

# **Master Agreement For Professional Services**

This Master Agreement For Professional Services (the "Agreement") is entered into this 3rd day of June, 2025 ("Effective Date"), by and between VERO FIBER NETWORKS, LLC ("Vero") and the City of Farmers Branch TX, ("Customer"). This Agreement provides the general terms and conditions applicable to Customer's purchase of professional services ("Service") from Vero.

**1. Professional Services.** Vero shall prepare a separate summary of Services to be performed ("Exhibit A") for each Customer request for Services which will include without limitation a start and end date for the Services set forth therein. Each Exhibit A shall be a part of this Agreement and incorporated herein. All Exhibit A's shall be sequentially numbered for ease of identification, e.g., Exhibit A-1, A-2, A-3 and so forth. Each Exhibit A, once executed between the parties, shall be a part of the Agreement and incorporated herein. Under no circumstances will Vero be responsible for performing any warranty-affecting work, and Vero shall not be liable to Customer or any third party to the extent any work performed violates and/or voids, in whole or in part, any equipment, software and/or manufacturer's warranty.

**2. Term.** The term of this Agreement shall commence on the Effective Date and shall continue in effect thereafter so long as any Services to be performed as described in any Exhibit "A" remain in effect ("Term").

**3. Payment Terms and Charges.** (a) Customer shall pay Vero the rate(s) specified in Exhibit A for the Services, plus actual and reasonable expenses including but not limited to travel time, travel expenses, office supplies, postage, telephone, and expenses directly related to Services requested by Customer and performed by Vero. Unless agreed to otherwise in an applicable Exhibit A, the charges for all travel and expenses shall be Vero's cost plus a ten percent (10%) administrative fee. (b) Customer shall supply Vero, at no additional cost, with office space and administrative support to the extent any Services are performed on Customer's premises. (c) All amounts stated on each monthly invoice are due and payable in accordance with the applicable Exhibit A.

**4. Billing Disputes.** (a) Upon disputing any charges, Customer shall: (i) pay all undisputed charges by the Due Date; (ii) present by the Due Date a written statement of amounts disputed in good faith in reasonable detail with supporting documentation; and, (iii) negotiate in good faith to resolve any dispute within sixty (60) calendar days. (b) Disputed charges mutually agreed upon and in favor of Vero, with a Late Fee, will be paid within five (5) business days of the resolution. Disputed charges mutually agreed upon and in favor of Customer will be credited to Customer and no late fees shall apply. (c) If the Parties fail to resolve the dispute within the sixty day period (unless Vero agrees to extend such period), all disputed amounts and a Late Fee will be due and payable on the sixtieth (60<sup>th</sup>) day following the Due Date.

**5. Right to Assurance.** If Customer suffers a material adverse change in its financial condition, Vero may: (a) request adequate assurance of Customer's performance per applicable law; or, (b) decline other requests from Customer to provide Services.

**6. Default, Suspension of Service, and Termination.** A "Default" shall occur if (a) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for five (5) calendar days; or (b) either party fails to perform or observe any material term or obligation contained in this Agreement, (other than (i) Customer's obligation to make payment or (ii) Vero's obligation to provide Service in accordance with the applicable warranty which is not a default but entitles Customer to exclusive remedies) and any such failure set forth in this Subsection (b) remains uncorrected for fifteen (15) calendar days after written notice from the non-defaulting party. In the event of a Customer Default for any reason, Vero may: (i) suspend Services to Customer; (ii) cease accepting or processing requests for Services; and/or (iii) terminate this Agreement. If this Agreement is terminated because of a Customer Default, such termination shall not affect or reduce Customer's minimum monthly commitments required under this Agreement, if applicable; and, any early termination charges set forth in the applicable Exhibit A shall apply. Vero shall at all times be entitled to all rights available to it at law or in equity; and, Customer agrees to pay Vero's reasonable expenses (including attorney and collection agency fees) incurred in the enforcement of Vero's rights in the event of a Customer Default. In the event of a Vero Default, Customer's sole and exclusive remedy shall be termination of the Agreement and receipt of any applicable refund. Customer will, however, remain liable for all charges incurred for Services provided prior to Customer's termination of this Agreement.

