

Service description: Leased Lit Fiber - WAN	Service Provider Name:	Unite Private Networks, LLC d/b/a Segra	
Funding Year: 2026 - 2027	SPIN:	143029868	
School Name: Manor ISD			
Bandwidth	Contract Terms		
	3 year	5 year	10 year
1 Gbps	\$ 7,875.00	\$ 6,875.00	\$ 4,875.00
10 Gbps	\$ 7,875.00	\$ 6,875.00	\$ 4,875.00
Additional Costs (if applicable)	Y or N	Term/Cost	
Voluntary Extensions	Y	12 month extensions available. See MRC above.	
Special Construction	N		
Non-Recurring Charges	N		

□

SEGRA®



Manor ISD

Manor 2026 470
Form 470 #260006227

PREPARED BY:

Eric Neubauer

K-12 Account Manager

eric.neubauer@segrafiber.com

469-894-9846

BUSINESS USE



Table of Contents

Cover Letter.....3
Company Overview..... 5
Scope of Work 6
Service Level Agreement (SLA)..... 12
Pricing Summary..... 15
Exceptions 16
Sample Contract 17

This proposal response includes data that shall not be duplicated, used, or disclosed other than to evaluate this proposal. If a contract is awarded to Segra as a result of or in connection with this submission, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient’s right to use information contained in this data if it is obtained from another source without restriction. All data contained in this document, including all its attachments, are subject to this restriction. Notwithstanding the foregoing, Segra understands that this data may be subject to a request under the Freedom of Information Act or applicable state law. In that event, Segra requests advance notice prior to the production of any materials contained in this proposal.

March 23, 2026

Manor ISD
10335 US Hwy. 290 E.
Manor, TX 78653

Re: Form 470 #260006227/Manor 2026 470

Dear RFP Evaluation Team,

Unite Private Networks, LLC d/b/a Segra is pleased to submit this comprehensive proposal in response to Manor ISD's Form 470 #260006227/Manor 2026 470. Thank you for the opportunity to present our solution to fulfill your Dedicated Internet Access needs.

We have reviewed the requirements of your request and understand Manor ISD is requesting wide area network services. We feel we are uniquely qualified to provide the requested services and possess very practical and direct experience of being a partner with many state agencies and public entities throughout the region.

Segra is Proposing E-Line WAN Service of 1 Gbps -10 Gbps for term options of 3 year, 5 year, and 10 years With Voluntary Extensions.

We have the technology, expertise, and financial strength to stand behind our services with comprehensive support and a local operations team who will ensure your needs are met.

Segra brings unmatched experience in the deployment and operation of dedicated, symmetrical fiber networks. Segra's fiber-optic network is built on a backbone that provides optimized reliability and bandwidth speeds. Our solution is turnkey, consisting of engineering, permitting, construction, electronics, and maintenance. With our experience and knowledge, we can ensure smooth implementation and successful project delivery.

Segra is proud to be an E-Rate service provider and partner, with more than one thousand K-12 schools and more than one hundred institutions of higher education, as well as a history of expertise in delivering connectivity solutions for schools and libraries. This solution is fully E-Rate Category 1 compliant, so you can be confident in your ability to secure your E-Rate funding. Segra's Service Provider Identification Number (SPIN) is 143029868. Segra is in good standing with the FCC, USAC, and all applicable regulatory authorities and is not on red light status.

Thank you for giving us the opportunity to respond to this solicitation, and we look forward to hearing from you. We are available for questions should that become necessary.

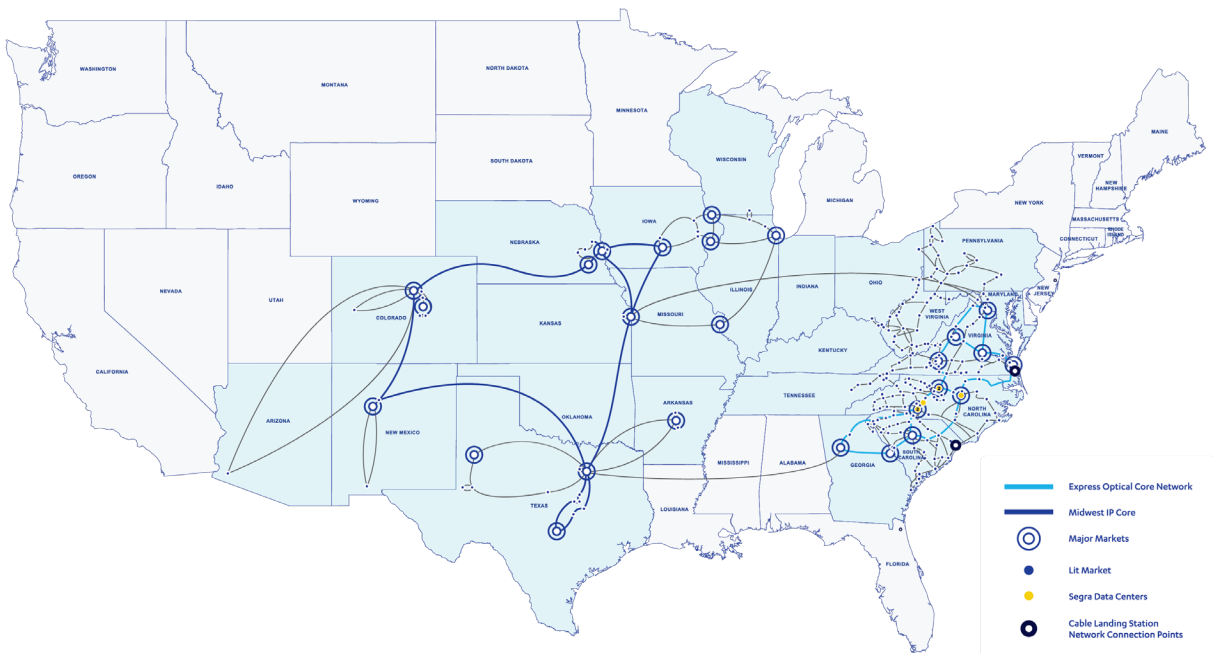
Sincerely,

A handwritten signature in black ink that reads "Eric Neubauer". The signature is written in a cursive style with a large, stylized "E" and "N".

