

## CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") effective \_\_\_\_\_, by and between Uptown Services, LLC, a Colorado Corporation with its principal place of business at 7324 Cortez Lane, Boulder, CO 80303 ("Uptown") and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ ("Client").

WHEREAS, Client is desirous of obtaining technical advice and counseling concerning telecommunications and Uptown is uniquely skilled for rendering this advice and counseling for the benefit of Client;

In consideration of good and valuable consideration the receipt and sufficing of which are hereby acknowledged, Uptown and Client agree as follows:

1. Each task to be performed by Uptown pursuant to this Agreement shall be set forth in a proposal to be attached to this Agreement as an Addendum hereto.
2. Each proposal shall contain a description of the task to be performed by Uptown, the fee to be paid to Uptown for the work performed pursuant to the proposal, the anticipated completion date(s) of the task and such other terms and conditions as the Parties shall determine,
3. At all times during the performance of this Agreement and thereafter, Client will hold in strict confidence and will not disclose any of Uptown's Proprietary Information, except as required by law. The term "Proprietary Information" as used herein shall mean any and all confidential and/or proprietary knowledge, data or analysis provided by Uptown to Client, including spreadsheets, financial models, cost information, strategic planning documents, pricing, processes, formula, data, programs, designs, or the skill, knowledge know-how and experience of Uptown, its agents and employees. Uptown shall retain all right, title and interest in and to all presently developed analysis, models, techniques, and recommendations developed by Uptown.
4. At all times during the performance of this Agreement and thereafter, Uptown, will hold in strict confidence and will not disclose any of Client's Proprietary Information, except as such disclosure may be required in connection with any task or work performed for Client or in any legal proceeding, or unless an officer of Client expressly authorizes such disclosure.
5. Uptown neither assumes nor accepts any liability to Client or its customers with respect to the quality or sufficiency of any results achieved by the use of the services contemplated herein or the related work product furnished to Client.

6. Uptown assumes no liability in contract, tort, strict liability or otherwise, to Client exceeding the amount actually paid to Uptown by Client pursuant to this Agreement, nor shall Uptown be liable for any indirect, special or consequential damages to Client. Each party shall indemnify, defend, release, and hold harmless the other party from and against any action, claim, court cost, damage, demand, expense, liability, loss penalty, proceeding, or suit, together with related attorney's fees and costs, (collectively "Claims") for misrepresentations made under this or related to this Agreement or any Supplement, damage to property or personal injuries, including death, as a result of an intentional or negligent act or omission on the part of the indemnifying party in connection with the performance of this Agreement.

7. This Agreement shall be interpreted and enforced in accordance with the laws of the State of \_\_\_\_\_.

8. If any Notice is to be provided pursuant to the terms of this Agreement, such Notice shall be in writing and shall be hand delivered against a receipt or sent by postage prepaid, registered or certified mail, return receipt requested, as follows:

a) If to Uptown, to:

Uptown Services, LLC  
Attn. Neil V. Shaw, Principal  
7324 Cortez Lane  
Boulder, CO 80303

b) If to Client, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. This Agreement will be binding upon the Parties heirs, executors, administrators and other legal representatives, successors, and assigns.

13. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect. Such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. The non-disclosure provisions of this Agreement shall survive the termination of the Agreement, regardless of the reason for termination.

15. No waiver by Uptown of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Uptown of any right under this Agreement shall be construed as a waiver of any other right. Uptown shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

16. This Agreement contains all the terms and conditions agreed on by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or bind any of the parties, and any modification to this Agreement shall be in writing signed by both parties hereto.

Uptown Services, LLC

Board of Public Utilities

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

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

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

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

Title: Principal

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

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

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