

**Wide Area Network Leasing and Services Agreement**

**between**

**Unite Private Networks, LLC**  
950 West 92 Highway  
Suite 203  
Kearney, Missouri 64060

**and**

**Raytown C-2 School District**  
6608 Raytown Road  
Raytown, MO 64133

**Dated January 17, 2011**

**Wide Area Network Leasing and Services Agreement**

This Wide Area Network Leasing and Services Agreement is entered into this 17<sup>th</sup> day of January 2012, between Raytown C-2 School District (the "District") and Unite Private Networks, LLC ("UPN").

**Recitals**

A. UPN 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 UPN 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 UPN 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 UPN agree as follows:

1. WAN Facilities and WAN Services. UPN agrees to lease access to the WAN Facilities to the District, and to provide the WAN Services to the District, in accordance with the terms of this Agreement. The WAN Facilities and WAN Services are more fully described in Schedule A attached hereto. For clarity, the WAN Facilities are owned by UPN, the WAN Facilities will continue to be owned by UPN following the expiration or termination of this Agreement, and the District has no option or other right to purchase or otherwise acquire the WAN Facilities from UPN. Furthermore, nothing in this Agreement limits UPN's right to use the WAN Facilities for other customers so long as such use does not interfere with the district's use.

2. Term. This Agreement will have a term of ten (10) years, commencing with the date on which UPN first provides the WAN Services hereunder, to be confirmed by UPN with a Service Commencement Letter as noted in Section 6(m), unless earlier terminated in accordance with Section 11 or 18(l) below. This Agreement will be automatically extended for an additional ten (10) year period upon the expiration of the term set forth in this Section 2 unless either party provides notification at least 90 days in advance of the expiration of this Agreement.

3. E-Rate Program. If requested by the District, UPN will work together with the District to participate in the Schools and Libraries Program of the Universal Service Fund (the "E-Rate Program"), and in particular the parties will cooperate in maximizing the discounts available to the District under the E-Rate Program in respect of the WAN Facilities and the WAN Services.

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However, notwithstanding the foregoing, the participation of the District in the E-Rate Program is not a condition to either party's obligations under this Agreement.

4. Change Orders. Any changes in the WAN Facilities or the WAN Services, or any additional services to be provided by UPN to the District, will be set forth in a change order or other document signed by both the District and UPN.

5. Additional Sites: If the District elects to add future sites during the term of this Agreement, this Agreement will govern the terms of the additions and the future sites will be noted in an Addendum to this contract. All future sites will have a term that run co-terminus with those delineated in Section 2. The cost to the District will be actual cost of construction and installation plus 21%; these costs are to be paid upon the completion of installation. Verification of these costs will be provided by Unite through the submission of invoices to the District. Each additional school will have a monthly lease payment of \$1,226/month and these payments will continue for the remainder of this Agreement.

6. Delivery and Installation. UPN will deliver, install, configure, and maintain the WAN Facilities, and the parties agree to coordinate and cooperate to schedule, facilitate, and carry out 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 UPN with (i) suitable staging and storage areas at District facilities for relevant equipment, materials, and components and (ii) such access to District facilities as may be necessary to efficiently carry-out the installation, as reasonably determined by UPN, provided that such access must be scheduled with the District in advance and, unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany UPN personnel during any 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, UPN 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. UPN will remove from installation sites all debris resulting from the installation of WAN Facilities, including as appropriate by moving such debris to trash receptacles maintained by the District. The District will be responsible for trash removal from such receptacles.

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(e) Landscaping. UPN will restore all landscaping disturbed the UPN's installation, maintenance, or removal activities. The District will be responsible for landscape watering, including at restored landscaping sites. UPN will restore to original condition all landscaping disturbances.

(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, UPN may install, configure, and maintain such facilities and components, subject to UPN'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 UPN, and as approved in writing by the District, the District will reimburse UPN for any corresponding extra costs incurred by UPN to address those requirements, needs, or characteristics.

(h) Planning. Appropriate representatives of UPN and the District will meet approximately one month prior to the installation of the WAN Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the WAN Facilities. The parties agree to work cooperatively and reasonably in this process.

(i) Deviations. If, prior to or during the installation process, UPN, 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 UPN reserves the right to make, without such approval, changes in fiber routing, conversion from underground to overhead configuration to avoid obstructions, and other immaterial modifications to the final installation methodology and design.

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

(k) Maintenance. UPN is responsible for maintaining the WAN Facilities. The District agrees to provide UPN with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by UPN, provided that, when practicable, (i) such access must be scheduled with the District in advance and (ii) unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany UPN personnel during any maintenance work at any District facility. UPN will strive to schedule such maintenance outside of normal school attendance times whenever possible.