**7. Taxes.** Any sales, use, or similar tax (excluding taxes based on Vero's net income or capital or any property taxes) imposed on the Services provided under this Agreement shall be added to the invoice and borne by Customer. All amounts paid by Customer to Vero pursuant to Section 3 of this Agreement will be reported as non-employee compensation by Customer to the Internal Revenue Service at the end of each calendar year. Vero agrees to complete and execute any and all Internal Revenue Service documentation necessary upon the execution of this Agreement.

**8. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, COST OF PURCHASING REPLACEMENT SERVICES OR LOSS OF USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, OR ANY LEGAL THEORY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERO'S CUMULATIVE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO VERO'S PERFORMANCE OR FAILURE TO PERFORM ANY SERVICE WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES PAID BY CUSTOMER TO VERO FOR THE

PARTICULAR SERVICE GIVING RISE TO THE LIABILITY.

**9. Warranty.** (a) Vero warrants that its Services hereunder will be of a professional quality conforming to generally accepted industry standards and practices. (b) ANY BASIC FIELD TECH SERVICE (AS DEFINED IN AN APPLICABLE EXHIBIT A) IS PROVIDED ON AN "AS-IS" BASIS AND VERO MAKES NO OTHER WARRANTIES ABOUT THE SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. VERO DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM. (c) For any breach of the above warranty, Customer's exclusive remedy, and Vero's entire liability, shall be the reperformance of the Services. In order to receive warranty remedies, deficiencies in the Services must be reported to Vero in writing within ninety (90) days of completion of those Services. If Vero is unable through reperformance to perform the Services as warranted, Customer shall only be entitled to recover the fees paid to Vero for such deficient Services.

**10. Intellectual Property Warranty.** Customer hereby warrants that any products, information or Services provided to Vero for use under this Agreement shall not violate any applicable copyrights, patents, trademarks, trade secrets, software licenses, or federal or state laws. Customer hereby agrees to defend, indemnify and hold harmless Vero and pay all damages, expenses, and fees (including reasonable attorney's fees) should such claims arise.

**11. Compliance with Employment Laws and Customer's Policies.** (a) Vero shall comply, at its expense, with all applicable statutes with respect to Worker's Compensation, Employer's Liability, Social Security, Unemployment Compensation and/or Retirement Benefits and other applicable laws relating to or affecting the employment of labor. (b) If Services are to be performed on Customer's premises, Vero shall comply with all Customer policies, including, but not limited to, working hours and all safety and security regulations and policies in effect at Customer's facilities, provided such policies are provided to Vero with reasonable advance notice prior to Vero's entry upon the premises.

**12. Indemnification.** Each party ("Indemnitor") shall protect, defend, indemnify, and hold the other party ("Indemnitee") harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, punitive damages, liabilities, fines, penalties, losses, costs, and expenses, including without limitation, costs of a reasonable defense and reasonable attorneys' fees (each, a "Claim" and, collectively, the "Claims") arising out of or resulting from the negligence or willful misconduct of the Indemnitor resulting in personal injury, death, or damage or loss to tangible property. Customer may resell the Service to third parties, provided that Customer shall indemnify, defend and hold Vero harmless from any claims made against Vero or its affiliates arising from Services resold or otherwise provided by Customer.

**13. Force Majeure.** If either party's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, terrorist attacks and responses to such attacks, strikes, lockouts or work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, then such party shall be excused from such performance on a day to day basis to the extent of such prevention, restriction or interference. The party whose performance is affected shall use reasonable efforts under the circumstances to avoid and remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes cease. Customer's obligations to pay for Services already provided hereunder shall not be subject to a force majeure event.

**14. Confidentiality.** Except as required by law or stock exchange rule, the terms and conditions of this Agreement and all proprietary information exchanged by the parties and all documents referenced herein (including invoices) are confidential and shall not be disclosed without prior written consent of the other party.

