

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MULTIYEAR AGREEMENT WITH SEGRA, LLC FOR PROFESSIONAL SERVICES FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Segra, LLC, 11215 North Community House Road, 10th Floor, Charlotte, North Carolina 28277 ("Segra"), is one of the nation's leading fiber networks, able to provide enhanced connectivity, cyber security, cloud, and collaboration services as Internet Service from a provider (ISP); and

WHEREAS, the City of North Little Rock (the "City") wishes to enter into a multiyear contract with Segra to provide internet services for an initial term of three (3) years, with optional renewals not to exceed a total of (5) five years (see Service Order attached hereto as Exhibit A); and

WHEREAS, the cost of the services is One Thousand One Hundred Eighteen 00/100 Dollars (\$1,118.00) per month for three years, totaling Forty Thousand Two Hundred Forty Eight 0/100 Dollars (\$40,248); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Segra, LLC (substantially similar to Exhibit A) for an initial period of three years, not to exceed (5) years with renewal; with all contracts/agreements to be approved by the City Attorney's Office prior to execution.

SECTION 2: That the cost of the agreement will be One Thousand One Hundred Eighteen 00/100 Dollars (\$1,118.00) per month for three years, totaling Forty Thousand Two Hundred Forty Eight 0/100 Dollars (\$40,248).

SECTION 3: That the cost of the services shall be paid from the Information Technology Department Budget.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Terry C. Hartwick
Mayor Terry C. Hartwick *by AT*

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/mf

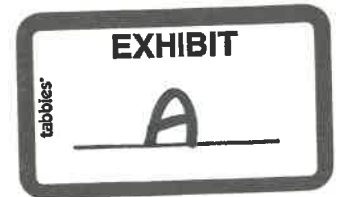
FILED 10:44 A.M. _____ P.M.

By Amy Fields

DATE 2-3-26

**Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas**

RECEIVED BY SPH



SERVICE ORDER

Tracker #57092

Contact Information											
LMK Communications, LLC; Lumos Networks 2, LLC; Lumos Networks of West Virginia, LLC; South Carolina Telecommunications Group Holdings, LLC; Unite Private Networks, LLC; Unite Private Networks-Illinois, LLC; and/or their corporate affiliates, all doing business as Segra ("Segra")	City of North Little Rock ("Customer")										
COMPANY CONTACT: Jessica Burrow	CUSTOMER CONTACT: John Barber										
EMAIL: Jessica.Burrow@segrafiber.com	EMAIL: John.Barber@nlrcode.org										
NOTICE ADDRESS: Segra 120 W 12th St., Fl. 11 Kansas City, MO 64105 Attn: Legal Department	NOTICE ADDRESS: City of North Little Rock 120 Main St. North Little Rock, AR 72115										
This Service Order includes and incorporates by reference the Terms and Conditions Applying to Services and any Exhibits attached hereto (collectively, the "Terms and Conditions"). Customer and Segra agree to be bound by the Terms and Conditions. <table border="0"><tr><td>Segra:</td><td>City of North Little Rock:</td></tr><tr><td>Authorized Signature: _____</td><td>Authorized Signature: _____</td></tr><tr><td>Name: _____</td><td>Name: _____</td></tr><tr><td>Title: _____</td><td>Title: _____</td></tr><tr><td>Date: _____</td><td>Date: _____</td></tr></table>		Segra:	City of North Little Rock:	Authorized Signature: _____	Authorized Signature: _____	Name: _____	Name: _____	Title: _____	Title: _____	Date: _____	Date: _____
Segra:	City of North Little Rock:										
Authorized Signature: _____	Authorized Signature: _____										
Name: _____	Name: _____										
Title: _____	Title: _____										
Date: _____	Date: _____										
Service Type and Term											
Order Type:	New										
Contract ID Number(s):	57092										
Service Type(s):	Dedicated Internet Access (DIA)										
Initial Service Order Term:	36 months										
Services & Pricing Schedule											
Service	Term	Feature	MRC	Qty	Total MRC	NRC					
<u>Circuit 1</u> : DIA	36 months	Bandwidth/Speed/ 1 Gbps	\$1,118.00	1	\$1,118.00	\$0.00					
		IPv4 Addresses/ /30	\$0.00	1	\$0.00	\$0.00					
				Total=	\$1,118.00	\$0.00					
Circuit 1											
<u>Location A</u>			<u>Location Z</u>								
Site Name: Segra IP Core POP			Site Name: 120 Main St North Little Rock AR 72114								
Site Contact: Segra NOC – (866) 963-4237			Address: 120 Main St North Little Rock AR 72114								
Point of Demarcation: Existing Segra Demarc			Point of Demarcation: Existing Segra Demarc								

