



TELECOMMUNICATIONS MASTER SERVICE AGREEMENT

THIS TELECOMMUNICATIONS MASTER SERVICE AGREEMENT (the "Agreement") is entered into _____ by and between **City of League City**, (the "Customer") with offices located at 300 West Walker, League City, Texas 77573 and **PS Lightwave, Inc.** ("PS Lightwave") with offices located at 5959 Corporate Drive, Suite 3300, Houston, TX 77036.

WHEREAS, Customer desires to obtain telecommunications services; and

WHEREAS, PS Lightwave has agreed to provide Customer with telecommunications services (the "Services").

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements herein contained, the sufficiency of which is hereby acknowledged, Customer and PS Lightwave hereby agree as follows:

I. AGREEMENT. The terms of this Agreement shall apply to the purchase of all Services and will be considered a part of any Service Order executed for Services delivered by PS Lightwave. PS Lightwave reserves the right to modify its network or the facilities used to provide the Services. PS Lightwave shall use reasonable efforts to notify Customer of any planned maintenance.

II. TERM AND COMMENCEMENT DATE. This Agreement shall commence upon execution by both parties and shall be complete on the last day of the month concurrent with last active Service Order. However, this Agreement may survive at the end of the term of the last active Service Order and will automatically renew on a month-to-month basis, under the same terms and conditions contained in this Agreement, until either party gives thirty (30) days written notice, in accordance with Section XIII.E Notices, of its intent to cancel this Agreement.

III. CANCELLATION POLICY. If Customer cancels a Service Order prior to the end of its term, it may be required to pay a cancellation fee calculated using the remaining term of the Service Order and the Monthly Recurring Fee for each remaining month, as well as any fees accrued prior to such cancellation. Any cancellation request by Customer shall be effective if in accordance with Section XIII.E Notices, and PS Lightwave shall be entitled to rely on the authorization of the Customer representative submitting the cancellation request. Customer shall remain obligated to pay fees accrued prior to such cancellation and any applicable early termination fees.

IV. TERMINATION. Termination of Service by either Party will occur without liability when one or more of the following conditions occur: if either Party violates any law, rule, regulation or policy of any governmental authority related to Services or; if either Party makes a material misrepresentation to the other in connection with the ordering or delivery of Service; or violates any provision of PS Lightwave's Service Level Agreement (the "SLA")(which may be viewed at www.pslightwave.com) or; if either Party engages in any fraudulent use of Services or; if a court or other governmental authority prohibits the furnishing of any Service(s) under this Agreement or; if either Party files bankruptcy or fails to discharge an involuntary petition within sixty (60) days.

A. Termination by Customer for PS Lightwave Default: In the event that Customer shall assert that PS Lightwave is in default under any term or provision of this Agreement, or any applicable Service Order, Customer will give PS Lightwave written notice of such default with sufficient detail to allow PS Lightwave to attempt to cure such default. If PS Lightwave commences to cure such default within five (5) days after receipt of such notice and thereafter proceeds with the curing of such default with reasonable diligence and actually completes the curing of such default within thirty (30) days after receipt of such notice, then no default on the part of PS Lightwave shall be deemed to have occurred. However, if PS Lightwave does not commence curing such default within such five (5) day period, or PS Lightwave does not thereafter proceed with the curing of such default with reasonable diligence, or if PS Lightwave does not complete the curing of such default within thirty (30) days after PS Lightwave's receipt of such notice, then Customer may on twenty-four (24) hours written

notice terminate the Service Order as to which such default relates (if such default relates to a particular Service Order), or terminate this Agreement (if such default relates to this entire Agreement). In the event of a breach of the warranties set forth herein, Customer's sole remedy is termination as described in this Section.

B. Termination of Service by PS Lightwave for Customer Default. Termination of Service by PS Lightwave will occur without liability when one or more of the following conditions occur:

1. Non-payment of any undisputed invoice amounts within sixty (60) days after receipt. A service interruption notice will be sent to the Customer at the address shown in the Notice section below via U.S. Mail, electronic transmission, and/or certified mail when an invoice becomes forty-five (45) days past invoice date; or
2. If Customer fails to cure its breach (*other than a payment breach, which is addressed in Section IV.B.1 above*) of any of these terms or conditions or any Service Order, Acceptable Use Policy (the "AUP")(which may be viewed at www.pslightwave.com), or SLA within ten (10) days after written notice thereof provided by PS Lightwave.

