

**APPENDIX D**  
**SERVICE AGREEMENT**  
**ADDITIONAL TERMS AND CONDITIONS**  
**TO**  
**TEXAS DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT NUMBER DIR-SDD-475**

These ADDITIONAL TERMS AND CONDITIONS IN THIS APPENDIX D AND ITS EXHIBITS aka Service Agreement (“Agreement”) are part of DIR Contract Number DIR-SDD-475 (“Contract”) and provide further detail for an order placed pursuant to the Contract. In the event of conflict between this Appendix D and its Exhibits (aka Agreement) and the Contract, the Contract controls.

**1. PURCHASE OF WIRELESS MESH NETWORK PRODUCTS**

- a. Customer agrees to purchase from RedMoon, Inc., and RedMoon, Inc. agrees to provide, Wireless Mesh Network Products, including equipment, installation, training, maintenance, and service.
- b. Except as otherwise provided herein, this agreement shall incorporate the terms and conditions contained in the following exhibits:

Exhibit A: Statement of Work

Exhibit B: Network Diagram

- c. Maintenance and support service associated with this agreement shall be provided by RedMoon, Inc. in accordance with the following exhibits:

Exhibit C: Service Level Agreement General Terms and Conditions

Exhibit D: Support Service Agreement for Customer

**2. CONTRACT PRICE AND PAYMENT SCHEDULE**

- a. Invoicing is required in accordance with Chapter 2251, Texas Government Code.
- b. Payment for equipment, installation, and training shall not exceed \$\_\_\_\_\_, and shall be made as follows:
  - i. 10% of this amount shall be paid on contract signing.
  - ii. The remaining balance shall be due thirty (30) days after RedMoon, Inc. has completed equipment delivery, installation, and training.

c. Payment for maintenance and support shall be made in annual payments of \$\_\_\_\_\_ for the duration of the Service Level Agreement. The first such annual payment shall be due thirty (30) days after invoicing which shall occur after completion of equipment delivery, installation, and training.

**3. NO WAIVER**

Waiver is governed by the Appendix A, Section 4, Subsection C Invalid Term or Condition.

**4. NOTICES**

All notices given hereunder shall be sent registered, certified or overnight delivery, addressed to the other party at the addresses shown in the first paragraph of this Agreement or such other address as either party may specify in writing.

**5. SEVERABILITY**

Severability is governed by Appendix A, Section 4, Subsection C Invalid Term or Condition.

**6. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas.

**7. CONTENTS**

The written content of the Contract, including this Appendix D and its Exhibits, contains all of the terms and conditions to which the Customer and RedMoon, Inc. agree. No other documents or content applies.

**ACCEPTED:**

**Customer**  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**RedMoon, Inc.**  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## STATEMENT OF WORK

### Exhibit A

#### 1. STATEMENT OF WORK

RedMoon, Inc. will work with the Customer to install the above equipment in the designated location to provided maximum coverage and requested/defined security levels requested by the Customer of each defined network segment.

##### 1.1 Site Survey

RedMoon, Inc. will perform a site survey of each site that is broadcasting RF to insure that needed frequency is available.

Customer will coordinate with RedMoon, Inc. Project Manager to make each site available to RedMoon, Inc. Field Techs at a scheduled time.

##### 1.2 Routing and Switching.

Customer will provide all routing and switching equipment needed for network. This includes Internet Routers, Core, Edge Switches, and Firewalls. Customer will provide RedMoon, Inc. Engineers with a current network drawing.

RedMoon, Inc. Engineers will work with Customer to provide network design changes that need to take place to implement that new network design.

##### 1.3 IP Space and Mesh Radio SSID / VLAN Mapping

Customer will provide RedMoon, Inc. Engineers with VLAN and IP Space information for each required Service Type.

RedMoon, Inc. Engineers will incorporate this information into its design of the network and provide Customer with the IP addresses for each device.

##### 1.4 Installation of Backhauls

Customer will provide RedMoon, Inc. with access to each site at a scheduled time. Customer will provide RedMoon, Inc. with constant power to each site so that equipment can be powered on a 24/7 basis.