CONFIDENTIAL

Acknowledgements: Customer acknowledges and agrees that the Lit Services ("Service(s)") provided to Customer in this Service Order will not be accessible to Customer other than at the Location A and Z Points of Demarcation listed above. Notwithstanding the preceding, Internet Access or DIA Services shall only be accessible at the Location Z Point of Demarcation listed above. Segra shall have the option to terminate this Service Order without liability if Segra determines that providing the Services to Customer will be commercially unreasonable for Segra.

Non-Appropriation of Funds: Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services herein for each subsequent fiscal period through the end of the Service Order Term. Notwithstanding anything to the contrary in this Service Order, in the event Customer is unable to obtain necessary appropriations or funding, Customer may terminate this Service Order without liability on the last day of the period for which funds were appropriated or made available for such purposes upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts, funds have not been appropriated and are otherwise unavailable to pay for the Services listed herein; and (iii) Customer has negotiated in good faith with Segra to develop revised terms, an alternate payment schedule, or a new agreement to accommodate Customer's budget. Customer shall provide Segra ninety (90) days' written notice of its intent to terminate this Service Order. In the event Customer elects to exercise this option, Customer shall reimburse Segra for Segra's actual costs incurred up to the date of termination.

IP Addresses: If Customer is receiving an Internet Access service or DIA service, Customer shall receive four (4) total IPv4 Addresses at each Location Z point of demarcation, two (2) of which shall be useable at each location. Customer understands that one (1) of the useable IPv4 Addresses may need to be reserved, leaving one (1) fewer useable IPv4 Address for Customer.

Term: The term of this Service Order shall commence upon installation of all Services described herein and continue for the 36-month term delineated above ("Initial Service Order Term"). Thereafter, this Service Order shall up to two (2) one (1) year extensions (each such period, an "Additional Service Order Term" and, together with the Initial Service Order Term, the "Service Order Term") unless terminated by either party upon ninety (90) days' written notice to the other party prior to the end of the Initial Service Order Term or Additional Service Order Term, as applicable.

Points of Demarcation: Unless otherwise specified herein, the point of demarcation at each service location shall be the minimum point of entry ("MPOE"). The MPOE is the point at which Segra's cable enters the building. In the event Customer requires a point of demarcation extension, additional costs may apply. Customer shall be responsible for all cross connects.

