

**Blue Plains Technology, LLC  
Master Services Agreement – Network Service Contract**

This master services agreement (the "Master agreement") is to be effective by and between Blue Plains Technology, LLC, with principal offices at 205 Jeanette Barrett Industrial Boulevard, Wetumpka, AL 36092 and City of Killeen ("Customer"), with principal offices at 101 N. College Street, Killeen, TX 76541. This Master Agreement is entered into as of \_\_\_\_\_, 2023.

Both parties desire to enter into this Master Agreement in order to set forth the general terms under which Blue Plains Technology, LLC is to provide the Customer with information technology network services. The network services are set forth in a quote executed by both parties (each "quote/proposal" or collectively the "quotes/proposals"), which shall be incorporated in this Master Agreement upon execution. This Master Agreement and each Work Order hereunder will only be effective after both parties, who have full power, authority and legal right to enter into and perform fully obligations under this Agreement; have signed each such respective document. Both Blue Plains Technology, LLC and the Customer each waive their right of subrogation against each other. The terms of this Master Agreement shall apply to each Work Order unless otherwise specified in such Work Order.

The parties hereby agree to the following:

1. Services.

During the service period, Blue Plains Technology, LLC. shall provide the service(s) to Customer at the site(s) identified in each Work Order/Quote (the "Service" or "Services"). In addition to complying with the terms of this Master Agreement, Blue Plains Technology, LLC agrees to provide Services in accordance with all performance criteria and standards set forth below:

- a. Contract will be awarded for a 36 month period.
- b. Renewals can be executed at the Customer's discretion provided:
  - i. Request to exercise renewal option is put in writing by the customer. (renewals may not exceed 3 years or the term of the original contract, whichever is longer)
  - ii. Terms and conditions as set forth in the initial contract and any written amendments signed by both parties remain the same.
  - iii. Renewal does not include any compensation for costs associated with the renewal.
  - iv. Renewal is contingent upon satisfactory performance evaluations by the customer.
- c. Service and Monthly Price (By Location) –

Serving CO:	415 N. 2 <sup>nd</sup> St., Killeen, TX 76541
Locations:	1. Transfer Station – 12200 TX-195 N Killeen TX, 76542
	2. Fire Station 8 – 415 N 2 <sup>nd</sup> St Killeen TX, 76541
	3. Water and Sewer – 805 W Jasper Dr Killeen TX, 76541
	4. COK – 101 E Avenue D Killeen TX, 76541
	5. Animal Control – 415 N 2 <sup>nd</sup> ST Killeen TX, 76541
	6. Branch Library – 3000 S W S Young Dr Killeen TX, 76542



## Metro Ethernet

Location	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
1	100Mbps Enhanced Ethernet – Classic	36 Months	\$612.50	\$0.00
1	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
2	100Mbps Enhanced Ethernet – Classic	36 Months	\$612.50	\$0.00
2	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
3	400Mbps Enhanced Ethernet – Classic	36 Months	\$850.00	\$0.00
3	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
4	1Gbps Enhanced Ethernet - Classic	36 Months	\$1,400.00	\$0.00
4	QoS Gold – per Mbps	36 Months	\$175.00	\$0.00
5	200Mbps Enhanced Ethernet – Classic	36 Months	\$650.00	\$0.00
5	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
6	200Mbps Enhanced Ethernet – Classic	36 Months	\$650.00	\$0.00
6	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
	<b>TOTAL</b>		<b>\$5,125.00</b>	<b>\$0.00</b>

### 2. Standard Payment Terms.

Pricing detail for the Services is set forth in the Service Agreement/Quote. Charges will begin to accrue upon the Customer Acceptance Date. The charges for the Services are categorized as MRCs or NRCs. Blue Plains Technology, LLC. will invoice Customer monthly for MRCs, and Blue Plains Technology will invoice Customer for NRCs as they are incurred. Customer's first invoice may include prorated charges. Promotional pricing and terms, or other pricing commitments contained in the Service Agreement will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Customer. Customer agrees to pay the total amount of each invoice, so that Blue Plains Technology receives such payment within 30 days of the invoice date.

