



**IN-BUILDING SERVICE ENHANCEMENT AGREEMENT**

<b>Customer</b>	<b>AT&amp;T</b>
City and County of Denver, Technology Services Street Address: 210 West Colfax Ave. City: Denver State/Province: CO Zip Code: 80202 Country: USA	AT&T Mobility National Accounts LLC
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Contact (for notices)</b>
Name: Myron Kissinger Title: IT Administrator Street Address: 1930 35 <sup>th</sup> St. City: Denver State/Province: CO Zip Code: 80216 Country: USA Telephone: 720-865-0050 Fax: 720-865-0051 Email: Myron.kissinger@denvergov.org	Street Address: P.O. Box 97061 City: Redmond State/Province: WA Zip Code: 98073 Country: USA Attn: Offer, Development & Negotiation  With a copy to: AT&T Legal Facsimile Number: 908-532-1263  (If via overnight delivery) 16331 NE 72nd Way, RTC 1 Redmond, WA 98052 Attn: Offer, Development & Negotiation

**Effective Date:** \_\_\_\_\_  
(To be completed by AT&T only)

This In-Building Service Enhancement Agreement (“ISE Agreement”) is between the customer named above (“Customer”) and the AT&T entity named above (“AT&T”). AT&T and Customer are, at times, referred to herein individually as a “Party” and together as the “Parties”.

AT&T and Customer are parties to the Wireless Service Agreement pursuant to which AT&T provides Customer with Service. As a supplement to that Service, Customer wants AT&T to provide enhanced RF coverage from the Network to certain Premises. AT&T is willing to provide a System to help enable such enhanced RF coverage pursuant to the terms and conditions of this ISE Agreement.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**1. Definitions.**

**1.1** “**Affiliate**” of AT&T means any entity that controls, is controlled by, or is under common control with AT&T.

**1.2** “**Base Station**” means an AT&T-owned base transceiver station that generates RF, and any related equipment.

**1.3** “**COAM**” means Customer owned and maintained and AT&T approved.

**1.4** “**Distributed Antenna System**” or “**DAS**” means AT&T-owned or COAM antennas mounted on the interior of a building that can provide enhanced RF coverage to the interior of the building, the corresponding electronics, and the cabling and distribution systems required to connect the antennas to the electronics, but excluding any Customer-owned cabling and distribution systems in Customer’s facilities on the Premises.

**1.5** “**FCC**” means the Federal Communications Commission.

**1.6** “**Frequency**” or “**Frequencies**” means the frequencies for which an AT&T affiliate holds a license from the FCC for use in providing wireless telecommunication services and features.

**1.7** “**Hazardous Materials**” means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety.

**1.8** “**Interference**” means undesired RF energy that can degrade the quality of Service on licensed frequencies, which may result in distorted conversations, dropped calls, and blocked calls for AT&T’s licensed affiliates or other carriers.

**1.9** “**Modifications**” means any modifications, enhancements, expansions, upgrades, adjustments, shut-downs, disablements, or other changes to a System or any component thereof.

**1.10** “**Network**” means the AT&T infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.

**1.11** “**Premises**” means the individual, physical locations identified in Exhibit A, including its sub-exhibits, all of which are attached hereto and incorporated herein by reference (collectively, “Exhibit A”).

**1.12** “**Repeater**” means an AT&T-owned or COAM bi-directional amplifier, and any related equipment.

**1.13** “**RF**” means radio frequency.

**1.14** “**Section**” and “**§**” mean sections of this ISE Agreement, unless otherwise noted.

**1.15** “**Service**” means commercial mobile radio service, including without limitation wireless voice telecommunications services and wireless data telecommunications services, all as more fully described in the Wireless Service Agreement.

**1.16** “**System**” means a customized in-building wireless radio telecommunications system comprised of one or more Base Station(s) or Repeater(s) (as applicable), the DAS, any related transmission facilities and any related equipment and cabling that will be installed for use on the Premises, as further described for each particular Premises in Exhibit A, to enable enhanced RF coverage from the Network.