Revised 9/11/2025

Exhibit A
General Terms and Conditions
Revised 9/11/2025

1. Service Orders. Services provided under these General Terms and Conditions ("General Terms and Conditions") will be memorialized in Service Order(s) (each a "Service Order") executed by and between the Parties. Upon the full execution and acceptance of a Service Order, Segra agrees to provide to Customer, and Customer agrees to receive from Segra, certain lit fiber-based services(s) using certain telecommunications equipment (the "Services"). Each Service Order shall, if applicable, identify the (i) Point(s) of Demarcation (as defined in Section 4); (ii) Service type; (iii) Initial Service Order Term; (iv) monthly recurring charges ("MRC"); (v) non-recurring charges ("NRC"); (vi) bandwidth, if applicable; and (vii) Customer and Segra contact information.
2. Installation. Segra shall issue a Service Commencement Letter (as "Service Commencement Letter" is hereinafter defined) upon installation of a Service. If Customer believes the Services have not been installed in accordance with the Service Order, Customer must provide a written rejection of the Services including a written description reasonably detailing failure of the Service to Segra within three (3) business days of Segra issuing the associated Service Commencement Letter. Segra shall then retest the Service and issue another Service Commencement Letter. This process shall continue until the Service meets industry standards. Failure to properly reject a Service within the prescribed period shall be deemed Customer's acceptance of the Service. Notwithstanding the preceding or anything to the contrary in these Terms and Conditions, in the event Segra is unable to complete installation of a Service due to Customer's failure to complete any applicable tasks necessary to allow Segra to complete installation of the Service, (i) Segra shall have the option to cancel the applicable Service as of the thirtieth (30th) day after Segra provides written notice to Customer that Segra is unable to proceed further due solely to Customer's delay, and (ii) Customer shall be responsible for Early Termination Liability in accordance with the Early Termination Section below. For clarity, Customer's inability to accept a Service shall not constitute a valid reason for rejection. A "Service Commencement Letter" means the written communication sent from Segra to Customer informing Customer that the Services have been installed and are available for Customer's use.
3. Payment Terms; Disputed Invoices.
 - 3.1. Payment Terms. Customer shall pay all undisputed charges by ACH, check, or wire transfer of immediately available funds to the account designated by Segra, unless otherwise agreed to by the Parties. All undisputed charges shall be paid by Customer within thirty (30) calendar days following the issuance of an invoice from Segra. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. Unless otherwise stated in the Service Order, beginning after the Initial Service Order Term, all MRC shall be subject to an annual increase equal to the greater of (i) five percent (5%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics for the preceding 12-month period. All MRC shall be invoiced in advance on the first day of each month. If the Service Order Term commences on a day other than the first day of the month, Customer shall be invoiced on the first day of the following month and the first invoice shall include the pro-rated amount of the prior month's MRC in addition to the current month's MRC. By way of example only, if Customer's service begins on September 20, Customer will receive its first invoice on October 1 and this invoice will include a full month's MRC for October in addition to the pro-rated ten (10) days' MRC for September. Unless otherwise stated in the Service Order, any applicable NRC may be invoiced any time after the full execution of this Service Order.
 - 3.2. Disputed Invoices. In the event Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice by the due date and submit a written claim reasonably documenting all reasons for disputing the remaining amount, including but not limited to: (i) the items on the invoice in dispute; (ii) the nature of the dispute; (iii) if applicable, documentation of the Customer filing a trouble ticket report with Segra's Network Operations Center ("NOC"); and (iv) any other relevant information reasonably requested by Segra concerning the disputed Services. Unless a claim is submitted in this manner and received by Segra within thirty (30) days from the date the invoice is issued, Customer waives all rights to dispute such charges unless otherwise provided by law. Customer shall have no right to offset payments under this Agreement or any related Service Order(s).
4. Points of Demarcation, Building Access, Space, and Power.
 - 4.1. Points of Demarcation. "Point(s) of Demarcation" means the physical point where Segra's obligation to bring and terminate the Services ends. Segra shall only be responsible for implementation of facilities and maintenance activities related to the Services up to the applicable Point of Demarcation.
 - 4.2. Building Access, Space, and Power. Customer agrees that it will (i) procure all necessary building entrance rights, private easements, and other property rights between the public right-of-way and the Point of Demarcation ("Access Rights") for Segra to have access and permission to enter the locations noted on the applicable Service Order, and (ii) provide Segra sufficient space ("Space") and power ("Power") on the premises to support the Services at no cost to Segra. Customer understands that any delay in receiving the Access Rights, Space, and/or Power may cause an installation delay. Customer shall be responsible for all costs incurred by Segra related to the Access Rights, Space, and Power, including but not limited to charges imposed on Segra by the property owner or its designee. In the event Customer is: (i) unwilling or unable to pay for such charges related to Access Rights, or (ii) unable to procure Access Rights for Segra, Segra shall have the option to cancel the applicable Service Order and Customer shall be responsible for payment of Early Termination Liability pursuant to the Early Termination Section below.
5. Equipment Protection and Notice of Damage. Customer shall not and shall not allow any facility, equipment, software, hardware, system, or material that is owned, leased, or otherwise operated or maintained by Segra, including (i) any supporting devices used in conjunction with a Service or related Segra network facilities, or (ii) conduit and fiber needed to support the Services ("Segra Equipment") to be rearranged, tampered with, moved, removed, disconnected, altered, maintained, interfered with, or repaired without Segra's prior written consent. Customer is responsible for providing and maintaining at no charge to Segra an appropriate operating environment consistent with generally accepted industry standards for any Segra Equipment on any premises where Segra Equipment is being used to provide Services to Customer. Customer shall promptly notify Segra of any matters pertaining to any damage or impending damage to or loss of the use of Segra Equipment, Services, or Segra's network that could reasonably be expected to adversely affect Segra's Equipment or Services.