RedMoon, Inc. will install all backhaul equipment at each location using mounts required at each particular installation. RedMoon, Inc. will program each backhaul for the least congested RF channel for that link.

##### 1.5 Installation of Mesh Radios

Customer will provide RedMoon, Inc. with access to each site at a scheduled time. Customer will provide RedMoon, Inc. with constant power to each site so that equipment can be powered on a 24/7 basis.

RedMoon, Inc. will install all Mesh Radio equipment at each location using mounts required that each particular installation. Each radio will be programmed for the required SSID/VLAN mapping that is required for that site.

**1.6 Installation of Cameras**

Customer will provide RedMoon, Inc. with access to each site at a scheduled time. Customer will provide RedMoon, Inc. with constant power to each site so that equipment can be powered on a 24/7 basis.

RedMoon, Inc. will install all camera equipment at each location using mounts required that each particular installation. RedMoon, Inc. will verify that customer has video visibility that is required to that site.

**1.7 Testing of Mesh Network**

RedMoon, Inc. Engineers and Field Techs will test each service type and provide Customer with testing data.

Customer will verify RedMoon, Inc. testing.

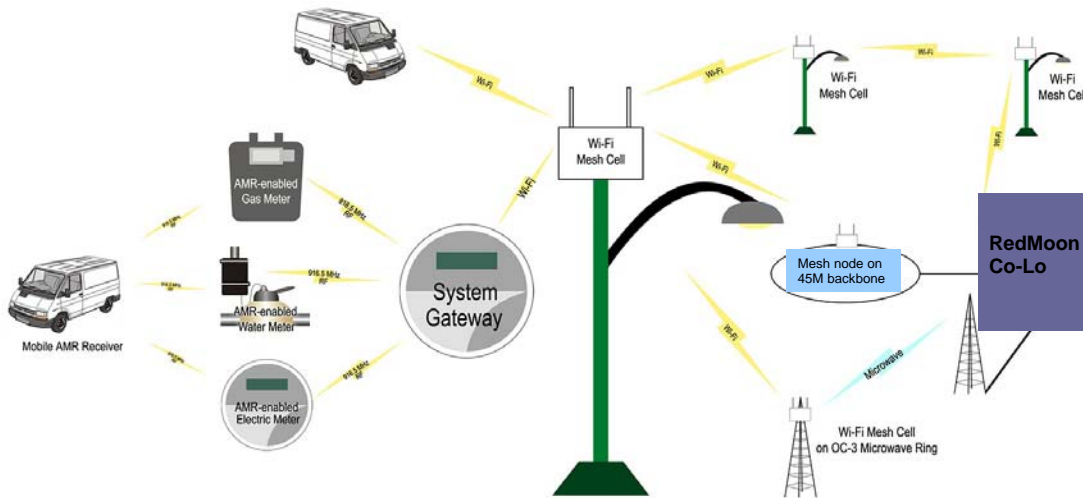
**1.8 Testing of Signup and Public Access Authentication Process**

RedMoon, Inc. Engineers and Field Techs will test signup, authentication and accounting of Public Access service.

Customer will verify RedMoon, Inc. all testing of service.

## Network Diagram

### Exhibit B



Overview of RedMoon's City-wide wireless mesh network.

## SERVICE LEVEL AGREEMENT GENERAL TERMS AND CONDITIONS

### Exhibit C

#### 1. TERM AND TERMINATION

This Agreement shall have an initial term of one (1) year, beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_. Thereafter, the Agreement may be renewed for up to three (3) one-year renewal terms upon agreement of both parties if no party provides at least sixty (60) days' written notice of non-renewal.

The Customer's payment obligations under this Agreement are payable only and solely from funds appropriated and available for that purpose. Should the Customer fail to appropriate or otherwise make available funds for payment under this Agreement, then the Agreement shall terminate automatically at the end of the then-current initial or renewal term.

If Customer fails to make payment to RedMoon, Inc. pursuant to this Agreement when such payment is due, and does not fully cure such failure within twenty (20) business days after receipt of written notice thereof from RedMoon, Inc., RedMoon, Inc. may, in addition to any other rights it may have under this Agreement, terminate this Agreement.