To dispute the amount or accuracy of any invoice, Customer must notify Blue Plains Technology in writing no later than the due date of the invoice detailing the disputed charges. Credits will not be issued for any charges that are not disputed in writing by the due date of the first invoice containing the disputed charges. Notwithstanding any provision to the contrary herein contained, no payment due under the Service Agreement – whether disputed or undisputed – is subject to withholding, reduction, set-off or adjustment of any nature by Customer.

Invoice payments are due within 30 days. A 2.5% per month interest charge will be applied to late payments. After 90 days with no payment, service disconnect can occur. A standard \$500.00 reconnect fee will apply. Re-establishment of certain services cannot be guaranteed.

The pricing terms set forth in the Service Agreement do not include applicable federal, state and local taxes or regulatory fees, assessments, and surcharges (collectively, "Taxes and Fees"), and these Taxes and Fees are subject to change without notice during the Term of the Service Agreement. Customer is responsible for the payment of all such Taxes and Fees. Customer is also responsible for any charges from third parties that arise when Customer uses Customer's phone number as a billing mechanism for third-party services (such as 900 or other information charges). Should Customer request any third-party services, Customer agrees that Blue Plains Technology may release Customer's name and billing information directly to that third party so that it can bill Customer directly for those services.

Customer will be responsible for all expenses (including reasonable attorney's fees) incurred by Blue Plains Technology, LLC in collecting past due amounts.

### 3. Trouble Reports.

Blue Plains Technology, LLC will provide Customer with contact information the Customer may use/call to report problems. During Business Hours, Blue Plains Technology shall provide a telephone response to such problem calls within two (2) hours, and, if necessary, exercise



commercially reasonable efforts to provide a physical response within four (4) hours of receiving Customer's call reporting the problem. During non-business hours, Blue Plains Technology, LLC shall provide a telephonic response to such calls within twenty-four (24) hours, and, if necessary, exercise commercially reasonable efforts to provide a physical response within eight (8) hours of receiving Customer's call reporting the problem.

4. For Public Sector Customers, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

In the event of failure of the Public Sector customer to make payment hereunder as a result of partial unavailability of funds, at the time such payment is due, of such sufficient revenues of the Public Sector Customer to make such payment, the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

5. Suspension of Service; Termination; Breach.  
Customer shall be in default under this Master Agreement in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and fails to correct such non-compliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other non-compliance:

- a. Customer is more than thirty (30) days past due with respect to any payment required hereunder;
- b. Customer otherwise has failed to comply with the terms of this Master Agreement or any Work Order hereto:

In the event Customer is in default hereunder, Blue Plains Technology, LLC shall have the right, at its option, and in addition to any other remedies it may have, to (I) immediately suspend services to the Customer until such time as the underlying noncompliance has been corrected (without affecting Customer's on-going obligation to pay Blue Plains Technology, LLC the Service Fee as if such suspension of Service had not taken place); (II) terminate the applicable Work Order(s); or (III) after the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate this Master Agreement and/or any or all the applicable Work Orders.

6. Default by Blue Plains Technology, LLC  
Blue Plains Technology, LLC shall be in default under this Agreement if Blue Plains Technology, LLC fails to comply with the terms of this Agreement and/or any or all of the applicable Work Order(s), and Blue Plains Technology, LLC fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from the Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.

Customer shall have the right, at its option and in additions to any other remedies it may have, to terminate any applicable Work Order(s), if the underlying event of default and/or noncompliance by Blue Plains Technology, LLC is limited to Services provided under the applicable Work Order(s) or this Agreement, if such noncompliance is not so limited, provided that Blue Plains Technology, LLC diligent efforts to correct such breach are not commenced and pursued within 30 days after Blue Plains Technology, LLC receipt of a written notice from the Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

7. Blue Plains Technology, LLC hereby agrees to indemnify, hold harmless, and defend the Customer, its elected and appointed officials, employees, agents, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures, of any kind, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the terms, conditions, and performance of this Agreement, excepting only such claims, demands, causes, of action, lawsuits, liabilities, and costs solely attributable to the gross negligence or willful

misconduct of the Customer or its employees and agents. If any Litigation shall arise between Blue Plains Technology, LLC and the Customer it shall take place in Montgomery County, AL.