5.1. Risk of Loss. Customer shall bear the risk of loss through theft or casualty of any facilities or equipment owned or controlled by it or its customers regardless of the location of said facilities or equipment. Customer will bear all risk of loss of, theft of, casualty to, or damage to any provided Segra Equipment from the time it is delivered until the time it is returned to Segra in accordance with these Terms and Conditions.

5.2. Return of Segra Equipment. Segra shall have ninety (90) days after the termination or expiration of a Service Order or other applicable agreement, whichever is later, to remove any Segra Equipment from a service location, and Customer agrees that Customer shall cooperate with Segra to coordinate retrieval and removal of Segra Equipment.

5.3. Reimbursement for Not-At-Fault Trouble Tickets. In the event a Trouble Ticket initiated by Customer is determined to be caused by Customer's acts or omissions, or if such Trouble Ticket results in a "No Trouble Found" determination (each such instance, an "Erroneous Trouble Ticket"), Customer shall reimburse Segra for any actual costs for the dispatch for the Erroneous Trouble Ticket within thirty (30) days of issuance of Segra's invoice for the same.

6. Internet Data Flow and Warranties. Customer acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, Segra cannot guarantee uninterrupted Service for Internet access and use, and Segra warrants that it will use commercially reasonable efforts to remedy impairment or disruption of Customer's access to the Internet through Segra's Equipment, provided however, that any such interruption or impairment is directly attributable to Segra's Equipment. Customer also acknowledges and agrees that the actual transmission speeds for Internet transmissions delivered by Segra may vary from the transmission speeds otherwise expected by Customer based on such factors as the length and gauge of the line servicing Customer, and other operational characteristics of facilities used by Segra and/or Customer. SEGRA DISCLAIMS ALL WARRANTIES, EXCEPT FOR THE WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO REMEDY IMPAIRMENT, EITHER EXPRESSED, IMPLIED, OR BY OPERATION OF LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR INTERNET SERVICE.

7. Ownership and Encumbrances. Customer acknowledges and agrees that it has no title to any fiber, facilities, equipment, or materials provided by Segra and shall not in any way encumber the Services, cable, or any property that is the subject of or related to a Service Order.

8. Term. These Terms and Conditions shall apply immediately upon the full execution of this Service Order between Segra and Customer and shall continue in effect so long as there is an active and related Service in effect that is governed by these Terms and Conditions.

9. Upgrades, Changes, Additions, and Porting.

9.1. Changes. These Terms and Conditions specifically contemplate the possibility of Customer adding to or changing Services. Customer acknowledges that changes to the Services may involve changes to MRC or NRC. Unless otherwise agreed upon, changes and additions to the Services will not impact the applicable Service Order Term.

9.2. Portability. Subject to fiber availability and Segra's sole discretion, Customer shall have the option to port the Services to a new location and Segra shall waive any applicable early termination charges so long as:

(i) the new, ported location is "On-Net," meaning Segra will incur no construction or related costs to provide service to the new, ported location;

(ii) Customer and Segra enter into a replacement Service Order for a term equal to or greater than the term remaining on the Service Order being replaced;

(iii) the replacement Service Order contains the same or greater monthly recurring charges as the Service Order being replaced; and

(iv) Customer pays a non-recurring charge to cover any construction, splicing, or other costs related to the replacement Service Order, including any fees waived by Segra at the time of the initial Service Order, if applicable.

Any changes, including ported services, must be memorialized in an amendment, statement of understanding, Service Order, or other document signed by both Parties.