C. Effect of Termination. Upon the effective date of termination of this Agreement:

1. PS Lightwave will immediately cease providing the Service(s);
2. Any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due;
3. In addition to all other remedies that may be available to PS Lightwave at law or in equity, assess and collect from Customer any applicable termination charges that may be due hereunder or under an active Service Order.

V. PAYMENT & BILLING TERMS. Customer shall pay the fees and other charges for each Service Order.

A. Billing. Billing shall commence on the date PS Lightwave notifies Customer that Services are fully available for Customer's use ("Commencement Date") regardless of whether Customer has procured services from third-party vendors (i.e. equipment suppliers, software developers, telecommunication carriers, etc.) required to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service.

B. Pre-Payment. Prior to installation of services relating to individual Service Orders, Customer may be required to pay any applicable Non-Recurring Charges (the "NRC"), the amount and schedule for payment to be based upon the terms specified in the Service Order.

C. Invoicing. PS Lightwave bills for one (1) full month of Monthly Recurring Charges (the "MRC") in advance. Each MRC covers Service delivered from the first of the month through the end of the month. PS Lightwave will bill usage-based Service in arrears or as otherwise provide by the Service Order.

1. **First Invoice.** The first invoice will be sent to the Customer following the Commencement Date. For any partial month of service, the MRC shall be prorated from the Commencement Date to the end of the month.
2. **Payment of Invoices.** All invoices are due upon receipt and become past due thirty (30) days from the invoice date (the "Delinquency Date"). If PS Lightwave is not in receipt of any payment on or before the Delinquency Date, such payment becomes a Late Payment. At PS Lightwave's discretion, in addition to the Customer's obligation to pay such Late Payment, Customer will pay a Late Charge of \$30.00 on the Late Payment and interest on the Late Payment (the "Late Payment Interest") at a rate equal to 1.5% (or the highest amount permitted by law,) per month or portion thereof, on the outstanding balance unpaid for more than thirty (30) days; however, a minimum interest charge of \$1.00 will be assessed for each billing period subject to a finance charge. In no event, however, shall the charges permitted under this Section or elsewhere in this Agreement, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest. PS Lightwave shall not be prevented from

exercising any of the other rights and remedies available to PS Lightwave hereunder or under any applicable laws. PS Lightwave shall have the right to suspend or terminate Services if an account is past due for more

than thirty (30) days from the Delinquency Date. If PS Lightwave has to take action of any kind to collect any balance due, then Customer agrees to pay PS Lightwave's reasonable expenses, including but not limited to all necessary attorney and collection agency fees.

D. Taxes and Fees. Except for taxes based on PS Lightwave's net income and ad valorem, personal and real property taxes imposed on PS Lightwave's and not Customer's owned or leased property, Customer is responsible for payment of all property, sales, use, gross receipts, excise, access, bypass, franchise, or other local, state, and federal taxes and/or fees, however designated, imposed on, or based upon the provision of the Service.

E. Disputed Invoices. If Customer reasonably disputes any portion of a PS Lightwave invoice, Customer must pay the undisputed portion of the invoice in accordance with the terms and conditions of this Agreement or associated Service Order and submit a written claim to PS Lightwave for the disputed amount. All claims must be submitted to PS Lightwave within sixty (60) days from the invoice date for those Services. Customer waives the right to dispute any charges not disputed within the time frame set forth above. In the event that the dispute is resolved against Customer in accordance with the procedures hereunder, Customer shall pay such amounts plus interest at the rate referenced in C.2. above.

VI. Customer's Premises. Customer authorizes PS Lightwave, with reasonable notice where permission shall not be unreasonably withheld, and its employees, agents, contractors and representatives to enter Customer's premises to install, maintain, inspect, repair and remove Equipment, in order for PS Lightwave to perform its obligations and to exercise its privileges under this Agreement, including provision of working space and reasonable storage space, subject to Customer's reasonable and customary security, safety and environmental procedures.