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(l) Manuals. Where relevant, UPN will furnish to the District with applicable manuals and instruction documentation provided by manufacturers and vendors.

(m) Service Commencement Letter. Upon completion of the installation, the Customer will receive a Service Commencement Letter from UPN that states the fiber has been tested and is operational. This letter serves as a final confirmation of completed services.

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 otherwise in accordance with Schedule C and this Section 7.

(a) Partial Fees. In the event that 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 30 days following the payment date specified on Schedule C, or if Schedule C does not specify a payment date, then no later than 30 days following the receipt by the District of an invoice from UPN. Late payments will incur a late payment charge of (i) 1.5% for every month or partial month that the payment is late or (ii) if less, the maximum late payment charge permissible under applicable law.

(c) Changes in WAN Facilities and WAN Services. If, pursuant to Section 4 above, the WAN Facilities or WAN Services are changed, or UPN provides any additional services to the District, the parties, acting reasonably, will agree on an appropriate adjustment or supplement to the fees set forth on Schedule C.

(d) Taxes and Additional Charges. All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities charged to or against UPN or the District because of the services furnished by UPN 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.

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

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

(b) Security. The District is solely responsible for providing security services in respect of the WAN Facilities located at or on District facilities or properties. The District will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

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(c) Compliance with Law. The District represents and warrants that it will operate and use the WAN Facilities and the WAN Services in compliance with all applicable law.

(d) District Personnel. The District will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services (ii) follow applicable operations and instruction manuals.

(e) Electrical Circuits and Energy. The District will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities.

(f) Authority; Non-Violation. The District represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by the District, 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 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 in respect of 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, with appropriate coverage limits and other terms and conditions. The District will cause such insurance policies (i) to name UPN as an additional insured, (ii) to be endorsed to require at least 30 days notice to UPN prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against UPN. Upon request by UPN, the District agrees to provide proof of insurance meeting the requirements of this Section 8(g).

9. UPN Warranties and Disclaimers. Subject in all cases to Section 18(i) below, UPN agrees as follows:

(a) Compliance with Law. UPN represents and warrants that it will comply with all applicable laws in installing the WAN Facilities and providing the WAN Services.

(b) Authority; Non-Violation. UPN represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by UPN, 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 UPN or any agreement or instrument to which UPN is a party or by which UPN is bound.

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(c) Non-Wan Facilities and Services. UPN makes no representation or warranty whatsoever regarding facilities and components that are not WAN Facilities, or regarding services that are not WAN Services. At the District's request, UPN agrees to work on behalf of the District to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee.

(d) WAN Facility Testing. UPN will verify in writing that all WAN Facilities are in good working order at the time of initial installation.

(e) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, UPN DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WAN SERVICES AND THE WAN FACILITIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Alterations and Attachments. The District may not make any alterations or attachments to the WAN Facilities without UPN's prior written consent. Unless agreed to in writing by UPN, UPN has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the WAN Facilities by the District. If UPN provides any maintenance or other services in respect of any such alterations or attachments, UPN will provide such services subject to its standard charges, terms, and conditions. UPN is not responsible for any malfunction, non-performance, or performance degradation of the WAN Facilities, or any inability of UPN to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District, or any other action by the District. The District is solely responsible for, and agrees to indemnify UPN 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 UPN. As it relates to termination by UPN, "for cause" means (i) the District's failure or refusal to make any payment due to UPN hereunder within 10 days after the District receives written notice from UPN of such failure or refusal, (ii) the District's continuing failure or refusal to perform any other material obligation under this Agreement, subject to a reasonable cure period, or (iii) willful misconduct, embezzlement, or other illegal or unethical acts by the District.

(b) By the District. As it relates to termination by the District, "for cause" means (i) UPN's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period or (ii) willful misconduct, embezzlement, or other illegal or unethical acts by UPN.

(c) Notwithstanding any contrary provisions in this Agreement, the District may, at its option, terminate the Administration site at the District's discretion. In the

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event that the District terminates the Administration site, the monthly lease payments under this Agreement will be modified in accordance with Schedule C.

For clarity, excluding the termination of the Administration site, if this Agreement is terminated for cause by UPN, UPN will be entitled to recover as damages all fees that would have been payable to UPN under this Agreement for its full term (i.e., assuming this Agreement had not been terminated early).

12. Effect of Termination or Expiration Upon the termination or expiration of this Agreement, UPN will have the right to remove any WAN Facilities located at facilities under the District's control, and the parties agree to cooperate in effecting any such removal by UPN, as UPN may reasonably direct.

