



**SIXTH AMENDMENT  
TO THE  
LINKING AGREEMENT  
BETWEEN  
THE TOWN OF PARADISE VALLEY  
AND  
LEVEL 7 TECHNOLOGIES LLC**

THIS SIXTH AMENDMENT TO THE LINKING AGREEMENT (this “Amendment”) is entered into as of \_\_\_\_\_, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Level 7 Technologies, LLC, an Arizona limited liability company dba Aspen Technologies (the “Contractor”). The Town and the Contractor are the only parties to this Amendment; each is an individual “Party,” and together they are the “Parties.”

RECITALS

A. The Parties entered into the Linking Agreement No. CON-25-0360-POL, dated February 21, 2025, for the Contractor to install, test, and warrant communications cabling systems, and amended it on February 21, 2025, April 8, 2025, June 17, 2025, August 22, 2025, and March 13, 2026, to extend the term, add services, and increase the Contractor’s compensation (the original Linking Agreement and prior amendments collectively constituting the “Agreement”).

B. The Town has determined that additional services by the Contractor are necessary (the “Additional Services”).

C. The Parties desire to enter into this Amendment to (i) modify the scope of work to include the Additional Services, and (ii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Amendment have the same meanings as contained in the Agreement.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in Quote No. 26-26004C, attached hereto as Exhibit 1 and incorporated herein by reference (the “Additional Scope of Work”).

3. Compensation. The Town shall increase the compensation to the Contractor by \$23,213.59 for the Additional Services at the rates set forth in the Additional Scope of Work, resulting in an increase of the combined not-to-exceed compensation from \$95,780.96 to \$118,994.55.

4. Effect of Amendment. The Agreement is affirmed and ratified, and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

6. Conflict of Interest. This Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

7. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date and year first set forth above.

**“Town”**

TOWN OF PARADISE VALLEY,  
an Arizona municipal corporation

\_\_\_\_\_  
Andrew Ching, Town Manager

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld P.L.C.

**“Contractor”**

LEVEL 7 TECHNOLOGIES, LLC,  
an Arizona limited liability company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

EXHIBIT 1  
TO  
SIXTH AMENDMENT  
TO THE  
LINKING AGREEMENT  
BETWEEN  
THE TOWN OF PARADISE VALLEY  
AND  
LEVEL 7 TECHNOLOGIES LLC

[Amended Scope of Work]

See following pages.



**Project Cost Estimate**

**05/26/2026**

Company: Paradise Valley  
 Project: Conduit Pathway Repair  
 Quote # 26-26004C

Thank you for the opportunity to provide you with a cost estimate to repair communications cabling pathway. Assumptions have been made to reflect quantities and install standards based on the previous project installation guidelines and directions.

**1. Backbone Communications Cabling Pathway Repair:**

- 1.1. Private Property Utility Locating, Work Area Protection / Barricades, Rod & Locate. for Damage Point of Existing 3" Conduit. Excavate, Intercept & Repair Damaged Conduit, Clear & Clean Repaired 3" Conduit Pathway.
- 1.2. If Required: Remove & Restore Asphalt, Slurry, Backfill, Trench Shoring, Steel Plate Rental
- 1.3. If Required: Remove & Restore Landscaping

**Pricing for Solution:**

Client: <u>Paradise Valley</u>	
Project: <u>Conduit Pathway Repair</u>	
Date: <u>05/26/2026</u>	
Proposal # 26-26004C	
<u>Description</u>	<u>Totals</u>
Base Package Pricing	\$23,213.59

Please reference the proposal number on all purchase orders and correspondence.

**PAYMENT TERMS:**

- 50% of the total contract price due before the job starts; and the balance billed monthly based on Aspen Technologies' estimated percentage of completion, which will include work performed, materials installed & stored materials as of the month end.
- Invoices shall be due within 15 days of the invoice date. Past due invoices are subject to a LATE PAYMENT SERVICE CHARGE computed at 2% per month.
- Aspen Technologies has the right to file a grievance/violation with the Register of Contractors should any item arise during the contract.
- In case of a delay or material price increase, or equipment during the performance of the contract through no fault of Aspen Technologies, the Contract Sum, time of completion, or contract requirements shall be equitably adjusted by Change Order.

**Sales Tax:** Unless otherwise noted the proposed price **does not** include Sales Tax. Sales Tax will be charged on the invoices if applicable.

**Proposal Period:** This proposal is **valid for 30 days**.

**Project Scope:** The project scope outlined herein represents Aspen Technologies' understanding and interpretation of the subject project. All pricing is based on this defined scope. Any changes to the project scope will result in corresponding adjustments to pricing. Alterations or deviations from the specified scope that involve additional costs will only be executed upon receipt of written authorization and may result in charges beyond the proposed price.

**Work Hours:** All work will be performed during normal business hours. No overtime labor has been included or allotted for in this proposal at this time.

**Job Site Requirements:** The customer shall provide Aspen Technologies' installation and operations personnel with full and unrestricted access to all work areas as needed to perform the scope of work. Any delays caused by restricted access or other site-related issues will result in additional billing at Aspen Technologies' standard labor rates.

Aspen Technologies will remove all job-related debris upon project completion. Any fixtures or furniture moved by Aspen Technologies personnel during work will be returned to their original locations prior to job completion.

**Project Schedule:** Aspen Technologies will make all reasonable efforts to adhere to the installation and performance dates indicated herein. However, Aspen Technologies shall not be held liable for delays in performance due to unforeseen circumstances or causes beyond its control, including but not limited to adverse weather, strikes, lockouts, riots, wars, fires, acts of God, accidents, supplier or customer delays, material shortages, cost increases, or compliance with laws or regulations.

Performance obligations shall be considered suspended during, and extended for, any period of delay caused by such circumstances. Aspen Technologies remains responsible only for delays directly attributable to its own actions or omissions.

**Warranties; Damage; Liability:** All materials shall conform to the specified requirements, and all work will be completed in a professional manner consistent with standard installation practices. All materials and labor provided by Aspen Technologies are warranted for one (1) year, or as otherwise extended per the specific manufacturer or solution warranty. Repairs of customer-provided materials will be performed on a time-and-materials basis.

Aspen Technologies' obligations and the customer's remedies under this warranty are limited, at Aspen Technologies' option, to the repair or replacement of materials or labor found to be defective within the warranty period. Aspen Technologies reserves the right to reject any warranty claim not promptly reported, or involving items that have been altered, abused, or misused by parties other than Aspen Technologies.

Any repairs requested by the customer that fall outside the terms of this warranty may be performed by Aspen Technologies on a time-and-materials basis at its prevailing rates.

No warranties extend beyond those expressly stated herein. Under no circumstances shall Aspen Technologies be liable for incidental, consequential, special, or punitive damages. Aspen Technologies' total liability, if any, shall not exceed the total amount paid by the customer for products and services under this agreement.

**Confidentiality:** All information provided by Aspen Technologies in connection with this proposal—including, but not limited to, descriptions of work to be performed and parts lists—is proprietary and confidential. The customer agrees to treat all such information as confidential and shall not, without Aspen Technologies' prior written consent, disclose such information to third parties or use it for any purpose other than evaluating the proposal contained herein.