10. Early Termination. In the event that Segra cancels or terminates a Service or Service Order for Customer Default (as "Customer Default" is defined herein) or Customer cancels or terminates any Service or Service Order for any reason other than Segra Default (as "Segra Default" is defined in Section 13.2) ("Early Termination"), (i) Segra may immediately stop work without further notice; (ii) Customer shall not be entitled to a refund of any prior consideration paid; and (iii) Customer shall pay an early termination fee to Segra which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, (together, the "Early Termination Liability" or "ETL"). ETL shall be due and payable within thirty (30) days after issuance of an invoice for the same. The Parties agree that ETL is a reasonable estimate of liquidated damages and not a penalty. For clarity, this Early Termination Section shall apply to termination of any Service, including Voice Services.

11. Relocation Procedures. If Segra (i) determines in its reasonable business judgment, or (ii) is required by a third party with applicable legal authority, to relocate all or any portion of the facilities, materials, or equipment used to furnish Services to Customer, Segra may provide Customer notice of any such relocation. If the relocation is necessitated solely by Segra, Segra shall be responsible for the cost of such relocation. If the relocation is necessitated by Customer, Customer shall be responsible for the cost of such relocation. If the relocation is necessitated by a third party with legal authority, Customer shall pay its Proportionate Share of the costs upon written notice from Segra. "Proportionate Share" means a reasonable amount determined by Segra in good faith.

12. Termination for Lack of Rights. Segra may terminate any affected Service without liability to Customer if: (i) Segra's applicable franchise authority is cancelled or terminated; (ii) Segra is prohibited from furnishing the Services by regulation, statute, court order, or ruling by any other federal, state or local governmental authority; or (iii) Segra's pole attachment, conduit use, or other necessary rights are terminated or become subject to such restrictions or conditions that continuation of the applicable Service is impracticable or prohibited.

13. Default and Cure.

13.1. Customer Default. Customer shall be in default ("Customer Default") under these Terms and Conditions and/or a Service Order in the event of any of the following:

13.1.1. Customer fails to make a payment of any undisputed amount required under a Service Order and such failure continues for more than seven (7) days after Customer receives written notice of such failure from Segra; or

13.1.2. Customer fails to comply with any material obligation, agreement, term, or provision contained in these Terms and Conditions or on a Service Order not contemplated under subsection 13.1.1 above and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Segra; or

13.1.3. Customer's use of a Service violates any law or causes Segra to violate any law; or

13.1.4. Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition;

13.1.5. Customer becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within thirty (30) days of filing; or

13.1.6. Customer's use of the Services would cause a forfeiture of the rights of Segra to occupy the property where such Services or other Segra facilities are located; or

13.1.7. Customer or Customer's end-user's equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Segra's fiber, equipment, or network. In the event of such interference, Segra may immediately suspend the Service(s) and/or take any steps necessary to remedy the interference.

13.2. Segra Default. Segra shall be in default ("Segra Default") in the event Segra fails to comply with any material obligation, agreement, term, or provision of these Terms and Conditions and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Segra is proceeding promptly and with due diligence in curing the default, the cure period shall be automatically extended as may be necessary.

Any event of default may be waived at the non-defaulting Party's option. Upon the failure of a Party to cure a default after notice thereof from the other Party and expiration of the above cure periods, the non-defaulting Party may, subject to these Terms and Conditions, terminate the affected Service and/or pursue any remedies it may have under applicable law or principles of equity relating to such default. Notwithstanding the foregoing, default by one Party with respect to a Service shall not be deemed to be a default with respect to another Service.

14. Indemnification. To the extent permitted by Ark. Code Ann. Section 21-9-301, Customer shall indemnify, defend, and hold harmless Segra, its directors, officers, employees, members, partners, trustees, representatives, agents, affiliates, or parent companies from and against all costs, liabilities, losses, and expenses (including reasonable attorney's fees) resulting from any third party claim, demand, suit, action, judgment, loss, or proceeding brought against Segra for (a) personal injury, including death; (b) damage to any personal or real property; (c) any unauthorized use of Segra facilities; (d) violation of an intellectual property right arising directly or indirectly from the negligence or intentional acts or omissions of Customer or its representatives or agents; (e) any misrepresentations regarding (i) Customer's name listed in this Service Order, and (ii) the authorized signer of this Service Order; or (f) any breach of Segra's Acceptable Use Policy (a link to which is included below). Customer represents and warrants that (i) the Customer name listed in this Service Order is a legally valid and existing business in the state in which Services are provided, and (ii) the person who signs this Service Order has proper authority to bind Customer to this Service Order and the terms and conditions contained herein.