Eric Neubauer
K-12 Account Manager
7200 Bishop Rd., Ste. 280
Plano, TX 75024
469-894-9846
eric.neubauer@segrafiber.com

Company Overview

Our entire company operations put you - our customer - at the very center of what we do. We invest in the communities of our customers by hiring local technicians and managers and by continually upgrading our network infrastructure. With assets and customers in twenty-four states and approximately 44,000 route-miles of fiber, we are here to help make your business successful. Built on a 125-year legacy of connectivity and as one of the largest independent fiber network companies in the US, Segra has a broad and dense service footprint nationwide. Segra is known for its next-generation infrastructure, cloud, security, voice, and data technology solutions that can be customized for businesses of different sizes and wholesale transport services to some of the world’s largest carriers. Our network features the latest advances in state-of-the-art IP and managed services, Ethernet, and dark fiber architectures, as well as high performance data centers, all backed by industry-leading security, service, and reliability.



Scope of Work

Solution Overview

In today's increasingly digital landscape, school districts and libraries are dependent on reliable and fast WAN connectivity to power their environments. Remote learning, video lessons, and cloud-based applications are all on the rise and the need for always-on and fast transmission speeds is paramount. Segra has a proven track record of building and maintaining state-of-the-art solutions that solve for these needs and allow clients to partner for life with our services.

This proposal takes into consideration the immediate request for continued network needs, but also builds a foundation to allow for highly flexible and scalable future configurations. Every circuit installed has been custom designed to account for fiber routes, building entries, and electronics. The Segra solution includes connections that are deployed on a network that is non-shared, with all connections having been architected to allow for dedicated/guaranteed bandwidth without concern for oversubscription.

As your current EWAN provider, Segra is pleased to review the custom designed network that was delivered, activated, and is being utilized today to meet the network requirements. We will outline the turn-key solution and highlight how Segra looks forward to continuing to deliver connectivity services.

Leased Lit 10.0 Gbps: Single Hub, Dual Homed Design

Figure 1 – Single Hub, Dual Homed Network Design

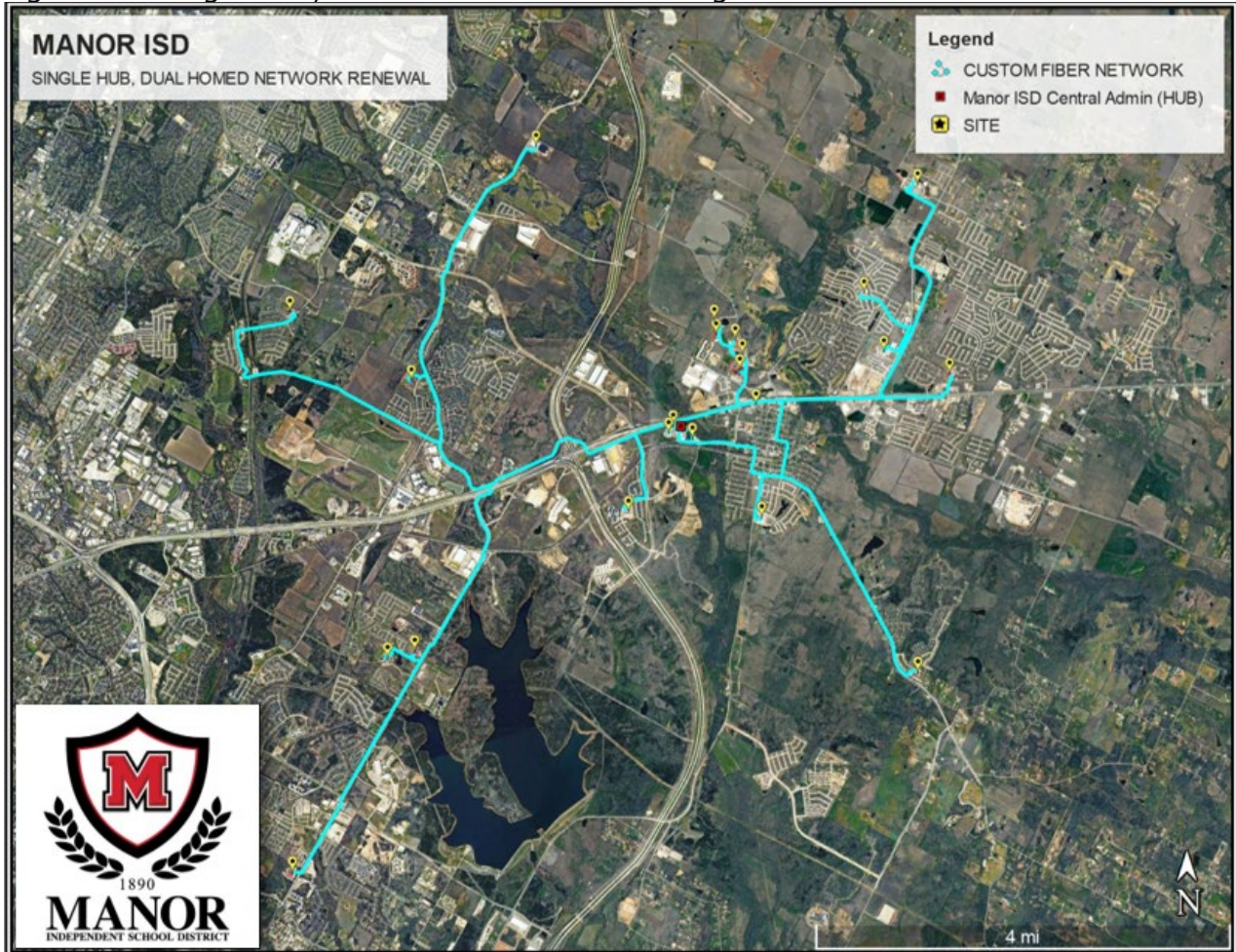
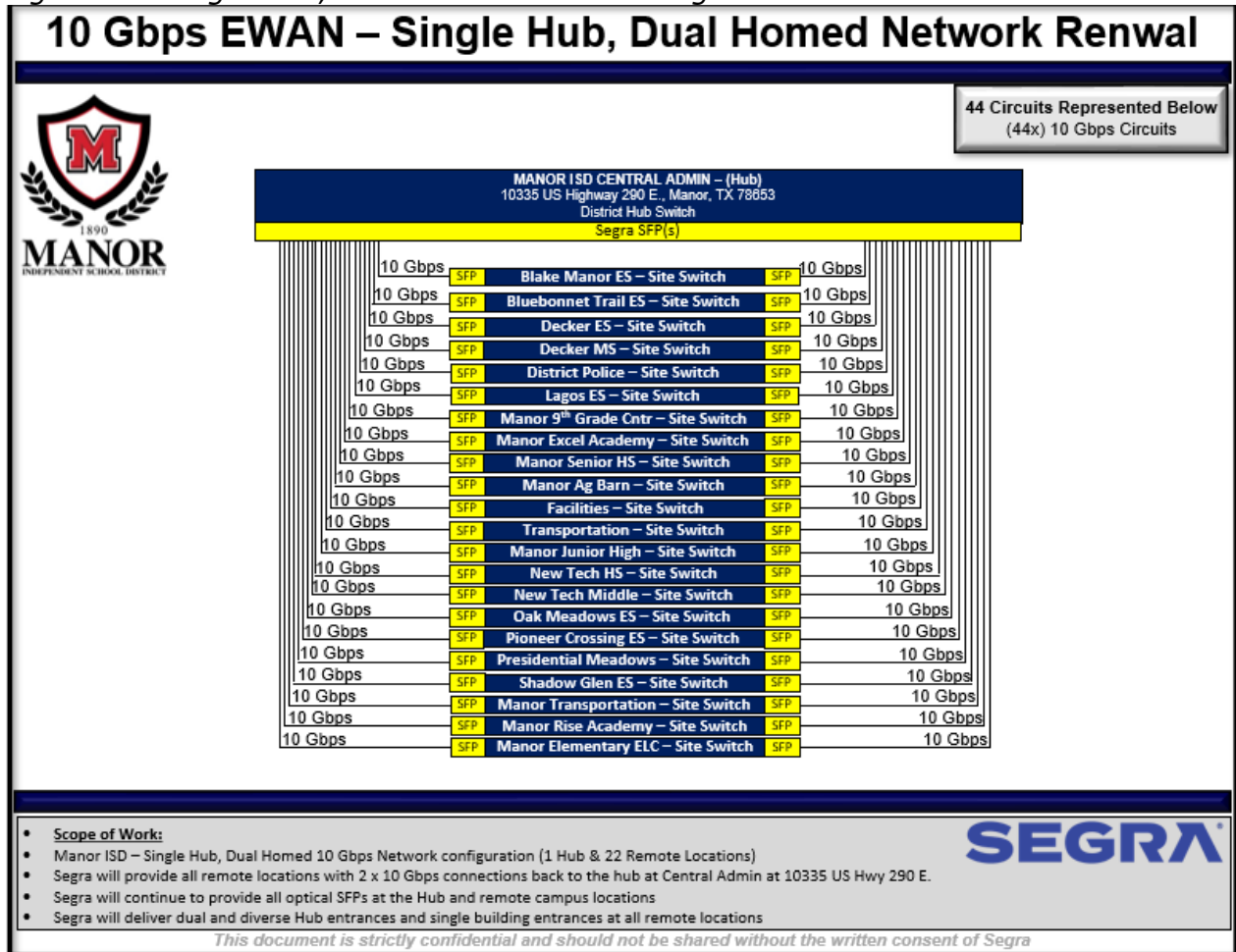