**1.17** “**Wireless Service Agreement**” means participation under the State of Colorado Participation Addendum under the Western States Contracting Alliance Agreement #1907 between AT&T Mobility National Accounts LLC and the State of Colorado dated November 7, 2012

## 2. Systems and Premises.

**2.1 Identification.** The Parties acknowledge and agree that a unique System will be required for each of the Premises identified in Exhibit A. Customer understands and agrees that each System impacts Network capacity and performance, and that, due to the nature of RF, each System may not provide coverage for the entire corresponding Premises. These Premises will be identified in sub-Exhibits to Exhibit A as "Premises 1", "Premises 2" and so on. Similarly, the corresponding Systems, along with any installation fees, equipment removal fees, and other System-specific issues will be described in these sub-Exhibits. The Parties further acknowledge and agree that they may add additional Systems to existing Premises, or add new Premises in the future, by mutually agreed upon amendment. Unless otherwise set forth in Exhibit A, all terms and conditions of this ISE Agreement apply to each and all such Systems and Premises. In that regard, to the extent of any material conflict, the terms and conditions of Exhibit A take precedence over the terms and conditions of the remainder of this ISE Agreement.

**2.2 Installation.** AT&T will install each System on the corresponding Premises in accordance with the corresponding System designs. Related installation fees for the System(s), if any, are set forth in Exhibit A.

**2.3 Maintenance.** If a System does not include a COAM DAS or COAM Repeater, then AT&T will maintain that System at AT&T's expense. If the System does include a COAM DAS or COAM Repeater, then Customer will maintain any such COAM DAS and/or COAM Repeater at Customer's expense and AT&T will maintain the remaining AT&T-owned System components, as applicable, at AT&T's expense. Notwithstanding the foregoing, AT&T will not maintain nor will it pay for any cabling and distribution systems related to a System damaged by Customer.

**2.4 Modification.** Customer understands and agrees that with reasonable prior notification to Customer (a) AT&T may, in its sole discretion, make Modifications; and (b) any such Modifications may require additional space and consume additional power at the Premises. Furthermore, Customer will use reasonable good faith efforts to not change the Premises or Customer's use of the Premises in any way that interferes with the Frequencies, any System, or the Network. If (i) a planned Modification involves an expansion of the System or otherwise requires additional space and/or power and Customer objects to the Modification due to space limitations; or (ii) Customer changes the Premises or use of the Premises that interferes with the Frequencies, any System or the Network; and (iii) no reasonable solution can be found, then AT&T may, at its option (A) disable or shut down the impacted System at any time, and/or (B) remove the System in accordance with §6.3. Any Customer-proposed Modifications to a System are subject to AT&T's prior written approval, and, if approved, will be implemented by AT&T at Customer's sole expense. Nothing in this Section will affect AT&T's rights under §2.8.

**2.5 Ownership.** FCC regulations require AT&T to maintain sole control over any transmitting device that operates within AT&T's assigned Frequencies. The Parties agree that except with respect to a COAM DAS or COAM Repeater (if applicable): (a) Customer does not have, and will not acquire through this ISE Agreement or the Wireless Service Agreement, any proprietary or ownership rights or interest in any System, the Network, AT&T's cell sites and related components, the Frequencies, or the public revenues associated with the Service or a System, (b) each System, and all corresponding components, are and will remain the property of AT&T, and (c) AT&T will have the right to install, operate, maintain and remove any System in its sole discretion at AT&T's expense. AT&T has no proprietary or ownership rights in the Premises or Customer's facilities, including Customer-owned cabling and distribution systems, including the COAM DAS and/or COAM Repeater (if applicable) used as part of a System installation

**2.5.1 Monitoring.** Due to AT&T's ownership rights and FCC requirements, AT&T has the right to monitor the operation of a System twenty-four hours per day, seven days per week, in order to determine System performance and to ensure that Customer and/or a System does not cause Interference to other AT&T customers or their users, the Network, transmission facilities or other equipment. Access during certain hours may require Customer notification. AT&T will determine the cause of such Interference and may, at its option, disable or shut down such System until AT&T is able to determine and eliminate the cause of the Interference. In the event AT&T intends to exercise its option to disable or shut down a System, then AT&T will provide Customer reasonable notice of the related processes.

**2.5.2 Non-Exclusive Use of Base Station(s).** Customer understands, acknowledges and agrees that, if a System includes one or more Base Stations, Customer's right to use the Base Station(s) is non-exclusive. AT&T may use any and all such Base Stations in connection with one or more separate customer's(s') Systems.

