

## FIBER OPTIC NETWORK MAINTENANCE AND SERVICE AGREEMENT

THIS FIBER OPTIC NETWORK MAINTENANCE AND SERVICE AGREEMENT, made and entered into this \_\_\_\_ day of July, 2024, but effective as of the \_\_\_\_1st\_\_\_\_ day of July, 2024 (“Effective Date”), is by and between Capco Communications, Inc., a Texas corporation, (“Capco”) and Coppell Independent School District, a Texas independent school district (“CISD”) (“Agreement”).

### WITNESSETH:

WHEREAS, Capco is engaged in the sale, installation, maintenance and service of network electronics, and

WHEREAS, CISD is engaged in the education of children from kindergarten through twelfth grade, and

WHEREAS, CISD wishes Capco to maintain and service the FIBER OPTIC NETWORK and Capco wishes to maintain and service the FIBER OPTIC NETWORK,

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Capco and CISD agree as follows.

### ARTICLE I MAINTENANCE AND SERVICE OF FIBER OPTIC NETWORK

1.1 MAINTENANCE AND SERVICE OF FIBER OPTIC NETWORK. Subject to the terms and provisions of this Agreement, during the Initial Term and each Subsequent Renewal Term (each hereinafter defined in Article III) Capco will provide all maintenance and service on the FIBER OPTIC NETWORK in accordance with the provisions of Schedule 1.1 hereto (“Service”).

### ARTICLE II

## TERM

### 2.1 TERM.

2.1.1 INITIAL TERM. Subject to the terms and provisions hereof, this Agreement is for a term of one (1) year commencing on the Effective Date (“Initial Term”).

2.1.2 SUBSEQUENT RENEWAL TERMS. Commencing with the Initial Term and continuing each year thereafter, unless either party shall provide to the other, at least ninety (90) days prior to the expiration of the Initial Term and each subsequent renewal term, notice in the manner hereinafter provided in Paragraph 13.1 of such party’s intent not to renew, then this Agreement shall be renewed automatically for a like term, subject to the terms and provisions hereof (“Subsequent Renewal Term”).

## ARTICLE III CONSIDERATION

### 3.1 MAINTENANCE AND SERVICE FEE.

3.1.1 INITIAL TERM MAINTENANCE AND SERVICE FEE. CISD agrees to pay to Capco in U. S. dollars during the Initial Term for the Service a fee of Forty Five Thousand Dollars (\$45,000.00) (“Initial Term Maintenance and Service Fee”).

3.1.2 SUBSEQUENT RENEWAL TERM MAINTENANCE AND SERVICE FEE. CISD agrees to pay to Capco in U. S. dollars during each Subsequent Renewal Term for the Service a fee of Forty Five Thousand Dollars (\$45,000.00) (“Subsequent Renewal Term Maintenance and Service Fee”).

3.2 PAYMENT. The Initial Term Maintenance and Service Fee payment is due and payable on the Effective Date.

Each Subsequent Renewal Term Maintenance and Service Fee payment shall be due and payable on the first day of each such Subsequent Renewal Term.

## ARTICLE IV REPRESENTATIONS AND WARRANTIES OF CAPCO

Capco represents and warrants to CISD as follows.

4.1 ORGANIZATION, GOOD STANDING, POWER, ETC. Capco is a Texas corporation duly organized, validly existing and in good standing under the laws of the state of Texas and has all requisite power and authority to carry on its business as presently conducted; to own, operate and lease property; and, to enter into this Agreement and perform its obligations hereunder. Neither the nature of its assets nor the business it transacts requires Capco to be authorized, licensed or qualified as a foreign corporation in any state or jurisdiction in which it is not so authorized, licensed or qualified.

4.2 AUTHORITY RELATIVE TO AGREEMENT. The execution, delivery and performance by Capco of this Agreement has been duly and effectively authorized by all necessary action. This Agreement has been duly executed by Capco and is a legal, valid and binding obligation of Capco enforceable in accordance with its terms.