**15. Work Product.** Any invention, work of authorship, trade secret, processes, know-how, technologies or ideas, including patents, copyrights and other intellectual property (collectively, "Property"), shall remain the property of the originating Party. If Vero or any employee, agent, or subcontractor of Vero develops or creates any Property, that Property shall be and remain the exclusive property of Vero and shall not be considered a work for hire. If Customer desires to make use of the Property, then Customer and Vero shall use their reasonable best efforts to negotiate for the license of the Property to Customer. Customer shall have no right to sell, lease, license or otherwise transfer, with or without consideration, any Property to any third party or permit any third party to reproduce or copy or otherwise use or see the Property in any form and shall use all reasonable efforts to ensure that no improper or unauthorized use of the Property is made. In addition, Customer shall not reverse engineer or de-compile any Property. Customer will promptly, upon termination of this Agreement or upon the request of Vero, deliver to Vero all such Property without retaining any copy or duplicate thereof.

**16. Independent Contractor.** In its performance under this Agreement, Vero shall be an independent contractor to Customer. The detailed manner and method of performing the work are under the sole control of Vero. Nothing in this Agreement shall constitute Vero as an employee, licensee, partner or agent of Customer, and Vero shall not hold itself out as such. Vero specifically agrees and understands that Vero shall not be entitled to any of the benefits which are available to Customer employees.

**17. Letter of Agency.** If applicable, upon the execution of this Agreement, Customer shall give Vero the limited authority to directly notify the appropriate vendor for the purpose as specifically identified in a letter mutually agreed upon by the parties ("Letter of Agency"). Customer may terminate the Letter of Agency at any time upon notice to Vero. If applicable, Customer shall also provide its vendors with a letter (with a copy to Vero) acknowledging Vero's role as Customer's agent solely as it relates to the purpose as specifically identified in such Letter of Agency. As soon as commercially practicable, Customer shall provide Vero with a copy of any contractual commitments between Customer and its vendor that Vero must be aware of or comply with in order to dispatch such vendor accordingly.

**18. Notices.** (a) All notices to be sent to a party pursuant to this Agreement shall be in writing and deemed to be effective upon (i) personal delivery, (ii) three (3) business days after mailing certified mail return receipt requested, (iii) on the day when the notice has been sent by facsimile if during business hours and followed by express mail priority next-day delivery, or (iv) in the case of invoices, upon the Due Date. In each case, the notice shall be sent to the individual identified in this Section 18 at the full business addresses of the other party as it appears herein. The effective date for any notice under this Agreement shall be the date of delivery of such notice, not the date of mailing. (b) The full business address for purposes of notice under this Section 18 as well as telephone voice and facsimile numbers shall be:

**IF TO VERO:**

Vero Fiber Networks, LLC  
Attn: Chief Legal Officer  
PO Box #1110  
Boulder CO 80306

**IF TO CUSTOMER:**

City of Farmers Branch  
Innovation & Technology  
13000 William Dodson Pkwy  
Farmers Branch TX 75234

or at such other address as may be designated in writing to the other party.

**19. Subcontracting.** Vero retains the right to subcontract any obligations hereunder without receiving the prior consent of Customer' provided however, Vero shall remain responsible for any Services supplied by a subcontractor.

**20. Publicity and References.** The Parties contemplate and agree that publication of information surrounding this Agreement may occur through press releases, articles, interviews, marketing materials, online materials, and/or speeches ("Publicity"). The content of any such Publicity will be mutually agreed upon and approved by both Parties prior to its publication, which approval shall not be unreasonably withheld. Routine references to the fact that Customer is a customer of Vero and the general nature of Services that Customer purchases under this Agreement are not considered Publicity for purposes of this Section, and Customer and Vero each authorize the other, during the term of this Agreement, to make such references.