VII. Equipment & Services

Equipment (the "Equipment") shall be defined as any and all electronics or other equipment provided by PS Lightwave necessary to provision the contracted Service. Except as otherwise agreed, PS Lightwave reserves all right, title and interest in all Equipment. Customer shall not, and shall not permit others, to rearrange, disconnect, remove, and attempt to repair or otherwise tamper with any Equipment provided by PS Lightwave without the prior written consent of PS Lightwave. Customer shall be responsible for the cost of any loss, repair or maintenance occasioned by failure of Customer to perform its obligation under this Agreement. Customer shall not take any action to place any lien or encumbrance on the Equipment. In no event will PS Lightwave be liable to Customer or any other person for interruption of Service for any other loss, cost or damage caused or related to improper use or maintenance of the Equipment by Customer or third parties' access to the Services by Customer in violation of these terms, and Customer shall reimburse and indemnify PS Lightwave, for any damages incurred or claims made as a direct result thereafter.

Customers are entitled to use any PS Lightwave provided equipment in connection with the then applicable permitted use policy. Customer shall keep confidential all intellectual property provided through any such equipment and shall not copy, alter, reverse-engineer, or tamper with such intellectual property nor use it other than in connection with the Services. Customer agrees not to resell, transfer, export or re-export any such equipment or any technical data derived therefrom.

Services provided by PS Lightwave shall be defined in individual Service Orders which will detail specific terms of the Service Order (i.e., term, pricing, amount of service, type of service, etc.), as well as any special conditions defining the provisioning of that service.

A. For **Internet** services, PS Lightwave shall retain ownership of all IP numbers and addresses that may be assigned to Customer, and reserves the right to change or remove any and all such IP numbers and address, upon thirty (30) days' written notice of such action.

B. For **Dark Fiber** services, PS Lightwave, or its assigns shall retain ownership of any applicable fiber and Customer's interest shall only be that of a lessee. Additionally, the Applicable Fiber does not include the onsite equipment which Customer will use to interface with the fiber, nor any building interior wiring, whether copper cable or fiber optic cable.

C. For **Circuit/Data**, the delivery of dedicated native Ethernet circuit solutions from a facilities-based provider for point-to-point, point-to-multipoint and ring topologies, with a line speed of 10/100/1000 Mbs using IEEE Std 802.3-2012 defined signaling over a vlan-aware network.

D. For **Colocation**, access to and certain rights of use with respect to the PS Lightwave Data Center for the purpose of placing equipment, racks and certain associated cabling and related space requirements.

For **Telephony** services, to provide VoIP solutions. Additionally, PS Lightwave retains ownership of onsite equipment which Customer will use for delivery of the Services. For Telephony services, PS Lightwave shall have the right to modify the rates and conditions at any time. For any increases in rates, PS Lightwave agrees to give Customer a minimum of thirty (30) days advance written notice sent via electronic mail ("e-mail") for domestic long distance rate changes and at least seven (7) days for international rates. Such rates shall become effective on the thirty-first (31st) and eight (8th) day respectively. All rate decreases shall become effective immediately upon receipt.

Service Portability. Customer may cancel an existing Service (a "Cancelled Service") without incurring any cancellation or early termination fees or penalties, so long as: (A) the Cancelled Service has been installed and in use (B) Customer replaces the Cancelled Service with another On-Net Service having (i) equal or greater On-Net Service MRCs and (ii) equal or greater term commitment (the "Replacement Service"); (C) the Replacement Service is ordered by Customer within thirty (30) calendar days of the effective date of the cancellation of the Cancelled Service (the effective date of cancellation being the "Cancellation Date"); (E) PS Lightwave determines, in its sole discretion, that adequate capacity is available on the PS Lightwave Network for the Replacement Service; and (F) Customer is not otherwise in breach of the Agreement. If Customer fails to meet any of the above criteria for any particular Cancelled Service, Customer shall pay all applicable shortfall charges and early termination fees for such Cancelled Service. Customer shall also be liable for any third party expenses which are charged to Provider by a third party as a result of any Cancelled Service.