If either party fails to perform any material obligations hereunder, other than failure to make payments to RedMoon, Inc., and does not fully cure such failure within thirty (30) days after receipt of written notice from the non-defaulting party, the non-defaulting party may, in addition to any other rights it may have under this Agreement, terminate this Agreement.

#### 2. SERVICE AGENT: RedMoon, Inc.

Customer hereby appoints RedMoon, Inc. as a service agent for the performance of services listed in the Support Service Agreement ("SSA") attached hereto as Exhibit D, (collectively and/or individually designated as "Services"). RedMoon, Inc. will provide the Services for Customer. Services shall commence upon the execution of the Appendix D Additional Terms and Conditions to DIR Contract Number DIR-SDD-475. This Agreement includes Exhibit A, which is incorporated herein and forms a part hereof by this reference.

Customer and RedMoon, Inc., and their respective agents, shall render all Services as Independent Contractors, not as employees or agents of the other. Neither party nor, any of its agents or employees shall hold themselves out as employees or agents of the other party in connection with the performance of Services or any other matter.

#### 3. ORDER OF PRECEDENCE

In case of conflict between the terms and conditions of this Agreement, as it pertains to the delivery of Services, and the terms and conditions of a SSA, the terms and conditions of the SSA shall prevail, provided both parties have executed the SSA.

**4. INVOICING, PAYMENT, PRICE CHANGES AND TAXES**

Invoices, payments, price changes and taxes due are governed by DIR Contract Number DIR-SDD-475, Section 4, Subsection F Tax Exempt and Subsection H Changes to Prices, and Appendix A, Section 7 Purchase Orders, Invoices and Payments.

**5. CONFIDENTIALITY**

To the extent consistent with the Texas Public Information Act, the parties agree that all information and data of the other party on which each party has access under this Agreement will be treated as confidential information. For the purpose of this Agreement, "Confidential Information" shall include any information and data of a confidential nature, including but not limited to proprietary, developmental, technical marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement. All Confidential Information shall be held in strict confidence by each party, using the same standard of care used by the receiving party to protect its own Confidential Information, but in no event less than a reasonable standard of care, and shall not be used or disclosed for any purpose except as necessary to implement or perform this Agreement. All Confidential Information exchanges between the parties pursuant to this Agreement shall:

- a. If in written physical form, be marked "Confidential" or similar legend by the disclosing party before being turned over to the receiving party;
- b. If disclosed orally, be reduced to writing and sent to the non-disclosing party within ten (10) working days of the disclosure; and
- c. Not be copied or distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except its own employees, who have responsible need to know the Confidential Information;

Information shall not be considered confidential if; (i) the receiving party is already in possession of the information prior to the Effective Date; (ii) the information becomes part of the public domain through no fault of the receiving party; (iii) the receiving party obtains the information from a third party without violating this provision; (iv) the information is released in writing by the disclosing party so that the receiving party may make public disclosure, or (v) is disclosed pursuant to a government regulation or court order.

Upon the cancellation or termination of this Agreement, the receiving party agrees to return to the disclosing party any Confidential Information in its possession upon the written request of the disclosing party. The parties' obligations regarding Confidential Information shall expire one (1) year following the termination or expiration of this Agreement.

**6. WARRANTY**

RedMoon, Inc. warrants and represents that all services to be provided to the Customer under this Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions of the Agreement, and all applicable Federal, State and local laws, rules or regulations.

**7. Customer RESPONSIBILITIES**

Customer is responsible for ensuring that all of its End-Users' files are adequately duplicated and documented. RedMoon, Inc. is not responsible for Customer's failure to do so, or for the cost of reconstructing data stored on disc files, tapes, memories, etc., lost or damaged during the performance of Services. Customer is responsible for ensuring that (1) all software installed on equipment is properly licensed for use by the equipment user; (2) the equipment and all software thereon is designed to be used during and after the calendar year 2000 A.D. and will operate during each such time period without error relating to date data; (3) its End Users implement and take responsible measures to prevent and detect computer viruses on equipment, and within the environment subject to the Services.