Figure 2 – Single Hub, Dual Homed Network Logical

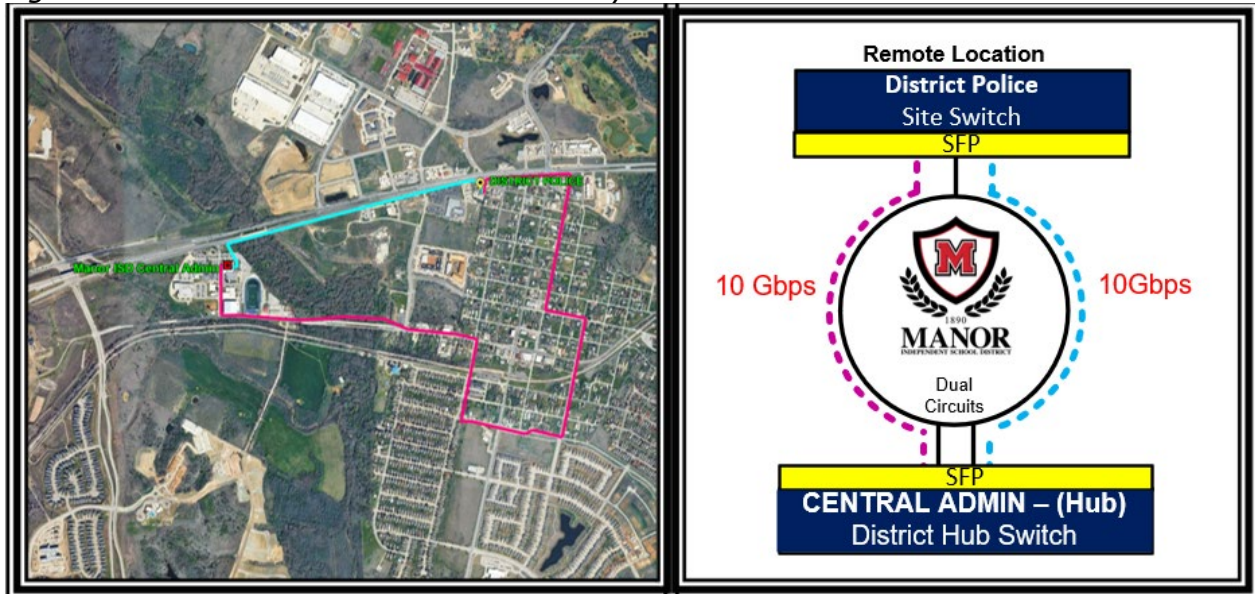


Segra’s custom Layer 2 fiber network provides a **10.0 Gbps** “Single Hub, Dual Homed” architecture. (See Figure 2). The current design will continue to provide physical route resiliency beyond the lateral, as well as dual and diverse hub entrances (See Figure 3). All circuits will continue to be terminated at the current district hub location with no interruption to the network at the current bandwidth speeds.