To exercise this portability option, Customer must, prior to the date that Customer cancels the Cancelled Service, notify PS Lightwave in writing of its intent to replace a Cancelled Service with a Replacement Service. PS Lightwave shall credit Customer all applicable shortfall charges and early termination fees charged to Customer's account, provided that Customer orders the Replacement Service within thirty (30) days of the Cancellation Date. Notwithstanding the foregoing, in no event shall Customer be credited back for any On-Net Service installation NRCs or any third party expenses that were charged for any Cancelled service which Customer cancels pursuant to this Section.

Change in Service Level. Customer may increase or reduce services provisioned under an existing Service Order by providing PS Lightwave with a minimum of thirty (30) days advance, written notice to be confirmed in an addendum to be executed by and between the Parties. Should Customer decrease service, Customer shall pay all applicable shortfall charges calculated on the balance of the term for such reduced service pursuant to Item VII.D. Customer shall also be liable for any third party expenses which are charged to PS Lightwave by a third party as a result of any reduction in service.

VIII. Power Requirements. PS Lightwave provided network interface devices must be powered on and operational twenty-four (24) hours per day, seven days per week. Customer warrants it is responsible for furnishing a reliable twenty-four (24) hour per day power source in capacities required for PS Lightwave provided Equipment.

IX. Multiple Users. Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the PS Lightwave Services through Customer's

facilities. Customer shall have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement and subsequent service orders and SLA's, whether such breach is the result of use of the PS Lightwave Services by Customer or by any other user of Customer's computer and/or facilities or services.

X. INDEMNITY & LIMITATIONS OF LIABILITY.

A. Definitions. PS Lightwave shall mean PS Lightwave, its affiliates, contractors, and subcontractors, together with their respective officers, directors, insurers, owners, employees, agents or invitees ("indemnified parties"). (Customer) shall mean Customer, its contractors or subcontractors, together with their respective officers, directors, insurers, owners, employees, agents or invitees ("indemnified parties"). "Affiliate" shall mean, with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one or more intermediaries. "Control" and its derivatives, with respect to any entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policy of a particular entity, whether through the ownership of voting securities or by contract or otherwise.

1. Indemnity Obligations. Customer agrees to the maximum extent allowed by law, to protect, indemnify, defend and hold harmless PS Lightwave from any claims, damages, losses, liabilities, suits, causes of action, demands, proceedings (whether legal or administrative), expenses (including but not limited to reasonable attorneys fees) and judgments (including any contractual liability of either Party), made, threatened, asserted or filed against PS Lightwave, whether in negligence (sole, concurrent or otherwise) or breach of contract or warranty and/or which arise from (a) personal injuries of any member of the Parties or (b) damage to tangible property that is alleged to have been caused solely by either Party, or are in any manner related to the use of the Services, including any violation of PS Lightwave's AUP.

2. Limitation of PS Lightwave Liability. PS Lightwave shall not be liable for any indirect, incidental, special or consequential damages, nor any loss of profits, revenue, data or use, by customer or any third party, whether in an action in contract or other legal theory, regardless of whether PS Lightwave has been advised of such damages. PS Lightwave's liability for any damages, losses and cause of actions under any legal theory shall not exceed the actual dollar amount paid by customer for the Service during the 12-months prior to the date of damage.

1. Network Disruption. PS Lightwave shall have no liability whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data, or peripherals caused by network disruptions. The installation, use, inspection, maintenance, repair and removal of the Equipment may result in network disruptions; service outages or potential damage to Customer's network operations. Customer therefore agrees to take reasonable precautions during use of the Service.

2. Eavesdropping. The network is a shared resource among other PS Lightwave customers. Because of this, there is a risk that Customer could be subject to "eavesdropping." PS Lightwave will make commercially reasonable attempts to safeguard the Customer's data communications stream by using industry standard network management tools and methods. Customer will be configured on a "private" network within PS Lightwave's Network. Despite any and all safeguards, PS Lightwave cannot guarantee that third parties will not compromise the network infrastructure. PS Lightwave will not be liable for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating

to such actions but will take all reasonable safeguards to prevent such activity. PS Lightwave reserves the right to access, monitor and/or decode Customer's traffic over PS Lightwave's network solely for management, analysis and control purposes only and to maintain a policy of non-disclosure of the content of Customer data.