**8. CORRESPONDENCE AND COMMUNICATION; LEGAL NOTICE**

All routine or operational correspondence or communications between the parties shall be to the following respective address, fax or telephone number:

If to Customer:	If to RedMoon, Inc.:
Customer	RedMoon, Inc
100 Main Street	625 Digital Drive Suite 500
Customer, Texas 75000	Plano, Texas 75075
Telephone:	Telephone: 972-599-3900
Fax Number:	Fax Number: 972-599-1060

Any legal notice required or permitted to be given hereunder shall be in writing and may be given by delivering (by hand or nationally recognized overnight delivery service), or mailing it by registered or certified mail, and such notice shall be sufficiently given if addressed to Customer at the address above, or if addressed to RedMoon, Inc, to the address above. Any notice delivered to the addressee shall be deemed received when actually delivered. Any notice sent by registered or certified mail shall be deemed received when signed for by an authorized representative of the addressee.

**9. GENERAL**

With the exception of payment of funds, neither party will be responsible or liable in any way for its failure to perform or delay in performance of its obligations under this Agreement during any period in which performance is prevented or hindered by conditions reasonably beyond its control, including but not limited to, acts of God, fire, flood, failure of public utilities, war criminal activity, malicious acts, embargo, strikes, labor disturbances, explosions, riot and laws, rules, regulations and orders of any governmental authority.

Neither party may assign this Agreement without the written consent of the other party, which shall not be unreasonably withheld.

This Agreement along with DIR Contract Number DIR-SDD-475 and its Appendices, Exhibits and Attachments represents the entire agreement between the parties concerning the subject matter herein and this Agreement along with DIR Contract Number DIR-SDD-475

and its Appendices, Exhibits and Attachments supersedes all prior and contemporaneous negotiations, representations and agreements, oral or written, between the parties.

No provision of this Agreement shall be considered modified or amended by either party unless such modifications is made in writing and signed by an authorized representative of each party.

This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws and principles.

Any provision of this Agreement which is found to be invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without in any manner affecting the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

**Support Service Agreement**  
**For Customer**

**Exhibit D**

This Support Service Agreement is executed in conjunction with and subject to the terms and conditions of the DIR Contract Number DIR-SDD-475, Appendix A, and the Agreement executed between RedMoon, Inc. and Customer.

**General**

RedMoon, Inc. is in the business of selling and providing Wireless Internet Services, Computer Hardware, Network Integration equipment and services, Networking/Application Support and Service Plans for computers and other related electronic devices.

Customer wants RedMoon, Inc. to deliver the on-site maintenance and repair services as defined in this agreement and in accordance with the following Support Service Agreement.

**Basic Guidelines**

RedMoon, Inc. normal operating hours are from 8:30 a.m. to 5:00 p.m. Monday through Friday except for company and state holidays. RedMoon, Inc. is available for after hours support or services with 24 hour notice prior to the time the service is required, for weekends notice must be received no later than the Thursday prior to the weekend the support is requested, unless the repair is an emergency.

RedMoon, Inc. will provide a list of contacts that may be used by Customer at their discretion. RedMoon, Inc. will respond to service and support requests from any employee of Customer that has been designated or authorized Customer officials.

For use in the event of an emergency that requires immediate attention after normal business hours, RedMoon, Inc. will provide Customer with a list of individuals that may be contacted to initiate a response to the emergency.

**Service Definition**

RedMoon, Inc. will provide the following warranty and maintenance for the installed cameras, domes, servers and wireless cards.

The initial warranty period will be one (1) year renewable for a period of four (1) years – at cost - covering all failures in equipment related to normal operation. The warranty will not cover damage to equipment related to weather, vandalism, modifications of equipment or equipment misuse.

Service will be provided 7 days a week as requested and directed by the Customer.

### **Force Majeure**

RedMoon, Inc. shall not be liable to Customer or any third party for any delay in performance or failure or inability to perform under this agreement caused directly or indirectly by fire, explosion, flood, labor trouble or shortage of suitable material components, parts, equipment, machinery, fuel, power, or transportation, act of God, armed conflicts, civil commotion, data loss or program corruption or any other cause of like character beyond the control of RedMoon, Inc.