Figure 3 – Dual & Diverse Hub Entrances



Figure 4 – Individual Site Route Resiliency



This design has provided resilient 10.0 Gbps, Ethernet circuits between each remote location routed to the designated hub location. Each remote location currently contains an Ethernet circuit traversing the fiber optic network in the clockwise direction, and a second Ethernet circuit traversing the fiber optic network in the counterclockwise direction (See Figure 4). In the event of a fiber cable cut beyond the lateral, the resilient circuit path will ensure that connectivity is maintained to all locations while Segra is repairing the fiber cut.

Segra will continue to provide the district with all the 10.0 Gbps compatible SFP optics for the remote locations as well as the hub location that have been specifically engineered for each dedicated fiber path. When the need arises for additional bandwidth, Segra’s design makes it simple to handle upgrades by supplying the necessary SFPs to adjust for bandwidth need. This resilient network design enables the district technology team to grow and scale as their bandwidth needs increase.

Network Operations Center & Support

Segra delivers exceptional customer service, 24x7x365 support is provided along with a fully detailed escalation list. The list includes the personal cell phone numbers and email addresses of the NOC Manager, Local Operations Vice President, Regional Operations Vice President, and the Senior Vice President of Operations. A customer can escalate at any time it is felt necessary. Contacting Segra's NOC is rapid, there are no IVRs or screeners. Segra will strive to provide updates on Priority 1 tickets (outages) at least once every hour until the trouble is resolved.

Network Monitoring

If requested, Segra has the ability to monitor and manage the network to track key edge-to-edge performance statistics for lit devices across the network. In the event

the devices are not directly connected to Segra's core infrastructure, monitoring can be achieved utilizing SNMP traps via VPN tunneling that polls the electronics every 120 seconds to provide a level of visibility into the network for Segra's troubleshooting and reporting purposes. This system provides data on interface utilization, bandwidth, availability by site (up-down), and alarming. If an event should take place Segra NOC technicians will generate a trouble ticket and communications will begin to initiate the trouble shooting process.

Maintenance Scheduling

Segra's standard maintenance window is from 12:01 am to 6:00 am. All maintenance events will be communicated with our standard 10 business day notifications. In some instances, our network's resiliency allows for uninterrupted services during maintenance events. Segra will always strive to complete these maintenance activities in a timely fashion to mitigate potential down time.

Service Level Agreement (SLA)

This Addendum is made by and between _____ (the "**District**") and Unite Private Networks, LLC d/b/a Segra ("**Segra**") to the Wide Area Network Leasing and Services Agreement between the parties dated _____ (the "**WAN Agreement**"). The service conditions outlined in this Addendum relate to the WAN Services ("**Service**") delivered to the District under the Agreement.

1. Segra maintains a goal of 99.99% Service availability and strives to repair all Service-impacting conditions within four (4) hours of discovery.
2. The District acknowledges the possibility of an interruption in Service that results in a partial or total disruption that, subject to the exclusions and restrictions noted below, constitutes an "**Outage**." If a Service experiences an Outage ("**Affected Service**"), Segra, upon discovery of the Outage, will immediately commence work to repair the Affected Service. Segra will provide the District with an estimate of the time needed to repair and provide regular status updates.
3. The District may be entitled to a credit based upon the amount of monthly Outage time experienced by the Affected Service. The credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service experiences an Outage within a calendar month in relation to the total calendar monthly minutes of the Affected Service ("**Outage Minutes Percentage**"). The credit amount shall be the Outage Minutes Percentage multiplied by the pro-rated amount of the District's Monthly Recurring Charge ("**MRC**") for the Affected Service ("**Outage Credit**").
4. To receive an Outage Credit, the District must initiate a trouble ticket at the time of the Outage using the Service Escalation Contact List below. The Outage shall be deemed to have commenced upon initiation of trouble ticket and Segra verification of a Service-impacting condition. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by Segra.
5. The District must submit a written request for an Outage Credit within thirty (30) calendar days of the Outage's conclusion. Requests shall be submitted to Segra, 120 W 12th Street, Floor 11, Kansas City, MO 64105. Attn: Billing Dept. or by email to Credits@SegraFiber.com. In no event shall Outage Credits related to an Affected Service exceed the District's MRC for the Affected Service.
6. Outage Credits shall be credited on the District's next monthly invoice for the Affected Service following Segra approval of the Outage Credit.
7. The Outage Credits described herein constitute the District's sole and exclusive remedy in the event of any Outage or other Service-impacting condition. Under no circumstances shall an Outage or other Service-impacting condition be deemed an event of Default under the WAN Agreement. It is the explicit intent of the Parties hereto that no third parties shall be entitled to bring any action to enforce any provision of this Addendum or the WAN Agreement. All covenants, undertakings, and obligations set forth in this Addendum and the WAN Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assignees.
8. Notwithstanding anything to the contrary in this Addendum or the WAN Agreement, in the event an Affected Service is being provided by Segra through any third-party fiber or equipment, the District shall not be entitled to outage credits or recompense in excess of

what is provided to Segra by the applicable third-party. In that event, the District shall receive a credit equal to the lesser of (i) an Outage Credit as described in Section 3 above, or (ii) a pass-through of applicable credits provided to Segra by the third-party.