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 of or concerning one party that is disclosed or made available to the other party (including its employees or other representatives), including, without limitation, the terms of and prices under 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 on an "as necessary" basis in connection with the performance or enforcement of this Agreement. Upon the request of other party, 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.

14. E-Verify. Prior to commencement of the Work, UPN shall provide to District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. UPN shall also provide District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.





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(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 the state of Missouri govern this Agreement, without regard to conflicts of law principles. This contract will have been deemed to be entered into in Raytown, Jackson County, Missouri.

(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 withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, UPN 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 UPN'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 to this Agreement.

(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. UPN will not be liable to the other party for any indirect or consequential damages, including but not limited to, lost profits or business 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 by either party.

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

(k) Delivery by Facsimile Transmission. This Agreement may be delivered by facsimile transmission of signed signature pages, with executed originals to follow by overnight courier or certified mail (return receipt requested).

(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 subject-matter or portion(s) of the Agreement ruled invalid or unenforceable and all necessarily-related provisions shall be addressed by the parties via an amendment ("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. In the event the parties cannot reach a mutually acceptable Amendment within 30 days of the final ruling of the highest court to which the matter is taken, the Agreement shall terminate retroactively as of the date of the last court's decision or as otherwise directed by the court.

(m) Intentionally omitted.

(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 the Missouri Statute of Limitations.

(o) Dispute Resolution. Each party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other party in an effort to resolve the disputed matter.

**[Signature Page Follows]**

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the dates set forth below.

**Unite Private Networks, LLC**

Matthew Van Hoesen  
Name: Matthew Van Hoesen  
Title: Chief Financial Officer/General Counsel  
Date: 01/25/2012

**Raytown C-2 School District**

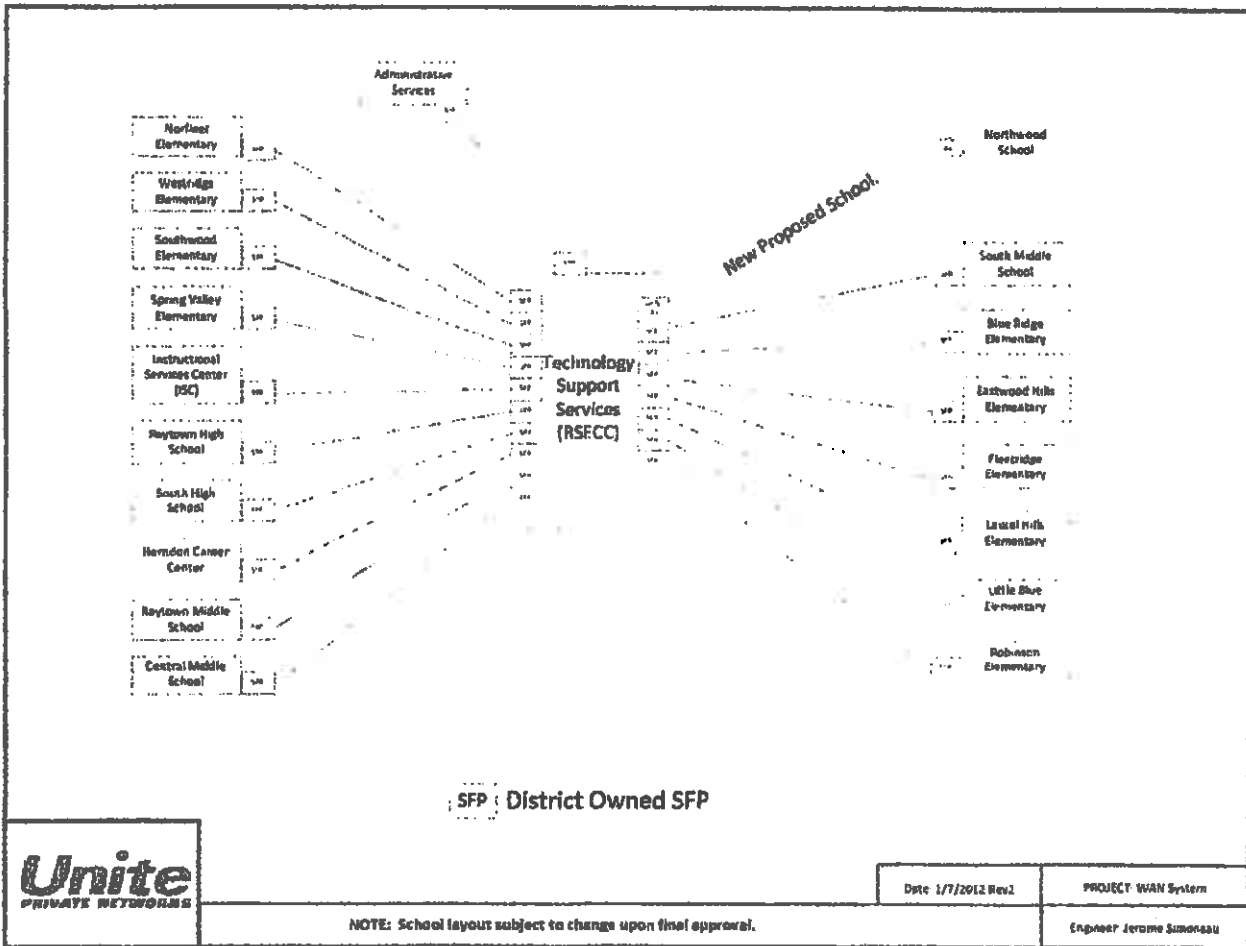
Brian D. Blankenship  
Name: BRIAN D. BLANKENSHIP  
Title: ASSOC. Supt. - OPERATIONS  
Date: 1/18/12