### **Response Times To Service Requests**

While all computer and network problems and issues can cause an inconvenience for our valued customers we strongly believe that our response to major issues within our client's infrastructure should take precedence over standard or scheduled maintenance. Thus, RedMoon, Inc. has designed three categories of service based upon the critical or non-critical nature of the tasks or issues that may arise. These categories are Routine Maintenance or Minor Repair, Major Repair or Service, and Emergency. The three categories are defined as follows:

**Emergency** – Defined as a failure of a critical device or other event causing serious disruption to system functioning.

1. RedMoon, Inc. will respond to the support request within 1 business hour of the initiation of the request. The initial response will in most cases be via phone call to the originator of the request to further diagnose the issue prior to taking any action. If it is determined that an on-site service call must be made RedMoon, Inc will dispatch a qualified engineer or service technician to Customer within 2 business hours of the initiation of the request for further diagnosis and repair. Repairs will be completed within 4 business hours of the request initiation in most instances with the following exceptions.
2. If in the event a replacement part is not readily available and must be obtained from the manufacturer of the equipment, RedMoon, Inc. will order the necessary replacement part for the failed part and make arrangements for the installation of the part in an expeditious manner. If the required part is no longer available an equal or better part will be used as a substitute.

In the event that the weather or other potential hazards exist during the period of time that maintenance is required, it will be postponed until weather allows or other potential hazards no longer exist.

**Major Repair or Service** -- Defined as important service and support issues not deemed to be an emergency but which cause an inconvenience in departmental workflows.

1. RedMoon, Inc. will respond to the support request within 1 business hour of the initiation of the request. The initial response will in most cases be via phone call to the originator of the request to further diagnose the issue prior to taking any action. If it is determined that an on-site service call must be made RedMoon, Inc will dispatch a qualified engineer or service technician to Customer within 4 business hours of the initiation of the request for further diagnosis and repair. Repairs will be completed within 8 business hours of the request initiation in most instances with the following exception.
2. If in the event a replacement part is not readily available and must be obtained from the manufacturer of the equipment, RedMoon, Inc. will order the necessary replacement part for the failed part and make arrangements for the installation of the part in an expeditious manner. If the required part is no longer available an equal or better part will be used as a substitute.

In the event that the weather or other potential hazards exist during the period of time that maintenance is required, it will be postponed until weather allows or other potential hazards no longer exist.

**Routine Maintenance Service/Support** – Defined as non-critical in nature as well as not affecting workflows. The requests will be typically be for cleaning and maintenance of hardware.

1. RedMoon, Inc. will respond to the support request within 1 business hour of the initiation of the request. The initial response will in most cases be via phone call to the originator of the request to further diagnose the issue prior to taking any action. If it is determined that an on-site service call must be made RedMoon, Inc will dispatch a qualified engineer or service technician to Customer within 8 business hours of the initiation of the request for further diagnosis and repair. Repairs will be completed within the next business day of the request initiation in most instances with the following exception.
2. If in the event a replacement part is not readily available and must be obtained from the manufacturer of the equipment, RedMoon, Inc. will order the necessary replacement part for the failed part and make arrangements for the installation of the part in an expeditious manner. If the required part is no longer available an equal or better part will be used as a substitute.

In the event that weather or other potential hazards exist during the period of time that maintenance is required, such as would render the provision of such maintenance unreasonably dangerous, it will be postponed until the hazard no longer exists.

**Security**

RedMoon, Inc. is very conscious of the need for the highest level of security to be maintained while performing any type of service for Customer. RedMoon, Inc. will take every precaution to maintain system integrity and only access systems or data that they have been given authorization to access by Customer officials. RedMoon, Inc. understands any access provided is only for the purpose of diagnosing problems, performing system repairs or maintenance requests received by Customer.

**Term**

The term of this Support Service Agreement shall be coterminous with “Exhibit C: Service Level Agreement – General Terms and Conditions.”