9. EXCEPT FOR THE WARRANTIES CONTAINED IN THE WAN AGREEMENT, Segra DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE BY EITHER PARTY.
11. An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:
 - 11.1 Interruptions prior to the service commencement date.
 - 11.2 Interruptions caused by the negligence, error, or omission of the District or its representatives or other authorized users.
 - 11.3 Interruptions due to power failure on the premises or the failure or poor performance of District-provided equipment ("CPE").
 - 11.4 Interruptions during any period in which Segra or its agents are not afforded access to the premises where a Service is terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service.
 - 11.5 Interruptions during any period that Segra has communicated to the District that the Service will be unavailable for maintenance or grooming purposes, or the District has released the Service to Segra for installation, maintenance, or other purposes.
 - 11.6 Interruptions during any period that the District elects not to release the Service for testing and/or repair.
 - 11.7 Interruptions resulting from Force Majeure.
 - 11.8 Interruptions resulting from the District's use of a Service in an unauthorized or unlawful manner.
 - 11.9 Interruptions resulting from a Segra disconnect for cause.
 - 11.10 Interruptions resulting from incorrect, incomplete, or inaccurate information provided to Segra by the District (including any District oversubscription).
 - 11.11 Interruptions in service not caused by a failure of Segra fiber or equipment.
 - 11.12 Interruptions resulting from damage to fiber or facilities caused by a third party.

12. Escalation Contact List:

Segra Network Operations Center (NOC)
(866)-963-4237 or (816) 903-3927; 24x7x365

In the event that the District is unable to receive a satisfactory resolution through the phone numbers listed above:

Service Escalation Contact List			
Level	Name	Email	Phone
1	Manager – Network Operations Center Austin Jett	austin.jett@segrafiber.com	(816) 859-0610
2	Director – Network Operations Center Jason Hobbs	jason.hobbs@segrafiber.com	(888) 696-0408
3	Vice President – Service Assurance Jeff Wendling	jeffrey.wendling@segrafiber.com	(888) 846-1072
4	Market Vice President – Nebraska Shanon Morris	shanon.morris@segrafiber.com	(402) 575-1239
	Market Vice President – Central Iowa Clark Lundy	clark.lundy@segrafiber.com	(515) 321-3336
	Market Vice President – Eastern Iowa Brent Striegel	brent.striegel@segrafiber.com	(319) 491-4760
	Market Vice President – Kansas City Harold Kalwei	harold.kalwei@segrafiber.com	(816) 500-3737
	Market Vice President – St. Louis Jerry Sorrentino	jerry.sorrentino@segrafiber.com	(314) 722-0052
	Market Vice President – Colorado Christian Kessler	christian.kessler@segrafiber.com	(303) 263-0174
	Market Vice President – Dallas Bill Tyler	bill.tyler@segrafiber.com	(469) 354-3214
	Market Vice President – San Antonio Rick Valadez	rick.valadez@segrafiber.com	(210) 789-6803
	Market Vice President – NM, AZ John Hufnagel	john.hufnagel@segrafiber.com	(505) 301-9118
	Market Vice President – IL, WI, OH, IN, GA, VA George Forbes	george.forbes@segrafiber.com	(478) 832-0669
Market Vice President – TX, AR, OK George Rutledge	george.rutledge@segrafiber.com	(501) 287-8223	
5	Vice President of Operations – North Region Huck Ihnat	huck.ihnath@segrafiber.com	(816) 922-9334
	Vice President of Operations – South Region Eric Filkins	eric.filkins@segrafiber.com	(832) 497-3264
	Vice President of Operations – Central Region Vincent Herrera	vincent.herrera@segrafiber.com	(505) 301-9124
6	Chief Operations Officer Thomas Pope	thomas.pope@segrafiber.com	(704) 290-4671
7	Chief Technology Officer David Cromwell	david.cromwell@segrafiber.com	(816) 509-7420

Pricing Summary

***Please refer to 21212998-Manor C1 Vendor Attachment
(2) attached***

Pricing Notes:

1. Segra is willing to accommodate the SPI or BEAR billing methods.
2. If special construction charges apply, Segra offers the option for installment payments of up to 4 years for the applicants non-discounted share.
3. Site/Circuit additions and bandwidth upgrades are available, negotiable, and will be contemplated in the final agreement.
4. The price quote expires ninety (90) days from the due date of the associated response.
5. This is a turnkey quote with all construction, electronics, and maintenance included.
6. All rates quoted are Monthly Recurring Charges (MRC) at the time of contract award. After the initial installation, bandwidth increases may be subject to a one-time fee and/or increase in MRC to cover the costs to meet the Customer's bandwidth needs.
7. All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the Customer in addition to the regular charges under this Agreement. The Customer shall be required to provide documentation evidencing its exemption from any such taxes or fees.
8. Pricing for each term includes the option for annual renewals at the selected contract term rate.
9. No Special Installation Fees/No Cost of Construction/No Equipment Fees.
10. E-Rate discount is assumed and is subject to change based on USAC guidelines and approval.
11. Segra will comply with all applicable Lowest Corresponding Price (LCP) rules and regulations.

Exceptions

Segra understands and accepts the stipulations included in the Request for Proposal, except as specifically noted below.

Responses to Manor Independent School District RFP # 260006227

RFP Sections	Segra Response
Title <ul style="list-style-type: none"> • Specific Requirements, Paragraph 4, P. 1 	<p>Due to the nature of the lease, Segra will retain ownership of the leased services and does not grant right, title, or interest in such work or work product to the District.</p>
FCC Red-Light Status <ul style="list-style-type: none"> • Specific Requirements, Paragraph 11, P. 2 	<p>Segra is committed to remaining in good standing with all applicable agencies, entities, and governing bodies, including green light status with USAC and the FCC. However, due to the possibility of clerical and other non-material errors, Segra reserves the right to negotiate a reasonable cure period prior to any termination right being triggered as a result of a temporary status change.</p>

Segra reserves the right to negotiate a final agreement with the Customer intended to 1) resolve any discrepancies between the RFP documents and proposal documents, and 2) govern the relationship between the parties.

Sample Contract

Please refer to Segra's Sample Contract attached.

