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## MEMORANDUM OF AGREEMENT

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This Memorandum of Agreement, (hereinafter referred to as "MOA") by and between Connected Nation, Inc. by and through its wholly-owned subsidiary, Connect Iowa, LLC (hereinafter referred to as "Vendor" or "CN") and the State of Iowa, Iowa Economic Development Authority (hereinafter referred to as "Iowa"), is to extend the Iowa broadband programs as defined herein.

**WHEREAS**, Connect Iowa has provided broadband leadership programs to the state of Iowa pursuant to the federal State Broadband Initiatives program ("SBI"), and;

**WHEREAS**, the SBI program concludes in January, 2015 with no further federal funding available, but the State of Iowa desires to use state funds to contract with Vendor to continue these state broadband leadership programs collectively known as "Connect Iowa".

**NOW, THEREFORE**, in full, complete and sufficient consideration of the terms and conditions contained herein, the Parties agree as follows:

### TERMS AND CONDITIONS

1. **Scope of Services to be provided.** The scope of services to be provided pursuant to this agreement is contained in the attached Exhibit A, State Broadband Leadership Program Scope of Work.

2. **Other Terms and Conditions**

**Term.** The term of this agreement will extend from January 15, 2015 through September 30, 2015 unless extended with written consent from both parties. The Parties acknowledge, however, that the primary deliverables pursuant to this agreement will be completed by June 30, 2015, with the balance of the term to be reserved for project close out related activities.

**Modification and Amendment.** This MOA may be modified only by a written amendment executed by all parties hereto made and executed prior to the expiration of the Term of this MOA.

**Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this MOA shall be in writing and shall be hand-delivered, sent via overnight courier service, or by first class mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address as set forth below or to such other party, or address as may be hereafter specified by written notice:

If to Iowa:

If to CN:

Thomas W. Ferree  
President and COO,  
Connected Nation, Inc.  
P.O. Box 3448  
Bowling Green, KY 42102-3448  
Phone: (270) 781-4320  
cc: General Counsel at same address

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date same is delivered in person, or on the date said notice is placed in a postage prepaid envelope for delivery by the United States Postal Service, via certified mail, return receipt requested.

**Status.** The Vendor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. Vendor warrants and represents that it has complied with all applicable federal, state, and local laws regarding business permits, licenses, taxes, and otherwise that may be required for it to perform the services set forth in this Agreement.

**Terms of Payment.** In exchange for services rendered, Vendor will be paid a total of \$730,506. The Vendor shall submit an invoice monthly by the 10th of the month for the current month's activities, as outlined in the attached payment schedule, labeled Exhibit B, Bridge Payment Schedule. Iowa will pay the Vendor's invoice via check or direct deposit within 30 days of invoice receipt.

**Taxes.** Neither federal, state, or local income taxes, nor any other payroll taxes of any kind, shall be withheld or paid by Iowa on behalf of the Vendor or any of Vendor's subcontractors. In accordance with the terms of this Agreement and the understanding of the Parties herein, Vendor shall not be treated as an

employee with respect to the services performed hereunder for federal, state, or local tax purposes.

**Intellectual Property.** The parties agree that there is no express nor implied grant of any kind of license for any intellectual property belonging to the other party including but not limited to the use of logos and other trademarks, copyrighted materials, trade secrets, and all other intellectual property, except as for such limited and non-exclusive purposes as may be needed for compliance with the provisions outlined herein, and then only after written notification to and written permission from the owner of the intellectual property, prior to use of the property. CN shall retain ownership of any works created by it during the course of this project.

**Confidential Information.** CN may request Confidential Information belonging to third parties in fulfillment of the scope of work as outlined herein. CN will utilize nondisclosure agreements to secure and preserve the confidentiality of this third party information. The State acknowledges that such Confidential Information will not and can not be provided to the State pursuant to the Contractor's applicable non-disclosure data sharing agreements with third parties. The parties will immediately advise the other of any pending disclosure made or requested to be made under State law, legal action, injunction, court order or other such document which may attempt to force compulsory disclosure of any Confidential Information gathered as a part of this Agreement prior to the Party making any such disclosure or legal answer so that the Parties may either comply with the request or defend their respective interest in attempting to prevent such disclosure if appropriate.

**Force Majeure.** The obligations of the parties to this MOA are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics, terrorist attacks or any other similar cause.

**Successors and Assigns.** The terms and conditions of this MOA shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto.

**Completeness.** This MOA is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This MOA supersedes any



and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

**Severability.** If any terms and conditions of this MOA are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this MOA are declared severable.


**Mutual Efforts in Drafting Agreement.** The parties expressly state and agree that each has been equally and actively involved in the drafting and revision of this MOA, having arrived at its final form together through mutual efforts. The rule of contracts drafting wherein ambiguities shall be construed against the drafting party is hereby waived by both parties.

**Acceptance of Terms and Conditions.** By executing this MOA, both parties agree to adhere to all terms and conditions stated in this MOA and to all terms and conditions stated in all documents incorporated by reference.

IN WITNESS WHEREOF, the aforesated Parties acknowledge and agree to the MOA as provided for herein.