## Schedule A – WAN Facilities and WAN Services

### WAN Facilities:

UPN will provide dedicated single mode fiber optic links to all nineteen (19) school end point sites and the District hub site as seen on the following Logical Network Design. Except for the Northwood School, all point-to-point connections will be dark fiber. UPN will provide a dedicated pair of fibers and transmission speed of 10 Gigabit per second to the Northwood School. UPN will provide a SFP at the Northwood School and a related SFP at the District hub site.

### Logical Network Design:



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WAN Services (Lit):

10 Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations (see map on following page):

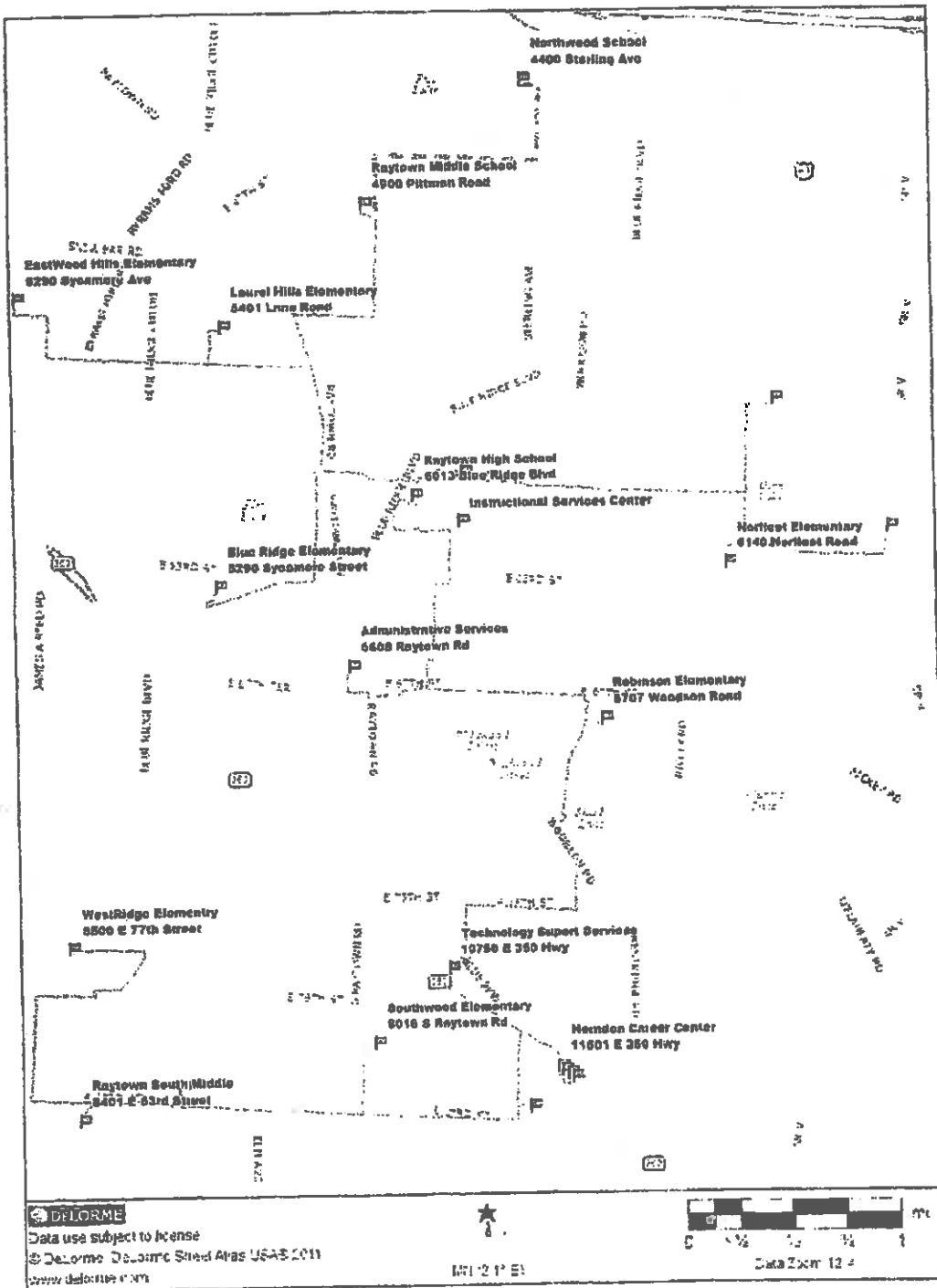
Site	Location	Address, City	Zip
HUB	Technology Support Services (RSECC)	10750 E. 350 Highway, Raytown, MO	64138
Remote 1	Northwood School	4400 Sterling, Kansas City, MO	64138