15. Limitation of Liability. IN NO EVENT SHALL SEGRA OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, REPRESENTATIVES, AGENTS, AFFILIATES, OR PARENT COMPANIES BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF REPLACEMENT SERVICES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

16. Taxes and Fees. In the event Segra is assessed taxes, charges, or fees (hereinafter "Taxes") related to a Service being provided to Customer, Segra shall bill such Taxes to Customer in the manner and for the amount permitted by law. Taxes include, but are not limited to, federal, state or local sales, gross receipts, occupation, franchise, governmental assessments, regulatory charges, state and federal USF charges, excise, or other similar charges or fees that may be levied or imposed. Segra shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided Segra with a valid exemption certificate. Segra will charge a cost recovery fee of five percent (5%) of the total monthly recurring charges and nonrecurring charges for an applicable Service related to locates of facilities, right-of-way fees, or other costs associated with delivering the Services herein. For clarity, Taxes shall not include taxes on Segra's income.

17. Notice. All notices and communications concerning or relating to Services shall be in writing and addressed to Segra using the contact information listed below, and to Customer at the Notice Address set out on the first page this Service Order. If Customer's notice address information is not listed herein, the notice address shall be any address listed in a Service Order. Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed electronic mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party or to such other address as either Party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or electronic confirmation, the second day after deposit with a nationally recognized overnight courier, or five (5) business days after it was mailed.

If to Segra:
Segra,
Attn: Legal Department,
120 W 12th St., Fl. 11, Kansas City, MO 64105,
With a copy to: SegraLegal@SegraFiber.com

18. Splicing. In order to maintain the integrity of Segra's cable and network, Segra or a contractor operating under Segra's direction shall perform all splicing related to the Services. Any splicing not anticipated or accounted for at the time an applicable Service Order is executed ("Additional Splicing") shall be performed by Segra and Customer shall be responsible for the actual cost of splicing which shall include, but not be limited to, all necessary hardware, permitting, engineering, and installation labor. If Customer desires future expansion at splice points other than at the Points of Demarcation listed in a Service Order, then Customer must request such future expansion from Segra. Segra will grant requests in its sole discretion.
19. Scheduled Maintenance and Emergency Maintenance. Segra will conduct periodic maintenance of its network and Equipment ("Scheduled Maintenance"). Scheduled Maintenance of Segra's network will not normally result in a Service interruption or outage. However, in the event Scheduled Maintenance should require a Service interruption, Segra will exercise commercially reasonable efforts to perform routine maintenance between the hours of 12:00 AM and 6:00 AM, local time, to minimize any potential disruptive impact. Segra shall provide Customer with at least two (2) days' notice for non-emergency Scheduled Maintenance to be performed on Segra's network if Segra determines in its discretion that such maintenance may have a substantial likelihood of affecting the Services. If Segra's planned activity is canceled or delayed, Segra shall promptly notify Customer. Notwithstanding the preceding, Segra may perform maintenance at any time for purposes such as restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions that could affect the Services or Segra's network ("Emergency Maintenance").
20. Force Majeure. Segra shall not be in default with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by acts of nature, fire, wars, revolution, civil commotion, acts of public enemy, pandemic, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, damage to fiber or facilities caused by a third party, delays caused by the inaction of utilities, pole owners, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items or any other circumstances beyond the reasonable control and not involving any fault or negligence of Segra (each, a "Force Majeure Event"). If a Force Majeure Event occurs, Segra shall be excused from performance under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event.
21. Assignment. Customer may not assign or otherwise transfer a Service, Service Order, or its rights or obligations without the prior written consent of Segra. Any attempted assignment in contravention of this provision shall be null and void. Segra may at any time, without consent but on written notice to the other Party, assign its rights and obligations under a Service Order, and these Terms and Conditions to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets used to deliver the Services whether via merger, sale, stock purchase, or other similar equity arrangement. Any assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Segra shall have the right at any time, without the prior consent of Customer, to mortgage, pledge, or grant a security interest in Service Orders or any of Segra's system in connection with any borrowing or financing activity of Segra. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this section, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
22. Confidentiality.
- 22.1. Confidential Information. For the purposes hereof, "Confidential Information" shall include any and all information that Segra holds as confidential or proprietary, including, without limitation, (i) all technical information, including, without limitation, product data and specifications, know-how, formulae, software, source codes and other software information, processes, inventions, research projects, derivative works, and product development; (ii) all business information of or relating to Segra, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, know-how, data and material used or licensed by Segra, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (iii) Segra employee or customer information; (iv) Segra's confidential information disclosed to the other by third parties; (v) rates, terms, or other information relating to Services, and (vi) any information which a reasonable person would deem to be confidential. Customer shall not disclose any of Segra's Confidential Information to any third party or use any of Segra's Confidential Information for any purpose other than in connection with the receipt of Services hereunder. Customer will not use Segra's name or the name(s) of any Segra product(s) or service(s) publicly without Segra's prior written consent. Segra's Confidential Information shall remain its property and shall be either returned to Segra or destroyed promptly upon the termination of a Service Order or applicable Service. If Confidential Information is destroyed, Customer must certify to the destruction. Customer shall not appropriate Confidential Information for its benefit or the benefit of any third party.
- 22.2. Obligation to Disclose. Customer will promptly notify Segra if Customer receives a demand from a third party for Confidential Information and Customer shall not disclose the same to such third party without the prior written consent of Segra, except as required by law. If Customer believes that it is legally required to disclose any of the Discloser's Confidential Information, Customer will not disclose such Confidential Information until Customer has notified Segra and Segra shall be entitled to seek a protective order or other appropriate remedy. In the event that Customer is required by law to disclose any Confidential Information, Customer will furnish only the portion of the Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information will be treated as confidential upon terms substantially the same as contained herein.
23. Miscellaneous.
- 23.1. Negotiated Agreement. These Terms and Conditions and any related Service Order have been fully negotiated between and jointly drafted by Segra and Customer.
- 23.2. Product Discontinuance. Segra shall have the right to terminate a Service Order or Service in its sole discretion upon ninety (90) days' prior notice to Customer if Segra elects to discontinue and no longer offer a given Service.
- 23.3. Document Precedence. In the event of a conflict between the provisions of these Terms and Conditions and any related Service Order, the provisions of the applicable Service Order shall prevail.