**21. Non-Solicitation of Employees.** During performance of the Services and for a period of one (1) year following termination of the Agreement or completion of the Services, Customer agrees not to solicit, offer, promise employment to, or employ, in a position similar to the position the person held with Vero, any of Vero's personnel who perform Services under the Agreement for any reason, unless written consent is received from Vero. If a Vero employee who has provided service hereunder voluntarily terminates his or her employment with Vero within six (6) months of performing Services, Customer shall not solicit, offer, promise employment to, or employ such former Vero employee for six (6) months from the date of termination of employment. If a current or former Vero employee as described herein is employed during the restrictive periods set forth above, Customer shall promptly pay Vero twenty-five percent (25%) of the employee's base salary for expenses associated with replacing and training a new employee and not as a penalty.

**22. Order of Precedence.** In the event of conflict between the terms in this Agreement and the terms of any Exhibit A, the terms of Exhibit A will prevail.

**23. Miscellaneous.** (a) Neither party shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Vero, which shall not be unreasonably withheld; except that Vero may assign this Agreement to an affiliate without Customer's consent. (b) This Agreement shall be governed by the laws of the State of Colorado without regard to choice of law principles. (c) No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Agreement. (d) The provisions of this Agreement are for the benefit only of the parties hereto, and no third party may seek to enforce or benefit from these provisions. (e) If any term or provision of this Agreement shall be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then: (i) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent; and (ii) the remainder of this Agreement shall be valid and enforceable. (f) The failure of either party to enforce any provision hereof shall not constitute the permanent waiver of such provision. (g) No termination of this Agreement shall affect the rights or obligations of either party: (i) with respect to any payment for Services rendered before termination; or (ii) pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, including without limitation, indemnification and limitation of liability. (h) This Agreement, appurtenant exhibits and attachments, consist of all the terms and conditions contained herein. This Agreement constitutes the complete and exclusive statement of the understanding between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to Services provided hereunder. (i) This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. (j) The relationship between Customer and Vero shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes. (k) This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Facsimile signatures shall be sufficient to bind the parties to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

**VERO FIBER NETWORKS, LLC** ("Vero")

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**City of Farmers Branch TX** ("Customer")

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A-1**

**Statement of Work  
by  
Vero Fiber Networks, LLC**

**City of Farmers Branch Network Audit**

Vero will provide field resources to audit the City of Farmers Branch's conduit infrastructure and fiber assets. This includes identifying the locations, sizes, types, and conditions of City-owned vaults. Because the vaults may vary in size, manufacturer, and type, physically opening them will be necessary to verify ownership and assess condition. Conduit routes will be verified by attempting to locate cables or other locatable media when possible. Rodding and fish tape may be used to help locate or verify conduit routes. Alternatively, when accessible and required, crews may use sondes in existing ducts to trace and confirm duct paths.

All field findings will be recorded and compiled into accurate final documentation and provided to the city in KMZ format. The City has provided all known fiber records to date, which will be used to assist in identifying City-owned fiber and connection points. When visible, crews will document fiber part numbers from cable jackets, and fiber types will be identified within termination panels.

Access to City facilities will be required to reverse-engineer fiber routes leaving the buildings and, when necessary, to intrusively access the fiber for locating purposes to determine entry and exit points. This work is investigative only and does not include any repair or modification of the existing infrastructure.

**Optional Tracer Wire Installation:**

During the course of the audit, Vero will install tracer wire along the designated route solely where deemed applicable and at the direction of the City, for the purpose of facilitating future utility locating efforts. The labor costs associated with this installation are included within Vero's hourly rate below. Materials for tracer wire shall be invoiced separately at a rate of \$0.35 per linear foot.

**Pricing**

Description	Quantity (Hours)	Unit Price	Cost
Vero Network Audit (3-person crew)	280	\$300.00	\$84,000.00
Vero Engineering	35	\$110.00	\$3,850.00
Tracer Wire Installation (Optional)	36,960	\$0.35	\$12,936.00
Total			\$100,786.00

IN WITNESS WHEREOF, the parties have executed this Exhibit A-1 as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein:

**VERO FIBER NETWORKS, LLC ("Vero")**

**City of Farmers Branch TX ("Customer")**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_