3. Network Security. PS Lightwave shall not be liable for any third party network breaches on Customer's premises, equipment, software or hardware. Customer assumes the risk of any unauthorized third party access to Customer's network. PS Lightwave makes an effort to keep its network secure but no network is perfect. Customer should take whatever steps it deems necessary to ensure its data is not accessed by unauthorized third parties.

XI. NO WARRANTY. CUSTOMER AGREES THAT PS LIGHTWAVE DOES NOT MONITOR, EXERCISE CONTROL OVER, NOR ACCEPT RESPONSIBILITY FOR THE CONTENT OF THE INFORMATION PASSING THROUGH OR CONTAINED WITHIN PS LIGHTWAVE'S FACILITIES, HOST COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE (THE "PS LIGHTWAVE NETWORK") OR THE INTERNET, OR THE CONTENT OF THE INFORMATION RESIDING ON THE CUSTOMER'S EQUIPMENT OR TRANSMITTED OVER ITS NETWORK, AND IS NOT LIABLE FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM THE CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CLIENTS VIA THE SERVICE(S) PROVIDED BY PS LIGHTWAVE. CUSTOMERS SHALL INDEMNIFY AND HOLD PS LIGHTWAVE HARMLESS FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO CUSTOMER'S CONTENT OR USE OF ANY INFORMATION RESIDING ON CUSTOMER'S EQUIPMENT OR TRANSMITTED OVER ITS NETWORK. USE OF ANY INFORMATION OBTAINED VIA PS LIGHTWAVE'S SERVICES IS AT CUSTOMER'S OWN RISK. PS LIGHTWAVE SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES.

PS LIGHTWAVE PROVIDES THE SERVICES AS IS. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, OR AN ASSOCIATED SERVICE ORDER IN CONNECTION WITH THE SERVICES, PS LIGHTWAVE (a) MAKES NO WARRANTIES WHETHER EXPRESS OR IMPLIED, AND (b) DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE EXCEPT AS DESCRIBED IN PS LIGHTWAVE'S ACCEPTABLE USE POLICY (AUP). IN THE EVENT THAT PS LIGHTWAVE PROVIDES CUSTOMER WITH PRODUCTS IN CONJUNCTION WITH THE SERVICES (I.E., THIRD PARTY SOFTWARE PRODUCTS OR EQUIPMENT), PS LIGHTWAVE ALSO PROVIDES SUCH PRODUCTS AS IS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, OR IMPLIED.

XII. INSURANCE

A. PS Lightwave shall maintain Workers' Compensation, Commercial-General Liability Insurance and Business (Commercial) Automobile Liability Insurance as required for operations under this Agreement. PS Lightwave shall maintain such policies in force throughout the term of any agreement. Where issuance of an individual Certificate of Insurance is required, both Customer and PS Lightwave's insurance must have waivers of subrogation in favor of the other.

XIII. General Terms

A. Assignment. This Agreement shall be binding upon and inure to the benefit of Customer, PS Lightwave and their respective successors and assigns. Customer may not assign this Agreement or any of its rights or responsibilities hereunder without the advance written consent of PS Lightwave, and any attempt by Customer to do so shall be void and of no effect. Consent shall not be unreasonably withheld; however, Assignee of Customer may be required to complete and be approved as credit worthy prior to PS Lightwave's acceptance of assignment and shall agree in writing to accept all the terms and conditions here, without exception.

PS Lightwave's rights and obligations under this Agreement may be assigned to any business entity, which succeeds to ownership or operation of the PS

Lightwave Services. Notwithstanding the above, either party may assign this Agreement and any of its rights or obligations hereunder to any Affiliate or to any Person, including but not limited to, any entity which acquires the business or assets of Customer to which this Agreement relates, whether by merger, purchase or otherwise, but the other party to this Agreement is not bound by any assignment until such party has received written notice of such assignment signed by both the assignor and the assignee.