**2.6 Connectivity.** Customer understands and agrees that if a System includes a Base Station, then the Base Station requires connectivity to the Network via telephone company transport facilities, and AT&T will provide such connectivity at AT&T's expense.

**2.7 AT&T Access.** When accessing the Premises to complete any necessary installation, maintenance, repair, replacement, removal or other Modifications of any System, AT&T will be subject to Customer's reasonable security procedures and protocol, and at no cost to AT&T.

**2.8 Use of Third Parties.** Customer understands that AT&T may install, maintain, make Modifications to, monitor, remove and otherwise provide and operate a System under this ISE Agreement using AT&T's Affiliates and/or third party subcontractors, and, accordingly, all references to "AT&T" in this ISE Agreement shall include any such Affiliates and subcontractors.

**3. Customer Responsibilities.** Customer represents, warrants, and agrees that:

(a) The Base Station must have access to the MPOE for back haul connections to the AT&T Network. Customer to also provide a pathway or conduit for the back haul connection from the street to the MPOE. Customer to provide any core drilling or building penetrations. Customer will provide an existing or a new roof penetration and cable access through conduit for the GPS antenna which will be located on the roof of the building.

(b) Except as otherwise set forth in §2.6, and after consultation and with the consent of Customer, Customer will provide to AT&T, at no cost to AT&T, any conduit, holes, including without limitation any roof penetrations, wire-ways, wiring, plans, power/utilities and other items reasonably required to allow AT&T to install, repair, maintain, replace, remove, make Modifications to, and/or operate the corresponding System, Furthermore, if necessary, Customer will ensure the telecom circuit is extended from the demarcation point to the location of the Base Station;

(c) Customer will provide to AT&T, at no cost to AT&T, space in and on the corresponding Premises in accordance with Exhibit A that is sufficient, climate controlled, and in such a condition that will allow AT&T to install, repair, maintain, replace, remove, make Modifications to (subject to §2.4), and/or operate the corresponding System;

(d) Customer will ensure that the Premises at which AT&T installs and maintains a System is a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at any Premises that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials;

(e) Customer will identify and make available to AT&T an authorized Customer representative to notify for gaining access to all Systems, and will provide AT&T with access to all Systems and any COAM DAS and/or any COAM Repeater as follows:

(1) Standard business hours for installation, maintenance, removal, replacement and certain Modifications (as reasonably determined by AT&T); and

(2) Twenty-four (24) hours per day, seven (7) days per week for repairs and certain Modifications (as reasonably determined by AT&T).

(f) Customer will ensure that all installation, modification, handling, maintenance, repair, removal of, and/or Modification to a System are performed solely by AT&T;

(g) Customer will not allow any other wireless carrier to use the System or any component thereof;

(h) Customer will be solely responsible for all costs to repair a System from damage caused by acts or omissions of Customer, its agents, employees, contractors, or invitees;

(i) Customer will be solely responsible for all costs associated with moving a System within the corresponding Premises, or to a new location, if such move is done at Customer's request, subject to AT&T's written approval which will not be unreasonably withheld;

(j) Customer will not install or operate a Repeater on any Premises to broadcast the Frequencies without AT&T's consent; and

(k) Customer will notify AT&T of its intent to vacate any Premises at least sixty (60) days prior to such vacancy.

**4. Term.** This ISE Agreement begins on the Effective Date and continues for three <3> consecutive years (the "Initial Term"). After the Initial Term, this ISE Agreement will automatically renew for additional, successive one (1) year periods (each, a "Renewal Term") unless either Party gives the other Party notice of its intent not to renew at least ninety (90) days prior to the end of the then current term.

**5. Default.** If either Party fails to perform or observe any material term or condition of this ISE Agreement within thirty (30) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the ISE Agreement. No such failure, however, will be deemed to exist if a Party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. In addition, a Party will be in default of the ISE Agreement if (i) such Party makes a general assignment for the benefit of its creditors, (ii) a receiver is appointed for that Party due to its insolvency, (iii) that Party initiates a voluntary bankruptcy proceeding, (iv) that Party's creditors initiate a bankruptcy proceeding against that Party and such proceeding is continuing and not dismissed or discharged for sixty (60) days. Customer will also be in default of this ISE Agreement if it is in default of the Wireless Service Agreement or the Wireless Service Agreement is terminated.