4.3 NO CONFLICT WITH OTHER INSTRUMENTS OR PROCEEDINGS. Neither the execution and delivery of this Agreement nor the performance of or compliance with the terms and conditions hereof will conflict with, or result in a breach by Capco of, or constitute a default under, any of the terms, conditions or provisions of the charter documents or the bylaws of Capco or of any mortgage, deed of trust, lease, contract, agreement or other instrument to which Capco is a party, or any writ, order, judgment, decree, statute, ordinance, regulation or any other restriction of any kind or character to which Capco is subject, and will not require the consent, approval or authorization of or notice to any governmental instrumentality or third party.

4.4 NO MISREPRESENTATIONS. No representation or warranty by Capco contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in any such representation or warranty, in light of the circumstances under which it was made, not misleading.

## ARTICLE V REPRESENTATIONS AND WARRANTIES OF CISD

CISD represents and warrants to Capco as follows.

5.1 ORGANIZATION, POWER, ETC. CISD is a Texas independent school district, duly organized and validly existing and has all requisite power and authority to carry on its business as presently conducted; to own, operate and lease property; and, to enter into this Agreement and to perform its obligations hereunder.

5.2 AUTHORITY RELATIVE TO AGREEMENT. The execution, delivery and performance by CISD of this Agreement has been duly and effectively authorized by all

necessary action. This Agreement has been duly executed by CISD and is a legal, valid, and binding obligation of CISD enforceable in accordance with its terms.

5.3 NO CONFLICT WITH OTHER INSTRUMENTS OR PROCEEDINGS. Neither the execution and delivery of this Agreement nor the performance of or compliance with the terms and conditions hereof will conflict with any statute, ordinance or regulation to which CISD is subject.

5.4 NO MISREPRESENTATIONS. No representation or warranty by CISD contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained in any such representation or warranty, in light of the circumstances under which it was made, not misleading.

## ARTICLE VI COVENANTS OF CAPCO

Capco covenants and agrees with CISD as follows.

6.1 STANDARD OF MAINTENANCE AND SERVICE OF FIBER OPTIC NETWORK. Capco agrees that all maintenance and service on the FIBER OPTIC NETWORK will be done in a worker-like manner.

6.2 SCOPE OF MAINTENANCE AND SERVICE. Capco agrees that its maintenance or service to the FIBER OPTIC NETWORK includes (i) reattaching the FIBER OPTIC NETWORK to a replacement utility pole, (ii) splicing and testing broken or damaged FIBER OPTIC NETWORK, and (iii) minor repairs (which shall include such new fiber optic cable necessary to effect such minor repairs), but that its maintenance or service to the FIBER OPTIC NETWORK does not include replacement of any part or all of the FIBER OPTIC NETWORK which is damaged or destroyed, other than minor repairs, nor does it include the installation by Capco of new fiber optic cable to replace such damaged or destroyed FIBER OPTIC NETWORK.

6.3 INDEMNIFICATION. Capco agrees to indemnify, defend and hold harmless CISD, to the fullest extent permitted by applicable law, from and against any and all damage, loss, cost, expense, obligation, action, claim or liability, including costs of investigation, court costs and reasonable attorneys fees, suffered or incurred by CISD on account of or relating to either (i) a Capco Event of Default, or (ii) personal injury, including death and damage to property, arising out of or resulting from the performance of this Agreement, to the extent that any such injuries or damages are caused by Capco or by any employees, agents or subcontractors of Capco or by anyone directly or indirectly employed by Capco. Capco agrees to pay, within thirty (30) calendar days after receipt of a statement from CISD, all reasonable costs of investigation, court costs and reasonable attorneys fees necessarily incurred by CISD in advance of the assumption by Capco of

defense of the claim. The indemnification given by Capco in this Paragraph 6.2 is conditioned upon the (i) prompt delivery by CISD to Capco of notice of the claim, in the manner hereinafter provided in Paragraph 13.1; (ii) delivery by CISD to Capco of all information relating to the claim in the possession of CISD; (iii) reasonable cooperation and assistance of CISD with Capco in Capco's defense of the claim; (iv) agreement of CISD that Capco shall have the sole authority to defend or to settle the claim.