Wide Area Network Leasing and Services Agreement

between

Unite Private Networks, LLC d/b/a Segra
120 W 12th Street, Floor 11
Kansas City, MO 64105

and

School District
[Address]

Segra ID: _____

Dated _____

Wide Area Network Leasing and Services Agreement

This Wide Area Network Leasing and Services Agreement is entered into as of _____, between the _____ School District (the “District”) and Unite Private Networks, LLC d/b/a Segra (“Segra”). The District and Segra may each hereinafter be referred to individually as a “Party” and together as the “Parties.”

Recitals

A. Segra is in the business of leasing Wide Area Network facilities (“WAN Facilities”) and providing telecommunications and Internet access services (“WAN Services”) to school districts and other customers.

B. Following a competitive bidding process, the District selected Segra as the most cost-effective provider of leased WAN Facilities and WAN Services to the District.

C. The District has received all approvals required by it to enter into this Agreement, under which Segra will lease WAN Facilities and provide WAN Services to the District.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Segra agree as follows:

1. WAN Facilities and WAN Services. Segra agrees to lease WAN Facilities and provide WAN Services to the District in accordance with the terms of this Agreement, as more fully described in Schedule A attached hereto. This Agreement shall operate as a lease under applicable law. Nothing in this Agreement shall be construed to result in the transfer of title to or creation of a security interest in any part of the WAN Facilities. For clarity, Segra owns the WAN Facilities and will continue to own the WAN Facilities following the expiration or termination of this Agreement. The District disclaims any interest it may claim in Segra’s facilities, materials, equipment, fiber optic cable, and other property installed on the real property of the District. The District shall keep the WAN Facilities free from all liens. The District’s use of the WAN Facilities and WAN Services shall be limited to the District. The District may not assign, lease, or allow any other party the right to use the WAN Facilities or WAN Services without Segra’s prior written consent. Any other use shall constitute an event of default under Paragraph 11(a).

2. Agreement Term. This Agreement will have a term of _____ () years, commencing with the date on which Segra first provides the WAN Services hereunder, to be confirmed by Segra with a Service Commencement Letter as noted in Section 6, unless earlier terminated in accordance with Section 11. This Agreement can be extended upon mutual agreement of Segra and the District for a term no longer than the initial term memorialized in this Section 2.

3. E-Rate Program. Upon request, Segra will work with the District to participate in the Schools and Libraries Program of the Universal Service Fund (“E-Rate Program”) in an effort to

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maximize discounts available to the District with respect to the WAN Facilities and WAN Services. However, the District's participation in the E-Rate Program is not a condition to either Party's obligations under this Agreement.

4. Changes. Any changes to the WAN Facilities, the WAN Services, including additional services provided by Segra, will be set forth in a Statement of Understanding signed by the District and Segra.

5. Additional Sites and Upgrades. This Agreement contemplates the possibility of additional services and service upgrades during the course of this Agreement. If the District elects to add or upgrade services under this Agreement, the changes will be noted in a Statement of Understanding. All additional services and upgrades will have a term that is coterminous with this Agreement. The Parties agree that additional circuits and/or upgrades will be billed as a one-time cost for equipment installation and construction costs plus a monthly recurring charge that is commensurate with the Monthly Fees noted in Schedule C.

6. Delivery and Installation. Segra will deliver, install, configure, and maintain the WAN Facilities, and the Parties agree to coordinate and cooperate to schedule and facilitate all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the Parties agree as follows:

(a) Staging, Storage, and Access. During the installation of the WAN Facilities, the District agrees to provide Segra (i) suitable staging and storage areas at District facilities for relevant equipment, materials, and components and (ii) access to District facilities as may be necessary to efficiently complete the installation, as reasonably determined by Segra, provided that Segra must schedule such access with the District in advance. District personnel may accompany Segra personnel during installation work at any District facility.

(b) Substitute Materials. In the event that any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, Segra may substitute materials or components of equivalent or superior functionality and performance.

(c) Site Preparation. Prior to the installation of WAN Facilities, the District will clean and otherwise prepare all installation sites and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(d) Debris Removal. Segra will remove from installation sites all debris resulting from the installation of WAN Facilities, including moving such debris to trash receptacles maintained by the District. The District will be responsible for trash removal from such receptacles.

(e) Landscaping. Segra will restore all landscaping disturbed by Segra's installation, maintenance, or removal activities. The District will be responsible for all landscape watering, including at restored landscaping sites.

(f) Non-WAN Facilities. The District is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the District's request, Segra may install, configure, and maintain such facilities and components, subject to Segra's standard charges, terms, and conditions.

(g) Special Needs. If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the District or its facilities, as reasonably determined by Segra and agreed to by the District, the District will reimburse Segra for any corresponding extra costs incurred by Segra to address those requirements, needs, or characteristics.

(h) Planning. Segra and the District will meet prior to the installation of the WAN Facilities to formulate and finalize the installation methodology and configuration design for the WAN Facilities.

(i) Deviations. If, prior to or during the installation process, Segra, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the District for its approval, which the District may not unreasonably withhold or delay; provided, however, that Segra reserves the right to make, without such approval, changes to fiber routing, conversions from underground to overhead or overhead to underground configuration to avoid obstructions, and other immaterial modifications.

(j) Timeline. Segra and the District agree to the installation and configuration timeline set forth in Schedule B. The District agrees to all reasonable extensions of the installation timeline necessitated by actions or inactions of the District or otherwise resulting from circumstances beyond Segra's control.

(k) Maintenance. Segra is responsible for maintaining the WAN Facilities. The District agrees to provide Segra with access to its facilities as may be necessary to perform maintenance, as reasonably determined by Segra, provided that, when practicable, such access must be scheduled with the District in advance. District personnel may accompany Segra personnel during any maintenance work at any District facility.

(l) Service Commencement Letter. Upon completion of the installation, the District will receive a Service Commencement Letter from Segra that states the WAN Services have been tested and are operational. The Service Commencement Letter will mark the beginning of the term noted in Section 2 above and confirm that all Segra testing has been completed satisfactorily.

