

# **Internet Services Agreement**

**between**

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

**and**

**Iowa City Schools**  
1725 North Dodge Street  
Iowa City, IA 52245

**Segra ID: S0024999**

**Dated \_\_\_\_\_, 2026**

**Internet Services Agreement**

This Internet Services Agreement is entered into as of the first date listed above by and between Iowa City Schools (“Customer”) and Unite Private Networks, LLC d/b/a Segra (“Segra”). The Customer and Segra may hereinafter be referred to individually as a “Party” or together as the “Parties.”

**Recitals**

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

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

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

D. The Parties previously entered into that certain Internet Services Agreement executed by and between Customer and Segra on April 26, 2019 (Segra ID#: 22019) (the “2019 Agreement”). The 2019 Agreement has expired and is currently renewing on a month-to-month basis by conduct of the Parties. It is the Parties intention that the 2019 Agreement shall remain in effect until June 30, 2026 to align with the E-Rate funding year, and that this Agreement shall take their place effective July 1, 2026, without any lapse in the lease of the Internet Facilities and Internet Services in connection therewith.

**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 Customer and Segra agree as follows:

1. Internet Facilities and Services. Segra agrees to lease Internet Facilities and provide the Internet Services to the Customer, as described in further detail within Schedule A attached hereto. The Internet Facilities are owned by Segra and will continue to be owned by Segra following the expiration or termination of this Agreement. This Agreement shall operate as a “lease” as defined by applicable law. Nothing in this Agreement shall be construed as a transfer of title to any part of the Internet Facilities to the Customer or the creation of a security interest. The Customer disclaims any interest it may claim in the materials, equipment, fiber optic cable, and all personal property installed by Segra on the real property of the Customer. The Customer shall keep Segra’s Internet Facilities free from all liens and encumbrances. The Customer’s use of the Internet Facilities and Internet Services shall be limited to the Customer. The Customer may not assign, lease, or allow any other party the right to use the Internet Facilities without Segra’s express consent. Any other use shall be considered default under Section 11(a).

2. Agreement Term. This Agreement will have a term of five (5) years, commencing upon July 1, 2026. This Agreement may be extended upon mutual agreement of Segra and the Customer.

3. E-Rate Program. If requested by the Customer, Segra will work with the Customer to participate in the Schools and Libraries Program of the Universal Service Fund (the “E-Rate Program”). In that event, the Parties will cooperate in maximizing the discounts available to the Customer under the E-Rate Program related to the Internet Facilities and the Internet Services. Notwithstanding the foregoing or anything to the contrary, the Customer’s participation in the E-Rate Program is not a condition of either Party’s obligations under this Agreement.

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4. Change Orders. Any changes to the Internet Facilities or the Internet Services will be set forth in a change order or other document signed by both the Customer and Segra.

5. Additional Sites and Upgrades. This Agreement contemplates the possibility of the Customer adding and/or upgrading Internet Services during the term. If the Customer elects to add or upgrade services during the term of this Agreement, the Parties will execute a Statement of Understanding related to this Agreement. All Internet Services under this Agreement will have a term that is coterminous with the term noted in Schedule C. The Parties will agree on a payment schedule for the additional services and/or upgrades and these terms will be memorialized in the Statement of Understanding.

6. Delivery and Installation. Segra will deliver, install, configure, and maintain the Internet Facilities. Without limiting the generality of the foregoing, the Parties agree as follows:

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

(b) Substitute Materials. In the event that any materials or components of or relating to the Internet 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 Internet Facilities, the Customer will clean and otherwise prepare all installation sites and will continue to maintain those sites (but not, for clarity, the Internet Facilities) following such installation.

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

(f) Non-Internet Facilities. The Customer is responsible for the installation, configuration, and maintenance of all facilities and components that are not Internet Facilities. At the Customer'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 Internet Facilities due to unusual site requirements or other special needs or characteristics of the Customer or its facilities, as reasonably determined by Segra and agreed to by the Customer, the Customer will reimburse Segra for any corresponding extra costs incurred by Segra to address those requirements, needs, or characteristics.

(h) Planning and Deviations. Appropriate representatives of Segra and the Customer will meet prior to the installation of the Internet Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the Internet Facilities. If, prior to or during the installation process, Segra, in its reasonable judgment, deems it necessary or prudent to materially deviate from the final installation design, it will present such deviation to the Customer for its approval, which the Customer may not unreasonably withhold or delay; provided, however, that Segra reserves the right to make, without such approval, changes in fiber routing,

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conversion from underground to overhead configuration to avoid obstructions, and other modifications to the final installation methodology and design.