8. Notices.

Any notices to be given under this Master Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail (return receipt requested), to the following addresses:

If to Blue Plains Technology: Blue Plains Technology, LLC  
3300 Lancelot Court  
Pike Road, AL 36064  
Attn: Steven Meany

If to Customer: City of Killeen  
101 N College St  
Killeen, Texas 76541  
Attn: Information Technology

Each party may change its respective address(es) for legal notice hereunder by providing the other with notice in accordance herewith.

**NOW THEREFORE**, Blue Plains Technology, LLC and Customer agree to the terms and conditions included within this Master Agreement and hereby execute this Master Agreement by their duly authorized representatives.

Blue Plains Technology, LLC

By:

Name: Steven C. Meany

Title: President

Date:

June 28, 2023

City of Killeen

By:

Name: Kent Cagle

Title: City Manager

Date:



Attachment 1

SERVICE LEVEL AGREEMENT  
BY AND BETWEEN BLUE PLAINS TECHNOLOGY, LLC  
AND CITY OF KILLEEN,

DATED \_\_\_\_\_, 2023

(This Attachment 1 applies only to Managed Services.)

Blue Plains Technology, LLC operates and maintains an Operations Center. To report a suspected problem with your Service(s) call (334) 219-5482.

1. Trouble Reporting Process. Provide the following information when calling NOC:

- a. Company name
- b. Your name
- c. Your phone number
- d. Email Address
- e. Customer trouble ticket number (if applicable) Company Contact name and number
- f. Nature of observed trouble
- g. Is Service(s) released for testing?
- h. Time of trouble onset

Once our NOC representative has received all of this information, a Customer Trouble Ticket will be assigned and investigation of your report will begin. After the status of your report has been determined, the NOC will contact your designated contact individual to discuss the findings.

If necessary, Blue Plains Technology shall endeavor to have a maintenance employee at the Service Location requiring unscheduled maintenance work, within four (4) hours after the time Blue Plains Technology becomes aware of an event requiring such unscheduled maintenance, unless delayed by circumstances beyond the reasonable control of Blue Plains Technology. In the event that any maintenance hereunder requires a truck roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at Blue Plains Technology's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance. Such Customer personnel shall coordinate and cooperate with Blue Plains Technology in performing such maintenance as required of Blue Plains Technology hereunder. In event it is determined that any trouble resulting in a truck roll was necessitated/caused by Customer or its agents or contractors, Blue Plains Technology shall have the right to charge and Customer shall pay Blue Plains Technology's then current rates for such truck roll and associated work.

2. Operations Center Escalation List. The purpose of escalations is to ensure that adequate resources are mobilized quickly and tracked appropriately and that the underlying Service issue is resolved in the shortest possible time. To that end, the Blue Plains Technology Operations Center provides an escalation list to our customers and service partners for the purpose of escalations within the Blue Plains Technology Operations Center. Customer shall utilize the Blue Plains Technology Operations Center Escalation List, as updated from time to time, to report and seek immediate initial redress for Service exceptions observed/experienced. The current Blue Plains Technology Operations Center Escalation List is on the following page.



## BLUE PLAINS TECHNOLOGY, LLC OPERATIONS CENTER ESCALATION LIST

Table 1.