- B. Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- C. Force Majeure.** Neither party shall be liable to the other or in default of this Agreement, nor shall any credit allowance or other remedy be extended, for any failure of performance or Equipment due to causes beyond such party's reasonable control including but not limited to acts of God, fire, acts or omissions of suppliers, fiber/cable cut, equipment or power failure, flood or other catastrophe, any law, order or regulations or requests of any governmental entity, national emergency, terrorist activities, insurrections, riots, any acts or restraints of government or any regulatory authority, work stoppages or disruptive labor activities, global or natural disasters or like events, lack or delay in transportation, or failure of a third party to grant or recognize a right beyond the reasonable control of the party delayed. Both parties shall be excused from such performance to the extent, *but only to the extent*, that it is prevented, hindered or delayed by such causes. Upon the occurrence of any of such events, the party whose performance is prevented, interrupted, hindered or delayed shall give prompt notice to the other party, updating such notice at regular intervals regarding such event and the effect thereof, and use reasonable efforts to continue performance notwithstanding such cause. Financial inability to perform shall never be deemed a force majeure event unless it is caused by a moratorium on banking operations.
- D. No Waiver.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).
- E. Notices.** Notices hereunder shall be deemed properly given when delivered. If delivered in person, or when sent via facsimile, overnight courier, electronic mail or when deposited with the U.S. Postal Service, (a) with respect to Customer, the address listed on any Service Order, or (b) with respect to PS Lightwave, 5959 Corporate Drive, Ste. 3300, Houston, Texas 77036. Customer shall notify PS Lightwave of any changes to its address listed on any Service Order.
- F. Acceptable Use Policy.** Customer's use of Service shall at all times comply with PS Lightwave then-current Acceptable Use Policy as amended by PS Lightwave from time to time and which are available through PS Lightwave's website at www.psLightWave.com.
- G. Entire Agreement.** This Agreement and the attached and incorporated Service Orders, Change Orders, Exhibits, if any, contain the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing, and supersedes all previous representations,

understandings or agreements. No modification of this Agreement may be made except in writing signed by both parties.

- H. Governing Law.** The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and shall be performable in Galveston County, Texas.
- I. Arbitration.** In the unlikely event that a dispute occurs between the parties, the parties hereby agree to submit the dispute to a commercial arbitrator in accordance with the American Arbitration Association and utilize their procedures for complex commercial arbitrations.
- J. Confidentiality.** The parties acknowledge that in the course of performing their responsibilities under this Agreement, they each may be exposed to or acquire information that is proprietary to or confidential to the other party. Any such information must be clearly identified as "confidential." The parties agree to hold any such confidential information identified by either party hereto as confidential in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose any such information to third parties or to use such information for any purpose other than the performance of this Agreement, nor permit their agents, servants or employees to do so.

This obligation of confidentiality does not apply to information which : (a) is already known to the receiving party or an affiliate ("Receiving Party") at the time of disclosure by the disclosing party; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) is independently developed by the Receiving Party without benefit of the disclosing party's Confidential Information or (d) which was heretofore or is hereafter furnished to the Receiving Party by a third part as a matter of right without restriction on disclosure.

- K. Construction of Agreement.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be constructed fairly and reasonably and not more strictly against the drafting party than the non-drafting party. Customer acknowledges and understands that it has had the opportunity to review this agreement with independent counsel and enters into this agreement with full knowledge and understanding of its terms and conditions.
- L. Hiring Prohibition.** During the term of this Agreement, the Customer or any of its affiliates will not, directly, or indirectly, for their own account or for or on behalf of any other person or entity, whether as an officer, director, employee, partner, principal, joint venture, consultant, investor, shareholder, independent contractor or otherwise, hire or employ, or attempt to hire or employ, in any fashion (whether as an employee, independent contractor or otherwise), any employee or independent contractor of PS Lightwave, or solicit or induce, or attempt to solicit or induce or take away, any of PS Lightwave's employees, consultants, clients, customers, vendors, suppliers, or independent contractors to terminate their relationship with PS Lightwave or the other party.