23.4. No Third-Party Beneficiary. It is agreed that no person or entity other than the Parties to this Agreement is or shall be entitled to bring any action to enforce any provision of this Agreement; and that the covenants, undertakings, and agreements contained herein shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and permitted assigns.

23.5. Limited Effect of Waiver. Any waiver or failure to enforce a provision of these Terms and Conditions or any Service Order shall not be construed as a general waiver or relinquishment of the provision.

23.6. Governing Law. All terms shall be construed in accordance with the laws of the state of Arkansas, without reference to its conflict of law provision. The obligations, rights, and remedies of the Parties hereunder shall be determined in accordance with such laws.

23.7. Exclusive Jurisdiction. Intentionally Omitted.

23.8. Severability. Except as otherwise provided in this Agreement, Services provided by Segra set forth in each Service Order are severable, and upon termination of any individual Service with respect to any Service Order, other Services shall continue unaffected. Similarly, if any part or provision of this Agreement or provision of any Service Order or other document or writing made pursuant to this Agreement shall be held invalid or unenforceable under applicable law, said part or provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this Agreement. Furthermore, the Parties hereby agree to negotiate in good faith with respect to any such invalid or unenforceable provision to the extent necessary to render the Agreement valid and enforceable.

23.9. Integration. This document constitutes the entire and final agreement and understanding between Segra and Customer with respect to the subject matter hereof and may be supplemented with additional provisions as listed or described within a Service Order.

23.10. Amendment. These Terms and Conditions and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Segra and Customer.

23.11. Acceptable Use and Privacy Policy. Customer represents and warrants that it shall comply with all relevant laws pertaining to the Services and Customer's use thereof. Customer further represents and warrants that at all times Customer shall conform its use of the Service to the Segra Acceptable Use Policy and the Segra Privacy Policy, current copies of which are available at <https://www.segra.com/legal/>.