(m) Assigned District Personnel. The District agrees to provide an individual to escort Segra personnel or subcontractors while on District property in order for Segra to perform the installation required for the WAN Services provided under this Agreement.

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7. Fees and Payment. The District will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule C attached hereto and in accordance with the following:

(a) Partial Fees. In the event any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

(b) Due Dates and Late Payment Charges. All fees will be paid no later than thirty (30) days following the payment date specified on Schedule C or following the receipt of an invoice from Segra. If any payment obligation of the District is more than thirty (30) days past due, such amount shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at a rate equal to one and one half percent (1.5%) per month. The District understands that the Term of this Agreement is firm and the District's obligation to make payments shall not be impacted by the District's actual usage of the WAN Services.

(c) Changes in WAN Facilities and WAN Services. If, pursuant to Section 4 above, the WAN Facilities or WAN Services are changed or upgraded, the Parties will agree on an appropriate adjustment or supplement to the fees set forth on Schedule C.

(d) Taxes and Additional Charges. All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees, or similar liabilities charged to or against Segra or the District because of the services furnished by Segra shall be assessed to and paid by the District. The District shall be required to provide documentation evidencing its exemption from any such taxes or fees.

(e) Billing Method. Until the District receives its Funding Commitment Decision Letter ("FCDL") from USAC, Segra will invoice under the Billed Entity Applicant Reimbursement Method ("BEAR Method"), which is the total amount before applying the District's USAC discount. Upon the District's notification to Segra of an affirmative FCDL, the District may request that Segra provide its billing method option letter to allow the District to choose its preferred method of billing. Segra will invoice the District using the BEAR Method until the District fulfills all Segra requirements to elect another USAC-approved payment method.

8. District Agreements and Acknowledgements. The District agrees as follows:

(a) Adequacy of WAN Services. The District acknowledges that the WAN Facilities and WAN Services described in Schedule A meet the District's requirements.

(b) Security. The District is responsible for providing commercially reasonable security at or on District facilities or properties where WAN Facilities are installed.

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(c) Compliance with Law. Segra and the District agree that the WAN Services and WAN Facilities shall not be used in a manner that could be construed as a violation of this Agreement, laws, regulations, orders, or rules of any governmental authority having jurisdiction.

(d) District Personnel. The District will ensure that its personnel, contractors, and users are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services.

(e) Space and Power. The District will provide all necessary space and power required for the installation and operation of the WAN Facilities at each District location.

(f) Authority; Non-Violation. The District represents and warrants that the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the District or any agreement or instrument to which the District is a party or by which the District is bound.

(g) Insurance. The District will procure and maintain insurance policies covering all loss and damage to the WAN Facilities located at facilities under the District's control, including without limitation all materials and components located at District facilities prior to, during, or after the installation process. The District will cause such insurance policies to (i) name Segra as an additional insured, (ii) be endorsed to require at least thirty (30) days' written notice to Segra prior to the effective date of any termination of coverage, and (iii) provide that the insurer(s) will have no rights of recovery against Segra in the event of any payment of any loss or damage. Upon request by Segra, the District will provide proof of insurance meeting the requirements of this Section 8(g).

(h) Intrastate Traffic. The District certifies that for the duration of this Agreement, including renewals, the average interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the WAN Facilities provided by Segra. The District is responsible for notifying Segra if the District's average usage exceeds this 10% threshold.

9. Segra Warranties and Disclaimers. Subject to Section 17(i) below, Segra agrees as follows:

(a) Compliance with Law. Segra represents and warrants that it will comply with all applicable laws.

(b) Authority; Non-Violation. Segra represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by Segra, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of Segra or any agreement or instrument to which Segra is a party or by which Segra is bound.

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(c) Non-WAN Facilities and Services. Segra makes no representation or warranty whatsoever regarding services, facilities, or components that are not provided by Segra under this Agreement.

(d) Disclaimer. Segra MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE WAN FACILITIES OR WAN SERVICES AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or other condition of WAN Facilities or WAN Services shall relieve the District of the obligation to perform any obligations under this Agreement.

10. Alterations and Attachments. The District may not make any alterations or attachments to the WAN Facilities without Segra's prior written consent. Segra shall have no maintenance or other obligations whatsoever with respect to any alterations or attachments the District makes to the WAN Facilities. If Segra provides any maintenance or other services in respect of any such alterations or attachments, Segra will provide such services subject to its standard charges, terms, and conditions. Segra is not responsible for any malfunction or performance issues related to the WAN Facilities or WAN Services, or any inability of Segra to satisfy its obligations under this Agreement, caused by, or resulting from, any action or inaction by the District. The District is solely responsible for, and agrees to indemnify Segra against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District.

11. Termination. Either Party may terminate this Agreement for cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice, as follows:

(a) By Segra. Segra may terminate this Agreement for cause in the event of (i) the District's failure or refusal to make any payment due to Segra hereunder within ten (10) days after the District receives written notice from Segra of such failure or refusal, or (ii) the District's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period not to exceed thirty (30) days, or (iii) illegal, unethical, or other acts of the District tantamount to misconduct.

(b) By the District. The District may terminate this Agreement for cause in the event of (i) Segra's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period, or (ii) Segra's violation of applicable laws or regulations related to its performance under this Agreement, subject to a reasonable cure period; or (iii) illegal conduct by Segra.

For clarity, upon the termination of this Agreement under Section 11(a), Segra will be entitled to recover all fees that would have been payable to Segra under this Agreement for its full term. The Parties agree that such fees are to be construed as liquidated damages and not a penalty.