ACCEPTANCE OF SERVICES. ACCEPTANCE OF THIS AGREEMENT BY PS LIGHTWAVE MAY BE SUBJECT, IN PS LIGHTWAVE'S ABSOLUTE DISCRETION, TO SATISFACTORY COMPLETION OF A CREDIT CHECK. ACTIVATION OF ANY SERVICES SHALL INDICATE PS LIGHTWAVE'S ACCEPTANCE OF THIS AGREEMENT. USE OF THE PS LIGHTWAVE NETWORK CONSTITUTES ACCEPTANCE OF THIS AGREEMENT BY CUSTOMER. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

EXECUTED IN MULTIPLE COUNTERPARTS, each of which shall have the force and effect of an original, by each party on the date set forth beside the signature of each, the latter of which dates shall be the date of this Agreement.

CITY OF LEAGUE CITY

PS LIGHTWAVE, INC.

By: _____ Date _____
Title: _____

By: Rhonda Cumming Date _____
President



5959 Corporate Drive - Ste. 3300
Houston TX 77036
www.pslightwave.com

Date: 01.10.17
Consultant: Mike Mason
Email: mmason@pslightwave.com
CONTRACT NO: 09424
Campaign No: GS35F 169DA

Terms and Conditions: The Parties consent to the use of electronic signatures and records, including those in connection with this order, and agree they may provide documents to each other electronically. Additional business terms, conditions, escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced (with the exception of previously executed Telecommunications Master Service Agreements). **NOTHING IN THIS ORDER SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN PS LIGHTWAVE AND THE CUSTOMER UNTIL PS LIGHTWAVE'S ISSUANCE OF A FIRM ORDER COMMITMENT DATE (FOC DATE).**

SECTION 1: CUSTOMER INFORMATION & CONTACTS

Company: City of League City	BILLING (complete is different from Contact Info):
Address: 300 West Walker	
City/State/ZIP: League City, Texas 77573	
Phone: 281.338.8200	
Contact/Title: Ryan Smith/Director of Technology	
E-Mail: ryan.smith@leaguecity.com	281.554.1351
Accounts Payable	
TECHNICAL CONTACT(S)	
Contact/Title: Ryan Smith/Director of Technology	
Phone: 281.338.8200	
E-Mail: ryan.smith@leaguecity.com	

SECTION 2: ORDER PROFILE

Type: New	Customer: New	ETP**: Other
Term: 12 Month-to-Month automatic renewal	ARO: retroactive January 1, 2017	

SECTION 6: SITE information (If multiple sites, enter as attachment on separate sheet) ☐ Check box to confirm TLA access approved

Site	Address (Street, Ste., City, ZIP)	Site	Address (Street, Ste., City, ZIP)
1 & 1A	555 West Walker, League City 77573 (League City PD)	1Z	406 Caroline, Houston 77002 (HC, ITC)
		2Z	1353 FM Dickinson 77539 (GC, Emergency Center)
		3Z	15503 Brown Rd., Tomball 77377 (Radio Tower, Tomball)
2	Dickinson Ave., Dickinson 77539 (Public Works)		
3	5123 1/2 Candlewood, League City 77573 (Water & Line Repair) (Water Tower)		

SECTION 7: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. Non-Recurring Costs (NRC) shall be invoiced upon service provisioning).

Service	Description	Quantity	Price*	Monthly Recurring*	Installation*
IP	Site 1: 100 MB Internet (Primary Path) (League City PD)	1	\$1,080.00	\$ 1,080.00	
IP	Site 1: 100 MB Internet (Secondary Path) (League City PD)	1	\$540.00	\$ 540.00	
ELAN	Site 1: 500 MB Multipoint Access (League City PD)	1	\$1,580.00	\$ 1,580.00	
ELAN	Sites 1A & 1Z: 2 MB Point to Point Access (League City PD to HC, ITC)	1	\$102.00	\$ 102.00	
ELAN	Sites 1A & 2Z: 20 MB Point to Point Access (League City PD to GC, Emergency Ctr)	1	\$560.00	\$ 560.00	
ELAN	Sites 1A & 3Z: 2 MB Point to Point Access (League City PD to Radio Tower)	1	\$102.00	\$ 102.00	
ELAN	Site 2: 30 MB Multipoint Access (Public Works)	1	\$575.00	\$ 575.00	
Subtotal from page 2				\$ 5,118.00	
Total				\$ 9,657.00	\$ -