6.4 FEES AND EXPENSES. Capco agrees to pay all of the costs, fees, expenses and disbursements incurred by itself and by its respective directors, officers, employees, agents, attorneys and accountants in connection with the negotiation, execution and delivery of this Agreement and any amendments thereto.

6.5 FURTHER ASSURANCES. Capco, upon request by CISD, promptly will (i) correct any defect, error or omission which may be discovered in this Agreement or in any other instrument now or hereafter executed in connection herewith or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement or such other instruments now or hereafter executed in connection herewith or in the execution or acknowledgment thereof; (iii) execute, acknowledge, deliver, procure and record or file any document or instrument deemed advisable by CISD to protect the interest of CISD against the rights or interests of third parties; and, (iv) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be necessary, desirable or proper in the reasonable determination of CISD to enable CISD to comply with the requirements or requests of any agency having jurisdiction over CISD, and Capco will pay all costs incurred in connection with any of the foregoing.

6.6 In an emergency situation, Capco must notify and receive oral approval by TXU before any modification or relocation is done. If any modification or relocation is done without approval from TXU then Capco assumes all responsibility and costs associated with these modifications or relocations (TXU 7.1).

6.7 As defined by TXU, in January of each year, the rental rate (pole attachment fee paid by CISD directly to TXU) will be adjusted by the amount of any increase in the Consumer Price Index, for the twelve month period ending September 30 of the year immediately preceding the year with respect to which the rate adjustment is being made.

6.8 If Capco is unable to respond to any issue with any FIBER OPTIC NETWORK on any TXU utility pole within the defined 4-hour response time, Capco assumes all responsibility and all costs associated with any TXU repair that takes place.

6.9 If Capco has not first received approval from TXU to gain proper access to any TXU pole at any time or the work done by Capco was not performed in accordance

with the Permit Application, then Capco is held responsible for any costs associated with any work that has to be done by TXU to be in accordance with the Permit Application (TXU 4.9).

6.10 Upon written notice from the City of Coppell or TXU, Capco assumes all responsibility and all costs for any relocation or modification for all or any portion of the existing FIBER OPTIC NETWORK on any TXU utility pole by the time period defined with the received notice during the “Maintenance Agreement” period. Additionally, Capco shall notify TXU of the performance of such work within 15 days of its completion. If Capco fails to complete the defined work within 15 days, then Capco assumes all responsibility and all costs associated with any work done by TXU regarding the written notice received by Capco (TXU 4.8).

6.11 Capco must notify TXU 30 days prior to any work that is to be done on any TXU utility pole. If any work is started prior to 30 days, then Capco assumes all responsibility and costs associated with any installation, modification, relocation or removal of any FIBER OPTIC NETWORK on any TXU pole during the installation process. Capco must notify TXU 15 days after the completion of the project. Additionally, Capco assumes all responsibility and costs associated with any FIBER OPTIC NETWORK on any pole that TXU defines as not being appropriate to TXU standards and will correct the problems defined in a timely manner defined by TXU and Coppell ISD during and after the installation has been completed (TXU 4.9).

6.12 If Capco has been contacted by Coppell ISD or TXU in writing for needed maintenance, Capco is responsible for charges from TXU if Capco fails to respond in the time defined by TXU and not shorter than the 4-hour response time as stated in the Capco maintenance agreement (TXU 5.1).

6.13 TXU will perform a 5-year inspection of all FIBER OPTIC NETWORK on all utility poles as stated in 10.6 of TXU pole license agreement. If the results of the inspection show that any pole routes are incorrectly attached or placed on the wrong poles, or any attachments are not up to TXU standards, then Capco assumes all responsibility and all costs associated with the removal, relocation or modification of any or all FIBER OPTIC NETWORK on any or all TXU utility poles (TXU 4.6, 4.8).