WAN Services (Dark):

Dark fiber services delivered over a single pair of dark fibers from each of the district's facilities, as noted below, back to the Technology Support Services

Site	Location	Address, City	Zip
HUB	Technology Support Services (RSECC)	10750 E. 350 Highway, Raytown, MO	64138
Remote 1	Instructional Services Center (ISC)	10500 E. 60th Terrace, Raytown, MO	64133
Remote 2	Raytown High School	6019 Blue Ridge Blvd, Raytown, MO	64133
Remote 3	South High School	8211 Sterling, Raytown, MO	64138
Remote 4	Herndon Career Center	11501 E. 350 Highway, Raytown, MO	64138
Remote 5	Raytown Middle School	4900 Pittman Street, Kansas City, MO	64133
Remote 6	Central Middle School	10601 E. 59th Street, Raytown, MO	64133
Remote 7	South Middle School	8401 East 83rd Street, Kansas City, MO	64138
Remote 8	Blue Ridge Elementary	6410 Blue Ridge Blvd., Raytown, MO	64133
Remote 9	Eastwood Hills Elementary	5290 Sycamore Street, Kansas City, MO	64129
Remote 10	Flectridge Elementary	13001 East 55th Street, Kansas City, MO	64133
Remote 11	Laurel Hills Elementary	5401 Lane Road, Raytown, MO	64133
Remote 12	Little Blue Elementary	13900 East 61st Street, Kansas City, MO	64133
Remote 13	Norfleet Elementary	6140 Norfleet Road, Kansas City, MO	64133
Remote 14	Robinson Elementary	6707 Woodson Road, Kansas City, MO	64133
Remote 15	Southwood Elementary	8015 Raytown Road, Raytown, MO	64133
Remote 16	Spring Valley Elementary	8803 East 83rd Street, Raytown, MO	64138
Remote 17	Westridge Elementary	8500 E. 77th Street, Kansas City, MO	64138
Remote 18	Administrative Services	6608 Raytown Road, Raytown, MO	64133

*B<sup>2</sup> 2/22/12*



All routes are approximated and are subject to change.

Initial B<sup>2</sup> 2/22/12

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**Schedule B – Installation Timeline**

Anticipated delivery of service shall occur approximately 90 days after the acquisition of all necessary permits, licenses pole attachment agreements and rights of way to complete the project.

**Schedule C – Fees and Payment Schedule**

**Installation or Other Up-Front Fees**

None

**Annual Fees**

Annual recurring charges are due in advance for the subsequent year on or before July 1. The following payment schedule applies to this Agreement:

\$284,426 due July 1, 2012  
\$284,426 due July 1, 2013  
\$284,426 due July 1, 2014  
\$284,426 due July 1, 2015  
\$284,426 due July 1, 2016  
\$284,426 due July 1, 2017  
\$284,426 due July 1, 2018  
\$284,426 due July 1, 2019  
\$284,426 due July 1, 2020  
\$284,426 due July 1, 2021

*\$ 285137.02 total with taxes*

If the District terminates service to the Administration building during this Agreement, the following new annual payments shall apply:

Termination occurs during years 1-3: \$281,014  
Termination occurs during years 4-5: \$279,297  
Termination occurs during years 6-10: \$276,732

Note: The monthly payments shall only be adjusted if the District terminates service to the Administration building or the District adds schools pursuant to Section 5 of this Agreement.

**Other Fees**

All applicable federal, state, local use, excise, 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 exempt per Section 7(d) of this Agreement.

*B<sup>2</sup> 2/22/12*