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By executing the Agreement, the District warrants that the District has funds appropriated and available to pay all amounts due hereunder through the end of the District's current fiscal period. The District further agrees to request all appropriations and funding necessary to pay for the WAN Services for each subsequent fiscal period through the end of the Agreement Term. In the event the District is unable to obtain the necessary appropriations or funding for the WAN Services provided under this Agreement, the District may terminate the WAN Services without liability for termination charges upon the following conditions: (i) the District has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite the District's best efforts, funds have not been appropriated and are otherwise unavailable to pay for the WAN Services; and (iii) the District has negotiated in good faith with Segra to develop revised terms, an alternative payment schedule, or a new agreement to accommodate the District's budget. The District must provide Segra no less than thirty (30) days' written notice of its intent to terminate the WAN Services. Termination of the WAN Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If the District terminates the WAN Services for failure to appropriate funds under the terms of this provision, the District agrees to pay all amounts due for the WAN Services incurred through date of termination, reimburse Segra for all unrecovered costs incurred to provision the WAN Services, and not to contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

12. Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, Segra may remove any WAN Facilities and the District agrees to cooperate in any such removal by Segra.

13. Confidential Information. Each Party acknowledges (a) that it will have access to confidential information of the other Party, (b) that such information constitutes valuable, special, and unique property of the other Party, and (c) that no right or license is granted to such Party with respect to such information, except as specifically set forth in this Agreement. Each Party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other Party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information that is disclosed or made available, including, without limitation, the terms of this Agreement and any non-public information concerning a Party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. Each Party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each Party agrees that it will not copy the confidential information of the other Party other than as necessary to perform under this Agreement. Upon request, or upon the termination or expiration of this Agreement, each Party agrees to return or destroy any confidential information of the other Party in its possession. The Parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The Parties agree that this Section 13 will survive the termination or expiration of this Agreement.

17. Miscellaneous.

(a) Waivers. Any failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either Party of any right or remedy under this Agreement must be in writing and signed by the Party waiving the right or remedy.

(b) Governing Law. The laws of Texas govern this Agreement, without regard to conflicts of law principles. The Parties agree that any action related to this Agreement shall be brought under the jurisdiction and venue of the state of Texas regardless of the appropriateness of any other jurisdiction.

(c) Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire contract between the parties with respect to the subject matter hereof, and supersedes any and all other prior agreements or understandings, written or oral, including any and all documents exchanged between the parties in any competitive bidding process for the WAN Facilities and the WAN Services (or similar facilities and services).

(d) Amendments. Any amendment to this Agreement must be in writing and signed by both Parties.

(e) Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably delayed or withheld. Notwithstanding the preceding sentence, Segra may, without the District's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of Segra's assets. Any purported assignment prohibited by this provision will be null and void.

(f) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the Parties.

(g) Headings. The headings contained in this Agreement are for convenience of reference only and may not be utilized in construing or interpreting this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument.

(i) Limitations on Damages. Segra will not be liable to the District for any indirect or consequential damages, including but not limited to lost profits or business

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revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether or not such damages are foreseeable.

(j) Construction. This Agreement is to be construed as the joint and equal work product of the Parties and may not be interpreted more or less favorably in respect of either Party on account of its preparation or drafting.

(k) Delivery by Email Transmission. This Agreement may be delivered by electronic transmission of signed signature pages.

(l) Severability. In the event that any term or provision of this Agreement is held invalid or unenforceable by any court having jurisdiction over this Agreement, (i) the portion(s) of the Agreement ruled invalid or unenforceable and all related provisions shall be addressed by the Parties via an amendment that shall substitute valid and enforceable provisions; and (ii) it will not affect the validity or enforceability of the remaining terms and provisions of this Agreement not otherwise addressed within the amendment.

(m) Waiver of Jury Trial. Each Party waives trial by jury with respect to any dispute regarding or arising under this Agreement.

(n) Time Limit for Legal Actions. All legal action, regardless of its form, relating to or arising under this Agreement must be commenced within the requisite period of time required for such action under applicable Texas statute(s) of limitation.

(o) Dispute Resolution. Each Party agrees to work in good faith with the other party in an effort to resolve the disputed matter prior to pursuing formal legal remedies.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Unite Private Networks, LLC d/b/a Segra

Name: _____

Title: _____

_____ **School District**

Name: _____

Title: _____

Schedule A – WAN Facilities and WAN Services

WAN Facilities:

Digital transmission service provided by single mode fiber optic links to all schools as noted in the WAN Services section below. All facilities will have ___ () Gigabit/second of transport. Segra will provide SFPs or GBICs at each of the school end point sites and at the District hub site as noted in the Logical Network Design below.

Logical Network Design:

[Insert Logical Design Here]

WAN Services:

___ Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations:

Circuit 1	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 2	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 3	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 4	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 5	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 6	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:

Circuit 7	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 8	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 9	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 10	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 11	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 12	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 13	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 14	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 15	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 16	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 17	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 18	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 19	
A Location	Z Location
Site Name:	Site Name:
Address:	Address:
Circuit 20	
A Location	Z Location

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Site Name: Address:	Site Name: Address:
Circuit 21	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 22	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 23	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 24	
A Location	Z Location
Site Name: Address:	Site Name: Address:
Circuit 25	
A Location	Z Location
Site Name: Address:	Site Name: Address:

Schedule B – Installation Timeline

Anticipated delivery of service shall occur approximately ____ () days after receiving written notification from the District of an affirmative FCDL, and the acquisition of all necessary permits, licenses, pole attachment agreements, and rights of way to complete the project.

Schedule C – Fees and Payment Schedule

Non-Recurring Fees

1. **Special Construction.** The District will remit _____ in Special Construction charges, which will be billed to USAC and the District based on milestones reached during construction. The Parties will work together to develop the timeline and milestones.
2. **Installation of Equipment.** Upon completion of the installation, the District will remit _____ for equipment installation.

Recurring Fees

1. **Monthly Fees.** Monthly lease payments of \$_____ for a period of _____ months beginning upon the delivery of service which shall be confirmed by a Service Commencement Letter as noted in Section 6.
2. **Annual Fees.** None.

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Other Fees

In accordance with Section 7(d), all applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement unless the District provides sufficient evidence of its exempt status.

Additional Sites and/or Upgrades

If the District elects to add or upgrade services in accordance with Section 5, the Parties agree that these changes will be billed to the District as a non-recurring cost to cover incremental equipment and construction costs plus a recurring charge that is commensurate with the fees in this Schedule C, which will be codified in a Statement of Understanding to be signed by the Parties.