**The State of Iowa, Iowa Economic  
Development Authority**

**Connected Nation, Inc.**

By: 

By: 

Name: R. Grimm

Name: Thomas W. Ferree

Title: COO / General Counsel

Title: President & COO

Date: 2/2/15

Date: 01/28/15

## EXHIBIT B

### Connect Iowa

Bridge Payment Schedule <i>Payments due the 1<sup>st</sup> day of each month</i>	February	March	April	May	June	TOTALS
<b>CONNECTED LEADERSHIP</b>						
Connected Community Engagement Program	\$62,803	\$62,803	\$62,803	\$62,803	\$62,803	\$314,016
STEM Broadband Committee Leadership, Policy and Support	\$7,177	\$7,177	\$7,177	\$7,177	\$7,177	\$35,885
Private Sector Technology Engagement	\$6,321	\$6,321	\$6,321	\$6,321	\$6,321	\$31,605
Local Capacity Support	\$11,390	\$11,390	\$11,390	\$11,390	\$11,390	\$56,950
						<b>\$438,456</b>
<b>CONNECTED SOLUTIONS</b>						
Community Solutions Support, Outreach and Awareness	\$21,851	\$21,851	\$21,851	\$21,851	\$21,851	\$109,256
<b>CONNECTED INSIGHTS</b>						
Data Collection, mapping, analytics	\$21,376	\$21,376	\$29,452	\$32,019	\$10,441	\$114,664
MyConnectView Maintenance, Updates, Support	\$4,083	\$4,083	\$4,083	\$4,083	\$4,083	\$20,415
Monthly Policy Briefings	\$2,362	\$2,362	\$2,362	\$2,362	\$2,362	\$11,810
Research White Papers	\$10,000		\$10,000		\$10,000	\$30,000
Policy On Call service	\$1,181	\$1,181	\$1,181	\$1,181	\$1,181	\$5,905
						<b>\$182,794</b>
<b>TOTAL</b>	\$148,544	\$138,544	\$156,620	\$149,187	\$137,609	<b>\$730,506</b>



**EXHIBIT A**  
**STATE BROADBAND LEADERSHIP PROGRAM**  
**SCOPE OF WORK**

Connect Iowa has proudly embraced Governor Branstad's invitation to provide leadership for his broadband initiatives. This public-private partnership model provides state-based leadership to bring the power of technology to communities all across our state. The following scope of work defines the program objectives and primary deliverables during the term January 15, 2015 through June 30, 2015.

**Connected Leadership:**

- Maintain the Connected Community Engagement leadership program in the state by prioritizing support and service to the 37 active communities and adding up to an additional 8 communities during the contract term.
- Provide executive leadership, policy and staffing support for the state's STEM Broadband Committee at the direction of the Committee co-chairs for all STEM Broadband Committee meetings and other meetings as reasonably necessary to advance the STEM Broadband Committee's priorities.
- Continue serving as a state's technology development catalyst by bridging connections between state and community technology development needs and private sector businesses, including webinars, newsletters and other events that leverage private sector technology investment for community benefit.
- Continue Connect Iowa's local and regional technology leadership capacity building efforts through dedicated staff supporting Iowa communities.

Connected Leadership Budget

\$438,456

**Connected Solutions:**

- Onboard a Connect Iowa Community Solutions Manager to provide technical assistance to local communities as they convert their Connected Community plans into action, beginning at the grassroots, local community level.
- Optimize efficiencies and accelerate local technology development efforts by having Connect Iowa continue serving as the state's clearinghouse and centralized knowledge-base on local broadband technology initiatives, and share these insights through regular broad-based communications (website, blog, etc.) and direct, local interventions.

Connected Solutions Budget

\$109,256

**Connected Insights:**

- Preserve broadband data collection, mapping and analytics, including provider outreach and data updates from the 202 currently involved broadband providers in the state for one data collection cycle, consistent with the approach taken under the federal State Broadband Initiatives mapping program.





- Maintain real-time availability of broadband data and analytics during the term of this Agreement through the My ConnectView interactive mapping and analytics platform, as well as annual publication of the hard copy broadband maps.
- Provide monthly policy briefings to the Iowa Office of Chief Information Officer and/or the Governor's Office on federal technology policy trends and actions by the Federal Communications Commission that may be relevant and impact Iowa Broadband Planning.
- Provide annual broadband technology research and trends analysis for the state in the form of no less than three policy trends whitepaper reports on national technology trends.
- "Policy On Call" - real-time, local, state, and federal policy support on relevant, emerging issues from as a neutral advocate for Iowa's technology assets in the global economy.

Connected Insights Budget

\$182,794

**The total contract amount for the Connect Iowa program as outlined in the above scope totals \$730,506.**

**Payments to be made monthly in accordance with the budget and payment schedule attached in Exhibit B.**

Governor Brandstad's strong support of the Connect Iowa program to-date has been pivotal to the success this public-private initiative. By providing state level leadership that translates to grassroots impact, Connect Iowa has helped state and community leaders forge the right mix of public and private interests which align to accelerate growth and technology competitiveness in the state.

This scope of work will preserve the foundation of the federal investment in Iowa's broadband leadership programs while advancing Governor Brandstad's vision to Connect Every Iowan.