## **6. Termination; Remedies.**

**6.1 Termination by Either Party.** If a Party is in default of the ISE Agreement under Section 5 hereof, then the other Party may terminate this ISE Agreement and exercise any and all other remedies available at law or in equity. If AT&T terminates the Agreement under §6.1 it will also have the immediate right to shut down any and all Systems.

**6.2 Termination by AT&T.** AT&T may immediately terminate this ISE Agreement, exercise any and all other remedies available at law or in equity, and shut down any and all applicable Systems under the following circumstances:

**6.2.1 Regulatory Change.** In the event the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects AT&T's ability to fulfill its obligations hereunder.

**6.2.2 Interference.** In the event AT&T is unable to eliminate the cause of any Interference identified pursuant to §2.8, regardless of the cause.

**6.2.3 Vacancy.** In the event Customer vacates any Premises.

**6.3 Equipment Removal.** Upon termination of this ISE Agreement for any reason, AT&T has the additional right to enter the Premises and remove any and all Systems upon reasonable notice to Customer, provided, however that AT&T's rights under §6.3 extend only to the corresponding Premises.

**6.4 Equipment Removal Fee.** To the extent any equipment removal fees apply at a specific Premise, they are detailed in Exhibit A and Customer must pay such equipment removal fees. Furthermore,

equipment removal fees detailed in Exhibit A may apply if (a) AT&T terminates the ISE Agreement under §6.1; (b) AT&T terminates the ISE Agreement pursuant to §6.2.2 where AT&T determines that the Interference is caused by Customer or its use of the Premises; and/or (c) AT&T terminates the ISE Agreement pursuant to §6.2.3.

## **7. Disclaimers and Limitations of Liability.**

**7.1 Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS (a) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR (b) ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY OR COVERAGE.

### **7.2. Limitation of Liability.**

(a) AT&T will not be liable for any damages, arising out of or relating to mistakes, omissions, interruptions, delays, errors or defects in the System(s).

(b) Section 7.2(a) will not apply to (i) settlement, defense or payment obligations under §8 (Third Party Claims), or (ii) bodily injury, death or damage to real or tangible property directly caused by AT&T's gross negligence or willful misconduct.

(c) EXCEPT FOR settlement, defense or payment obligations under §8 (Third Party Claims), Neither party will be liable TO THE OTHER PARTY for any INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR special damages, including WITHOUT LIMITATION DAMAGES FOR lost profits, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

**7.3 Additional Limitations of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SYSTEM WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USER'S, OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK OR SYSTEMS.

**7.4 Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this ISE Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether or not damages were foreseeable, and will apply so as to limit the liability of each Party and its affiliates, and their respective employees, directors, subcontractors and suppliers.

**8. Third Party Claims.** AT&T agrees to indemnify, defend and hold harmless the City and its employees, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of third party claims for damage to tangible personal property and/or personal injuries (including death) arising out of or relating to the work performed under this Agreement except to the extent such Claims have been specifically determined by the trier of fact to be caused by the negligence or willful misconduct of the Customer ("Claims"). AT&T's duty to defend and indemnify Customer shall arise at the time written notice of the Claim is first provided to Customer regardless of

whether Claimant has filed suit on the Claim. AT&T shall defend any and all Claims which may be brought or threatened against Customer and shall pay on behalf of Customer any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of Customer will be in addition to any other legal remedies available to Customer and will not be the Customer's exclusive remedy. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the AT&T under the terms of this indemnification obligation. AT&T is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the Customer's protection. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

## **9. Miscellaneous.**

**9.1 Force Majeure.** AT&T will not be liable for any delay, failure in performance, loss or damage due to fire, explosion, lightning, pest damage, power surge or failures, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, products, or transportation facilities, fuel or energy shortages, acts or omissions of Customer, other communications carriers, suppliers or subcontractors, outages associated with compliance with any existing or yet to be enacted law, building code requirement or other regulatory mandate, or other causes beyond AT&T's control, whether or not similar to the foregoing.