## ARTICLE VII COVENANTS OF CISD

CISD covenants and agrees with Capco as follows.

7.1 ACCESS. CISC agrees to provide Capco free, unrestricted and unlimited access to the FIBER OPTIC NETWORK at all times during the performance of all maintenance and service by Capco.

7.2 SCOPE OF MAINTENANCE AND SERVICE. CISC agrees that Capco's maintenance or service to the FIBER OPTIC NETWORK includes (i) payment by Capco of any annual utility pole attachment fees, (ii) reattaching the FIBER OPTIC NETWORK to a replacement utility pole, (iii) splicing and testing broken or damaged FIBER OPTIC NETWORK, and (iv) minor repairs (which shall include such new fiber optic cable necessary to effect such minor repairs). CISC further agrees that Capco's maintenance or service to the FIBER OPTIC NETWORK does not include replacement of any part or all of the FIBER OPTIC NETWORK which is damaged or destroyed, other than minor repairs, nor does it include the installation by Capco of new fiber optic cable to replace such damaged or destroyed FIBER OPTIC NETWORK and that any such replacement or installation shall be the sole responsibility of CISC.

7.3 INDEMNIFICATION. CISC agrees to indemnify, defend and hold harmless Capco, to the fullest extent permitted by applicable law, from and against any and all damage, loss, cost, expense, obligation, action, claim or liability, including costs of investigation, court costs and reasonable attorneys fees, suffered or incurred by Capco on account of or relating to either (i) a CISC Event of Default, or (ii) personal injury, including death and damage to property, arising out of or resulting from the performance of this Agreement, to the extent that any such injuries or damages are caused by CISC or by any employees, agents or subcontractors of CISC or by anyone directly or indirectly employed by CISC. CISC agrees to pay, within thirty (30) calendar days after receipt of a statement from Capco, all reasonable costs of investigation, court costs and reasonable attorneys fees necessarily incurred by Capco in advance of the assumption by CISC of defense of the claim. The indemnification given by CISC in this Paragraph 7.2 is conditioned upon the (i) prompt delivery by Capco to CISC of notice of the claim, in the manner hereinafter provided in Paragraph 13.1; (ii) delivery by Capco to CISC of all information relating to the claim in the possession of Capco; (iii) reasonable cooperation and assistance of Capco with CISC in CISC's defense of the claim; (iv) agreement of Capco that CISC shall have the sole authority to defend or to settle the claim.

7.4 FEES AND EXPENSES. CISC agrees to pay all of the costs, fees, expenses and disbursements incurred by itself and by its respective trustees, members, officers, employees, agents, attorneys and accountants in connection with the negotiation, execution and delivery of this Agreement and any amendments thereto.

7.5 FURTHER ASSURANCES. CISC, upon request by Capco, promptly will (i) correct any defect, error or omission which may be discovered in this Agreement or in any other instrument now or hereafter executed in connection herewith or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out

more effectively the purposes of this Agreement or such other instruments now or hereafter executed in connection herewith or in the execution or acknowledgment thereof; (iii) execute, acknowledge, deliver, procure and record or file any document or instrument deemed advisable by Capco to protect the interest of Capco against the rights or interests of third parties; and, (iv) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be necessary, desirable or proper in the reasonable determination of Capco to enable Capco to comply with the requirements or requests of any agency having jurisdiction over Capco, and CISD will pay all costs incurred in connection with any of the foregoing.

## ARTICLE VIII CAPCO EVENTS OF DEFAULT

8.1 CAPCO EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following events shall constitute an event of default by Capco under this Agreement (“Capco Event of Default”).

8.1.1 NON-PERFORMANCE OF COVENANTS. The failure of Capco to timely and properly observe, keep or perform any covenant, agreement, warranty, condition or provision provided for in this Agreement or under any other agreement now existing or hereafter arising between Capco and CISD.

8.1.2 DEFAULT UNDER OTHER AGREEMENTS. The occurrence of any event of default under any other agreement now existing or hereafter arising between Capco and CISD.