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

(j) Maintenance. Segra is responsible for maintaining the Internet Facilities. The Customer agrees to provide Segra with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by Segra, provided that, when practicable, (i) such access must be scheduled with the Customer in advance. Customer personnel may accompany Segra personnel during any maintenance work at any Customer facility.

(k) Service Commencement Letter. Upon completion of the installation, the Customer will receive a Service Commencement Letter from Segra indicating that the Internet Services are operational. Unless otherwise agreed to by the Parties in writing, Segra's issuance of a Service Commencement Letter signifies the beginning of the Term.

7. Fees and Payment. The Customer will pay for the leased Internet Facilities and the Internet Services in the amounts set forth on Schedule C and otherwise in accordance with 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 thirty (30) days following the receipt by the Customer of an invoice from Segra. If any part of a lease payment or other payment obligation of Customer 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 on the outstanding balance (18% per annum) or (ii) if less, the maximum late payment charge permissible under applicable law. The Customer understands that the Customer's obligation to make lease payments continues throughout the Term, regardless of Customer's actual usage of the Internet.

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

(d) Taxes and Additional Charges. All applicable taxes and fees, including 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 Customer because of the services furnished by Segra shall be assessed to and paid by the Customer. The Customer must provide documentation evidencing its exemption from any such taxes or fees.

(e) Billing Method. Segra will invoice under USAC's Billed Entity Applicant Reimbursement Method ("BEAR Method") (the total amount before applying the Customer's USAC discount). Upon the Customer's receipt and notification to Segra of the issuance of its FCDL, the Customer may choose its preferred method of billing by filling out a form provided by Segra.

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

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

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

(c) Compliance with Law. The Internet Facilities and Internet Services shall not be used in a manner that could be construed as a violation of this Agreement or any laws, regulations, orders, and/or rules of any governmental authority having jurisdiction. The Customer and Segra agree to take all reasonable actions as may be appropriate to comply with all laws, regulations, orders and/or rules.

(d) Customer Personnel. The Customer will ensure that its personnel and contractors (i) are educated and trained in the proper use and operation of the Internet Facilities for the Internet Services (ii) follow applicable operations and instruction.

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

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

(g) Insurance. The Customer will procure and maintain insurance policies covering all loss and damage to Internet Facilities located at facilities under the Customer's control, including without limitation all materials and components located at Customer facilities prior to, during, or after the installation process, with appropriate coverage limits and other terms and conditions. The Customer will cause such insurance policies (i) to include Segra as a certificate holder and (ii) to require at least thirty (30) days' written notice to Segra prior to the effective date of any termination of coverage. Upon request by Segra, the Customer agrees to provide proof of insurance meeting these requirements.

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

(a) Compliance with Law. Segra will comply with all applicable laws while providing the Internet Services.

(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-Internet Facilities and Services. Segra makes no representation or warranty whatsoever regarding facilities and components that are not Internet Facilities, or regarding services that are not Internet Services.

(d) Disclaimer. Segra MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED, REGARDING THE INTERNET SERVICES OR INTERNET FACILITIES, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING 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 system equipment or services shall relieve Customer of the obligation to pay any charges hereunder or perform any other obligations under this Agreement.

10. Alterations and Attachments. The Customer may not make any alterations or attachments to the Internet Facilities without Segra's prior written consent. Unless agreed to in writing by Segra, Segra has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the Internet Facilities by the Customer. 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, non-performance, or performance degradation of the Internet Facilities, or any inability of Segra to satisfy its obligations under this Agreement, caused by or resulting directly or indirectly from any alteration or attachment made to the Internet Facilities by the Customer, or any other action by the Customer. The Customer 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 Internet Facilities by the Customer.

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

(a) By Segra. As it relates to termination by Segra, "for cause" means (i) the Customer's failure or refusal to make any payment due to Segra hereunder within ten (10) days after the Customer receives written notice from Segra of such failure or refusal, (ii) the Customer's continuing failure or refusal to perform any other material obligation under this Agreement, subject to a reasonable cure period not to exceed thirty (30) days, or (iii) willful misconduct, embezzlement, or other illegal or unethical acts by the Customer.

(b) By the Customer. As it relates to termination by the Customer, "for cause" means (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 uncured failure to adhere to any applicable laws, regulations, or other rules imposed by an entity with governing authority.

For clarity, upon the termination of this Agreement for cause by Segra, Segra will be entitled to recover liquidated damages in the amount of all fees that would have been payable to Segra under this Agreement for its full term (i.e., assuming this Agreement had not been terminated early).