**9.2 Notices.** All notices and other communications required or permitted under this ISE Agreement must be in writing and will be deemed to have been duly made and received when personally served or when mailed by overnight delivery service or certified mail, postage prepaid, return receipt requested, to the Parties' addresses set forth on the cover page. Each Party may change its address on thirty (30) days' written notice.

**9.3 Governing Law.** The Agreement will be construed and enforced in accordance with applicable federal law and the laws of the State of Colorado

**9.4 Assignment.** This ISE Agreement may not be assigned by either Party without the prior written consent of the other and such consent will not be unreasonably withheld. However, either Party may, without the other Party's consent, assign this ISE Agreement to an affiliate or to any entity that acquires substantially all of the Party's business or stock and AT&T may assign its right to receive payments hereunder. Subject to the foregoing, this ISE Agreement will be binding upon the assignees of the respective Parties.

**9.5 Third Party Beneficiaries.** Other than as expressly set forth herein, this ISE Agreement will not be deemed to provide any third parties with any remedy, claim, right of action, or other right.

**9.6 Severability.** If any portion of this ISE Agreement is found to be unenforceable, the remaining portions will remain in effect and the Parties will begin negotiations for a replacement of the invalid or unenforceable portion.

**9.7 Survival.** The terms and provisions of this ISE Agreement that by their nature require performance by either Party after the termination or expiration of this ISE Agreement, including, but not limited to, limitations of liability and exclusions of damages, will be and remain enforceable notwithstanding such termination or expiration of this ISE Agreement for any reason whatsoever.

**9.8 Legal Relationship.** This ISE Agreement does not render either Party the agent or legal representative of the other Party and does not create a partnership or joint venture between AT&T and Customer. Neither Party will have any authority to agree for or bind the other Party in any manner whatsoever.

**9.9 Waiver.** No waiver of any of the provisions of this ISE Agreement will be binding unless it is in writing and signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this ISE Agreement will not constitute a waiver of any provision.

**9.10 Publicity.** Neither Party will issue a news release, public announcement, advertisement, or other form of publicity concerning the substance of this ISE Agreement without obtaining the prior written approval of the other Party, which may be withheld in the other Party's sole discretion.

**9.11 Waiver of Jury Trial.** Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this ISE Agreement or the transactions it contemplates.

**9.12 Entire Agreement.** This ISE Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral. No change, modification or waiver of any of the terms of this ISE Agreement will be binding unless made in writing signed by both Parties.

**9.13 No Discrimination in Employment.** In connection with the performance of work under the Agreement, AT&T may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability.

**9.14 Electronic Signatures and Electronic Records.** AT&T consents to the use of electronic signatures by the Customer. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the Customer in the manner specified by the Customer. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original

**9.16 Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the Customer's maximum payment obligation will not exceed ZERO DOLLARS (\$00) (the "Maximum Contract Amount"). The Customer's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The Customer does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Customer.



# EXHIBIT A

## Premises

## EXHIBIT A-1

### Premises 1

**A. Location.**

201 W. Colfax Ave., Denver CO

**B. Installation Fee.**

Amount: \$0

**C. Equipment Removal Fee(s).**

The equipment removal fee for the System located at Premises 1 is determined in accordance with the table below.

**Equipment Removal Fee(s)**

System Type	During 1st Year of Initial Term	During 2nd Year of Initial Term	During Remainder of Initial Term
Base Station-enabled	\$0	\$0	\$0

**D. System-Related Funding Provided by AT&T.**

Amount: \$100,000

**E. Special Notes.**

AT&T Mobility Responsibilities:

- Install an LTE Base Station to replace the current 2G Base Station.
- Procure transportation facilities (Ethernet) to connect the Base Station to the AT&T Network.
- AT&T has provided and will maintain the distributed antenna system (DAS) infrastructure.

Customer Responsibilities:

- Provide space, power and cooling for the AT&T base stations.
- Customer will report any trouble with the installed system by calling the help desk at 800-317-0935.

**Contract Control Number:** TECHS-201627295-00

**Contractor Name:** AT&T Mobility National Accounts LLC

By: Jack Wildermuth

Name: Jack Wildermuth  
(please print)

Title: Senior Contract Manager  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

