen	TX 75013
Custer Road Pump Station	1102 N. Custer Rd.	Allen	TX 75013
City of Allen Animal Shelter	770 S Allen Heights Drive	Allen	TX 75002
Central Fire Station	310 Century Parkway	Allen	TX 75013
Watters Branch Community Park	2001 Bray Central Drive	Allen	TX 75013
The Trails at the Woods	2001 Bray Central Drive	Allen	TX 75013
Bethany Water Tower	1531 E. Bethany Drive	Allen	TX 75002
Allen Convention Center	780 Central Expressway S.	Allen	TX 75013
West Side Recreation Center	1630 W Exchange Parkway	Allen	TX 75002