By executing the Agreement, the Customer warrants that the Customer has funds appropriated and available to pay all amounts due hereunder through the end of the Customer's current fiscal period. The Customer further agrees to request all appropriations and funding necessary to pay for the Internet Services for each subsequent fiscal period through the end of the Agreement Term. In the event funds are not appropriated, budgeted, or otherwise made available, this Agreement shall be terminated on the last day of the period for which funds were appropriated for such purposes and the Customer shall have no further obligation hereunder upon the following conditions: (i) the Customer has taken all actions necessary to obtain

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adequate funding; (ii) despite the Customer's best efforts, funds have not been appropriated and are otherwise unavailable to pay for the Internet Services; and (iii) the Customer has negotiated in good faith with Segra to develop revised terms, an alternative payment schedule, or a new agreement to accommodate the Customer's budget. The Customer must provide Segra thirty (30) days' written notice of its intent to terminate Internet Services. If the Customer terminates the Internet Services under this Section, the Customer agrees as follows: (i) it will pay all amounts due for Internet Services incurred through date of termination and reimburse all unrecovered non-recurring charges, including Segra's actual construction costs incurred in performance under the Agreement; and (ii) it will not 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 will have the right to remove any Internet Facilities located at facilities under the Customer's control, and the Parties agree to cooperate in allowing 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, and (c) that no right or license is granted 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. "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 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 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. This Section 13 will survive the termination or expiration of this Agreement.

14. Independent Contractor Status. Nothing contained herein may be construed as making the Parties partners or joint venturers or creating a principal/agent relationship. Segra has no authority to create any obligation on behalf of, or in the name of, the Customer, or otherwise to bind the Customer in any way.

15. Notices. Any notice, demand, waiver, or consent under this Agreement must be in writing and, unless otherwise agreed to by the recipient, delivered by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as follows:

If to Segra:	Unite Private Networks, LLC d/b/a Segra Attn: Legal Department 120 W 12 <sup>th</sup> Street, Floor 11 Kansas City, MO 64105 SegraLegal@SegraFiber.com
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If to the Customer:	Iowa City Schools
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Attn: \_\_\_\_\_  
1725 North Dodge Street  
Iowa City, IA 22019

All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either Party may change its address or facsimile number for purposes of this Section 15 by giving notice in accordance with this Section 15.

16. Force Majeure. Neither Party will be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; damage to fiber or facilities caused by a third party; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither Party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the Internet Facilities.

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 the state of Iowa govern this Agreement, without regard to conflicts of law principles.

(c) Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire contract 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 Internet Facilities and the Internet 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, Segra may, without the Customer'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 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.

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(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. With the exception of any service credits for service-impacting conditions under the Service Level Agreement, Segra will not be liable 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.

(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) Acceptable Use. The Customer represents and warrants that it shall comply with all relevant laws pertaining to the Internet Services. The Customer further represents and warrants that at all times the Customer shall conform its use of the Internet Services to the Segra Acceptable Use Policy, which is available at [www.uniteprivatenetworks.com/acceptable-use-policy/](http://www.uniteprivatenetworks.com/acceptable-use-policy/).

(k) 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 ruled invalid or unenforceable 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. In the event the parties cannot reach a mutually acceptable amendment within thirty (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) 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 the applicable statute(s) of limitation.

(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 to follow.**

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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:**

**Signature:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Iowa City Schools:**

**Signature:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Schedule A – Internet Services**

#### **Internet Services:**

**Circuit 1:** Ten (10) Gbps of bandwidth shall be delivered to 1725 N Dodge St, Iowa City, IA 52245.

#### **IP Addresses:**

**Associated with Circuit 1:** /25 IPv4 Addresses (128 with 126 useable)

The District understands that one (1) usable IP address in each IPv4 address block may need to be reserved, leaving one (1) fewer usable IP address for the District.

### **Schedule B – Installation Timeline**

Anticipated delivery of Internet Services under this Agreement shall occur on approximately July 1, 2026.

### **Schedule C – Fees and Payment Schedule**

The Customer shall remit payments to Segra for the duration of the term of this Agreement as follows:

1. **Internet Services**
  - a. **Non-Recurring Fees:** \$ 0.00
  - b. **Monthly Fees:** \$ 1,270.00
2. **IP Addresses**
  - a. **Non-Recurring Fees:** \$ 0.00
  - b. **Monthly Fees:** \$ 256.00 (for /25 IPv4)
3. **Other Fees**

All applicable taxes and fees shall be paid by the Customer in addition to the regular charges under this Agreement unless exempt per Section 7(d) of this Agreement.