8.1.3 BANKRUPTCY OR INSOLVENCY. If Capco (i) becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or who takes possession of, all or substantially all of its assets, either in a proceeding brought by Capco or in a proceeding brought against it and such appointment is not discharged or such possession is not terminated within sixty (60) calendar days after the effective date thereof or Capco consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called “Applicable Bankruptcy Law”) or an involuntary petition for relief is filed against it under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) calendar days after the filing thereof, or an order for relief naming Capco is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by



Capco; (v) fails to have discharged within a period of thirty (30) calendar days any attachment, sequestration or similar writ levied upon any property of Capco; or, (vi) fails to pay within thirty (30) calendar days any final money judgment against it.

## ARTICLE IX CISD EVENTS OF DEFAULT

9.1 CISD EVENTS OF DEFAULT. The occurrence or happening of any one or more of the following events shall constitute an event of default by CISD under this Agreement ("CISD Event of Default").

9.1.1 FAILURE TO PAY CONSIDERATION. The failure, refusal or neglect of CISD to pay when due any part of the Initial Term Maintenance and Service Fee or of any Subsequent Renewal Term Maintenance and Service Fee.

9.1.2 NON-PERFORMANCE OF COVENANTS. The failure of CISD to timely and properly observe, keep or perform any covenant, agreement, warranty, condition or provision provided for in this Agreement or under any other agreement now existing or hereafter arising between Capco and CISD.

9.1.3 DEFAULT UNDER OTHER AGREEMENTS. The occurrence of any event of default under any other agreement now existing or hereafter arising between Capco and CISD.

## ARTICLE X REMEDIES AND RELATED RIGHTS OF CAPCO

Upon the occurrence of a CISD Event of Default, Capco may, with or without notice to CISD, exercise any one or more of the following remedies, as Capco in its sole discretion shall elect, and, in addition to any other rights, shall have the following related rights.

10.1 JUDICIAL PROCEDURE. Capco may reduce its claim to judgment by any available judicial procedure.

10.2 TERMINATION OF AGREEMENT. Pursuant to Paragraph 13.1 hereinafter, Capco may terminate this Agreement.

10.3 REMEDIES CUMULATIVE. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of

any and all other remedies provided for in this Agreement or otherwise benefiting Capco, and Capco, in addition to the remedies herein provided, shall be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the Initial Term Maintenance and Service Fee or of any Subsequent Renewal Term Maintenance and Service Fee and the enforcement of the covenants and agreements herein, and resort to any remedy provided for hereunder or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

## ARTICLE XI REMEDIES AND RELATED RIGHTS OF CISD

Upon the occurrence of a Capco Event of Default, CISD may, with or without notice to Capco, exercise any one or more of the following remedies, as CISD in its sole discretion shall elect, and, in addition to any other rights, shall have the following related rights.

11.1 JUDICIAL PROCEDURE. CISD may reduce its claim to judgment by any available judicial procedure.

11.2 TERMINATION OF AGREEMENT. Pursuant to Paragraph 13.1 hereinafter, CISD may terminate this Agreement.

11.3 REMEDIES CUMULATIVE. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in this Agreement or otherwise benefiting CISD, and CISD, in addition to the remedies herein provided, shall be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the enforcement of the covenants and agreements herein, and resort to any remedy provided for hereunder or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

## ARTICLE XII TERMINATION OF AGREEMENT

12.1 TERMINATION OF AGREEMENT. This Agreement, by notice given in the manner hereinafter provided in Paragraph 13.1, may be terminated

(i) by the mutual written consent of Capco and CISD;

(ii) by Capco if a CISD Event of Default shall have occurred and which CISD Event of Default shall not have been remedied within thirty (30) days after Capco shall have sent to CISD notice in the manner hereinafter provided in Paragraph 13.1 specifying the breach and requiring the same to be remedied;

(iii) by CISD if a Capco Event of Default shall have occurred and which Capco Event of Default shall not have been remedied within thirty (30) days after CISD shall have sent to Capco notice in the manner hereinafter provided in Paragraph 13.1 specifying the breach and requiring the same to be remedied; or,

(iv) by either Capco or CISD pursuant to the provisions of Paragraph 10.2 or Paragraph 11.2 hereinabove.