Escalation Level	Blue Plains Technology Operation Center: (833) 458-9510 Name/Title/Email	Contact Numbers
1st Level	Blue Plains Technology Operation Center	(833) 458-9510
2nd Level	Blue Plains Technology Operation Center Lead Engineer	(334) 219-5482

3. **Service Level Guarantee and Credits:** Blue Plains Technology will issue credit allowances for service outages as set forth below upon Customer' written request, which will appear on the next invoice following processing. A service outage begins when customer reports the outage to the appropriate Blue Plains Technology number (s) to open a trouble ticket or responds to an outage notification from Blue Plains Technology. The service outage ends when the affected circuit is fully operational upon confirmation by the end user or successful testing by Blue Plains Technology. No credits will be given for outages that are (a) caused by customer or an end user; (b) due to failure of power or equipment provided by customers or 3rd parties; (c) during any period in which Blue Plains Technology is not given access to the service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event. Services provisioned entirely on Blue Plains Technology Network will be credited at 1/1440 of the monthly recurring charges per 30 minute outage up to and including a 24-hour period, or if an outage is greater than 24 hours, at 1/144 of the monthly recurring charges per 3 hour outage. If 3 or more trouble tickets have been opened for a particular service in a 30-day period for Service Interruptions totaling an aggregate of 6 hours of Service Interruption in that 30 day period, and the cause of outage is determined to be in Blue Plains Network's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a Chronic Trouble Service. Customer may disconnect the Chronic Trouble Service without incurring a Termination Liability.

Performance Parameters	Objectives
Packet Delivery	99.99% from customer edge to Blue Plains Technology edge
In-Sequence Delivery	99.99% from customer edge to Blue Plains Technology edge
Latency	10 ms one-way customer edge to Blue Plains Technology edge
Jitter	5 ms one-way customer edge to Blue Plains Technology edge
Frame Loss Rate	99.99%
Network Service Availability	99.99%

4. **Service Level Agreements:** Blue Plains Technology shall perform in accordance with the following SLA:
- a. **Blue Plains Technology Edge:** Blue Plains Technology edge is the first routed hop beyond Blue Plains Technology owned routing hardware. This is the point at which it leaves the Blue Plains Technology network and enters the upstream providers' network. At this point Blue Plains Technology does not have control over the IP packet and cannot insure the integrity of the network.
  - b. **Port Availability:** Port availability for Internet Service is 99.99%. Port availability is a measurement of the total time that Internet Service is operative when measured over a thirty (30) day month (720 hour) period.
  - c. **Packet Delivery Ratio:** Blue Plains Technology Packet Delivery Ratio ("PDR") for the



Internet service 99.99%. The PDR is the measurement of the percentage of IP packets delivered between any Blue Plains Technology core IP/MPLS router and any other Blue Plains Technology IP/MPLS router on the Blue Plains Technology network average over a thirty (30) day month (720 hours) period. If customer's bandwidth is saturated, packet delivery cannot be guaranteed.

- d. Packet Transfer Delay: Blue Plains Technology Packet Transfer Delay ("PTD") for the Internet Service is twenty-five (25) milliseconds. The PTD is the measurement of the average round trip time over a thirty (30) day month (720 hour) period, required for a packet to travel between any Blue Plains Technology Core IP/MPLS router and any other Blue Plains Technology IP/MPLS router on the Blue Plains Technology network. Once a packet leaves the Blue Plains Technology network, deemed as the first routed hop beyond Blue Plains Technology network, no packet delivery can be guaranteed.
  - e. Quality of Service (QoS): Blue Plains Technology cannot insure that any Quality of Service (QoS) marking will be honored beyond the first routed hop past Blue Plains Technology network edge.
  - f. Speed Test Sites: Blue Plains Technology does not support any Internet speed test site results. Results other speed test site will not be considered at any time.
5. Preventative, Emergency and Demand Maintenance.
- a. "Preventative Maintenance" refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the service, including possible outages. Preventative Maintenance shall be undertaken only between the hours of 00:00:01 and 06:00:00 Local Time. Blue Plains Technology shall endeavor to provide at least three (3) days prior notice to the other Party of Preventative Maintenance.
  - b. Emergency Maintenance (Unscheduled Maintenance or Repair). "Emergency Maintenance" shall mean repair work not reasonably anticipated but which requires immediate action to restore network connectivity, use or efforts to correct network conditions that are likely to cause a material service outage, or address any issue reasonably observed as a threat to Blue Plains Technology resources (person, equipment or facility). Work to address an Emergency Maintenance situation may degrade the quality of or cause outages in the services. Blue Plains Technology may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. Blue Plains Technology shall provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances, and when reasonably possible, in advance. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and will take necessary steps to notify key personnel internally in order for Blue Plains Technology to correct or repair the affected area.
  - c. Demand Maintenance. "Demand Maintenance" is work necessary to restore service to one or more end-users of Blue Plains Technology and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. Blue Plains Technology may undertake Demand Maintenance immediately. Blue Plains Technology shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.
  - d. Notification. Blue Plains Technology shall provide Customer with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification and telephone:



Customer:      Name: Willie Resto  
                    E-Mail: wresto@killeentexas.gov  
                    Phone: (254)501-7891

Customer shall notify Blue Plains Technology of any failure, interruption or impairment of the Service, or any event imminently likely to cause the failure, interruption or impairment in the operation of Service for which it is aware.

Additionally. Customer shall notify Blue Plains Technology in advance any time Customer has knowledge that another person or entity is anticipated to engage in construction activities or otherwise dig within five (5) feet of the Cable.

Blue Plains Technology  
Email: support@blueplains.tech.com  
Phone: (833) 458-9510

Customer shall have the right to be present, at its sole cost and expense, during the performance of any Maintenance so long as this requirement does not interfere with Blue Plains Technology's ability to perform its obligations under this Agreement. In the event that Maintenance is canceled or delayed for whatever reason as previously notified, Blue Plains Technology shall notify Customer at Blue Plains Technology's earliest opportunity and will comply with the provisions of the previous sentence to reschedule any delayed activity.



**MSA Work Order #1**  
**Blue Plains Technology / City of Killeen**

**GENERAL INFORMATION:**

Company Name: Blue Plains Technology, LLC  
Company Address: 205 Jeanette Barrett Industrial Blvd.  
Contact: Steve Meany  
Telephone Number: (334) 219-5482  
Email Address: Smeany@blueplaintech.com

**SERVICE CHANGE:**

Service Change will affect network services as described in Attachment A and the Master Services Agreement for City of Killeen.

**DESCRIPTION OF NEW SERVICE:**

Network service - \$5,125.00 monthly for 36 months.

See "Attachment A, Work Order" list of site(s) for proposed Gbps, MRC and NRC.

One time installation total \$0.00.

**TERMS**

This Work Order will be on the same terms as stated in the network service master services agreement.

IN WITNESS WHEREOF, the parties have caused this Work Order #1 to be executed by and through their respective duly authorized representatives.

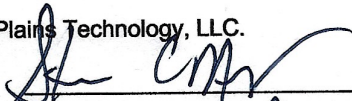
Blue Plains Technology, LLC.

By: \_\_\_\_\_

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

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

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

  
STEVEN C MEANY  
PRESIDENT  
June 28, 2023

City of Killeen

By: \_\_\_\_\_

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

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

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

Kent Cagle  
City Manager



MSA Work Order #1  
Attachment A  
City of Killeen

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Locations:	1. Transfer Station – 12200 TX-195 N Killeen TX, 76542
	2. Fire Station 8 – 415 N 2 <sup>nd</sup> St Killeen TX, 76541
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**Metro Ethernet**

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2	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
3	400Mbps Enhanced Ethernet – Classic	36 Months	\$850.00	\$0.00
3	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
4	1Gbps Enhanced Ethernet - Classic	36 Months	\$1,400.00	\$0.00
4	QoS Gold – per Mbps	36 Months	\$175.00	\$0.00
5	200Mbps Enhanced Ethernet – Classic	36 Months	\$650.00	\$0.00
5	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
6	200Mbps Enhanced Ethernet – Classic	36 Months	\$650.00	\$0.00
6	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
	TOTAL		\$5,125.00	\$0.00