SECTION 8: SPECIAL INSTRUCTIONS

**Early Termination / Funding Out Clause

This Service Order is a commitment applicable to the Customer's current appropriated annual budget year revenue only. The Customer retains the continuing right to terminate the Service Order at the expiration of each annual budget year during the term of the Service Order, and is conditioned on the best effort attempt by the Customer to appropriate funds for payment of the Service Order for the next annual budget year during the term of the Service Order. Should the customer terminate this Service Order prior to the end of the current annual budget year for which funds have been appropriated, Customer shall remain obligated to pay fees accrued prior to such cancellation and one hundred percent (100%) of the balance of the appropriated funds for the current annual budget year revenue only. Customer shall not be liable for funds which have not been appropriated.

NOTE: Service Order serves to consolidate current services under new TMSA. Service Order reflects upgrades to current services and pricing only.

SECTION 9: AUTHORIZATIONS - ISSUANCE OF A FOC DATE SHALL INDICATE PS LIGHTWAVE'S ACCEPTANCE OF THIS ORDER. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

Customer: CITY OF LEAGUE CITY

PS LIGHTWAVE, INC.

Name/Title:

Rhonda Cumming - President

Date:

Date:

Confidential

Version: SBD:SO.10262016



5959 Corporate Drive - Ste. 3300
Houston TX 77036
www.pslightwave.com

Date: 01.10.17
Consultant: Mike Mason

CONTRACT NO: 09424
Company: City of League City
Email: mmason@pslightwave.com

List additional services and/or sites.

SECTION 6: SITE information (If multiple sites, enter as attachment on separate sheet)		<input type="checkbox"/> Check box to confirm TLA access approved			
Site	Address (Street, Ste., City, ZIP)	Site	Address (Street, Ste., City, ZIP)		
4	703 N. Wisconsin, League City, 77573 (Wastewater Plant)				
5	260 FM 270 S., League City 77573 (EMS-East End St.)				
6	601 2nd. St., League City 77573 (Fire Station 1)				
7	2120 Hobbs Rd., League City 77573 (Fire Station 2)				
8	3575 FM 518, League City 77573 (Fire Station 3)				
9	175 W. Bay Area Blvd., League City 77573 (Fire Station 4)				
10	2898 Bay Creek Dr., Dickinson 77539 (Fire Station 5)				
11	1251 League City Pkwy., League City 77573 (Sportsplex)				
12	100 Alderwood St., Tomball 7377 (Countyside Park)				
13	217 Pennsylvania Ave., Webster (Webster)				

SECTION 7: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. Non-Recurring Costs (NRC) shall be invoiced upon service provisioning).					
Service	Description	Quantity	Price*	Monthly Recurring*	Installation*
ELAN	Site 3: 20 MB Multipoint Access (Water & Line Repair)(Water Tower)	1	\$560.00	\$ 560.00	
ELAN	Site 4: 20 MB Multipoint Access (Wastewater Plant)	1	\$560.00	\$560.00	
ELAN	Site 5: 30 MB Multipoint Access (EMS - East End St.)	1	\$575.00	\$575.00	
ELAN	Site 6: 10 MB Multipoint Access (Fire Station 1)	1	\$420.00	\$420.00	
ELAN	Site 7: 30 MB Multipoint Access (Fire Station 2)	1	\$575.00	\$575.00	
ELAN	Site 8: 100 MB Multipoint Access (Fire Station 3)	1	\$875.00	\$875.00	
ELAN	Site 9: 30 MB Multipoint Access (Fire Station 4)	1	\$575.00	\$ 575.00	
ELAN	Site 10: 10 MB Multipoint Access (Fire Station 5)	1	\$420.00	\$ 420.00	
ELAN	Site 11: 5 MB Multipoint Access (Sportsplex)	1	\$228.00	\$ 228.00	
ELAN	Site 12: 2 MB Multipoint Access (Countyside Park)	1	\$102.00	\$ 102.00	
ELAN	Site 13: 5 MB Multipoint Access (Webster)	1	\$228.00	\$ 228.00	
Sub Total Page 2				\$ 5,118.00	\$ -