12.2 EFFECT OF TERMINATION. No termination of this Agreement, whether pursuant to Paragraph 12.1 or otherwise, shall terminate or impair any claim by Capco against CISD or by CISD against Capco based upon any breach of this Agreement.

### ARTICLE XIII MISCELLANEOUS PROVISIONS

13.1 NOTICES. Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other shall be in writing and given by (i) hand delivery, (ii) express overnight delivery service, or (iii) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

#### 13.1.1. CAPCO

If by hand:  
Capco Communications, Inc.  
13606 Big Indian Road  
Gainesville, Texas 76240  
Attention: Kyle F. Capps

If by mail:  
Capco Communications, Inc.  
13606 Big Indian Road  
Gainesville, Texas 76240  
Attention: Kyle F. Capps

### 13.1.2. CISD

Coppell Independent School District  
[address to come]  
Coppell, Texas [zip code to come]  
Attention: [to come]

Any address or name specified above may be changed by a notice given by the addressee to the other party in accordance with this Paragraph 13.1.

Any notice, demand or other communication shall be deemed given and effective (i) upon receipt, if hand delivered, (ii) the next business day, if delivered by express overnight delivery service, or (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. The inability to deliver because of changed address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication, shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

13.2 CONTROLLING LAW. ALL QUESTIONS CONCERNING THE VALIDITY, OPERATION AND INTERPRETATION OF THIS AGREEMENT AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED UPON THE PARTIES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT OTHERWISE MANDATORY SUBJECT TO THE LAWS OF ANOTHER JURISDICTION PURSUANT TO THE LAWS OF SUCH OTHER JURISDICTION.

13.3 TIME IS OF THE ESSENCE. Time is of the essence with respect to each and every provision of this Agreement in which time is a factor.

13.4 HEADINGS. The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

13.5 MODIFICATIONS AND WAIVERS. No termination, cancellation, modification, amendment, deletion, addition or other change in this Agreement or any provision thereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in a writing signed by the party or parties to be bound thereby. The waiver of any right or remedy in respect of any occurrence or event on one occasion shall not be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.

13.6 ATTORNEYS' FEES. In the event of any judicial, non-judicial or other adversarial proceeding between the parties concerning this Agreement, to the extent permitted by law, the prevailing party shall be entitled to receive from the other party all of

its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

13.7 ENTIRE AGREEMENT. This Agreement, including the recitals and schedule herein, contains the entire agreement of the parties and supersedes all other agreements, oral or written, heretofore made with respect to the subject matter hereof and the transactions contemplated hereby.

13.8 RECITALS. The recitals herein are incorporated by reference into this Agreement and are made a part hereof.

13.9 SCHEDULES. Each schedule referred to herein is incorporated by reference into this Agreement and made a part hereof.

13.10 SEVERABILITY. Any provisions hereof prohibited by, or unlawful or unenforceable under, any applicable law of any jurisdiction shall be ineffective as to such jurisdiction, without affecting any other provision of this Agreement, or shall be deemed to be severed or modified to conform with such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be effected. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

13.11 ASSIGNMENT. This Agreement and any rights or duties hereunder shall not be assigned by CISD without the written consent of Capco first had and obtained. Capco may, without notice to CISD, assign or sell its interest in, grant a security interest in, or otherwise transfer, in whole or in part, this Agreement, any or all of the FIBER OPTIC NETWORK or any of its rights, interests or obligations with respect thereto. No permitted assignment or delegation shall relieve either party of its obligations hereunder.

13.12 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

1.13 BINDING ON SUCCESSORS. Except as otherwise provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CAPCO  
CAPCO COMMUNICATIONS, INC.

By: \_\_\_\_\_  
    Kyle F. Capps  
    President

CISD  
COPPELL INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
    [Name]  
    [Title]