

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 16-214-R
AMENDMENT NUMBER 1**

This **Amendment Number 1** is made on October 16, 2020 by the County and amends Agreement Number **16-214-R** ("Main Agreement") dated August 26, 2016 between **AT&T Corporation** ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

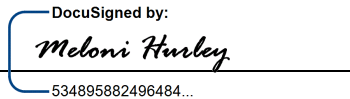
- 1. ADD AN IN-BUILDING SOLUTION AND ENHANCEMENT AGREEMENT PER ATTACHMENT 1 (ATTACHED) AND PARAGRAPH 9 OF ATTACHMENT A.**

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AT&T CORPORATION

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 

NAME: Meloni Hurley

NAME: Mark Flister

TITLE: Assistant Purchasing Agent

TITLE: Sr. Contract Manager

DATE: 10/22/2020

DATE: 11/06/2020



20201022-8827

ATTACHMENT 1

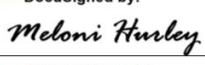
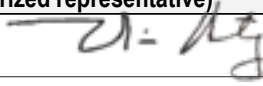
AT&T Location Acct ID: 29784794604

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

Customer	AT&T
Customer Legal Business Name: Arlington County Government Street Address: 1435 N Courthouse Rd. City: Arlington State/Province: VA Zip Code: 22201-2640 Country: USA	AT&T Mobility National Accounts LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Kevin Dolan Title: Director of Networking and Telecommunications Street Address: 2100 North Clarendon Blvd, Suite 610 (if different from above) City: Arlington State/Province: VA Zip Code: 22201 Country: USA Telephone: 703-228-0799 Email: kdolan@arlingtonva.us	Name: Michael Santorios Street Address: 3033 Chain Bridge Rd. City: Oakton State/Province: VA Zip Code: 22184 Country: USA Telephone: (703) 810-9115 Email: michael.santorios@att.com Sales/Branch Manager: Asif Iqbal SCVP Name: Chris Gray Sales Strata: State, Local and Education East With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

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". This ISE Agreement is effective on the date the last party signs (the "ISE Agreement Effective Date").

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 the AT&T-owned components of a System to help enable such enhanced RF coverage pursuant to the terms and conditions of this ISE Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:  DocuSigned by: 534895882496484 Meloni Hurley	By: 
Name: Meloni Hurley	Name: Marianna Armstrong
Title: Assistant Purchasing Agent	Title: Contract Specialist - Tech-M
Date: 10/22/2020	Date: 22 Oct 2020 dk587p

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

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 ("BTS") (e.g., BBU, eNode-b, Node-b, mRBS, mRRUS, PicoCell, Microcell, Macrocell) or any other device that generates RF.

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, the cabling, and any distribution system required to connect the antennas to the electronics.

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 **"LAN" means** Local-Area-Network, which is a system that has networking equipment and/or computers in close proximity to each other capable of communicating, sharing resources and information.

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

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

1.12 **"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").

1.13 **"Repeater"** means an AT&T-owned or COAM bi-directional amplifier.

1.14 **"RF"** means radio frequency.

1.15 **"Section" and "§"** mean sections of this ISE Agreement, unless otherwise noted.

1.16 **"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.

1.17 **"Small-Cell"** means a high capacity, low power small cell radio that generates RF for the purpose of extending Network coverage.

1.18 **"System"** means a customized in-building wireless radio telecommunications system comprised of one or more Base Station(s) or Small Cell or Repeater(s) (as applicable), the DAS (AT&T-owned or COAM), 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.

1.19 **"Transport"** means the public telecommunications infrastructure that permits telecommunications between and among defined Network termination points. (e.g., Ethernet, Power over Ethernet, Microwave).

1.20 **"WAN"** means Wide Area Network, a private or public network service generally provided by a telecommunications carrier that connects LANs across diverse geographic regions.

1.21 **"Wireless Service Agreement"** means that certain Wireless Digital & Data Services, Associated Services/Equipment Contract #4400006674, as amended, between AT&T and Fairfax County Public Schools effective July 1, 2016.

1.22 **"Wi-Fi"** means a technology that allows electronic devices to connect to a wireless LAN network and has Access Points and Controllers.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

2. Term.

This Agreement will continue in effect so long as AT&T provides any AT&T-owned component of a System pursuant to Exhibits to this ISE Agreement.

3. Systems and Premises.

3.1 Identification. The Parties acknowledge and agree that a unique System will be required for each of the Premises identified in Exhibit A. 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 written 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.

3.2 Design. Each System may include a corresponding design to be mutually agreed by the Parties (each, a "Design"). If applicable, the Design will be attached hereto and incorporated herein as Exhibit B.

3.3 Installation. AT&T will install the AT&T-owned components of each System on the corresponding Premises in accordance with the corresponding System design(s). Related installation fees for the System(s), if any, are set forth in Exhibit A.

3.4 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 the 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.

3.4.1 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.

3.5 Maintenance and Monitoring. 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 related to a System damaged by Customer. 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. AT&T will determine the cause of any Interference it identifies in the vicinity of a System 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.

3.6 Capacity and Modification. Customer understands and agrees that a System impacts Network capacity and performance, and that, due to the nature of RF, a System may not provide coverage for the entire corresponding Premises. Customer will use reasonable good faith efforts not to change the Premises or Customer's use of the Premises in any way that interferes with the Frequencies, any System, or the Network. Customer understands and agrees that with reasonable prior notification to Customer (a) AT&T may, in its sole discretion, propose and make Modifications to the System at AT&T's Expense; and (b) any such Modifications may require additional space and consume additional power at the Premises. Furthermore, If (i) a planned Modification involves an expansion of the System or otherwise requires additional space and/or power or (ii) the DAS is COAM and does not support the Modification; and/or (iii) Customer objects to the Modification; or (iv) Customer changes the Premises or use of the Premises in a manner that interferes with the Frequencies, a System or the Network; and (v) 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 AT&T-owned portions of the System in accordance with §6.3. Any Customer-proposed Modifications or COAM DAS expansions to a System are subject to AT&T's prior written approval, and, if approved, will be implemented at Customer's sole expense by an AT&T authorized vendor. Nothing in this Section will affect AT&T's rights under §3.8.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

3.7 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. Customer understands and agrees Small-Cells require Transport. If Customer is responsible to provide Transport it must be available on a twenty four (24) hour, seven (7) day a week basis and maintained in good condition and repair. Customer acknowledges and agrees that failure to support the provision of the Transport as set forth herein will prevent the System from operating.

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

3.9 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 will include any such Affiliates and subcontractors.

4. Customer Responsibilities. Customer represents, warrants, and agrees that:

(a) Customer will obtain, prior to installation and at no cost to AT&T, all required approvals, licenses, permits, right of way, permitted use and consents from any and all applicable parties (including but not limited to landlords) to allow AT&T to install, maintain, repair, replace, remove, make Modifications to, and/or operate a System on the corresponding Premises. For clarification, AT&T will obtain, at no additional cost to Customer, all approvals, licenses, permits and consents required by the FCC, the respective State Public Utilities Commission or any other regulatory agency for the operation of the AT&T-owned components of the System;

(b) Except as otherwise set forth in Section 3.7 (Connectivity), Customer will provide to AT&T, at no cost to AT&T, any conduit, holes (including without limitation any roof penetrations), wire ways, fiber wiring between buildings and floors, power/utilities and other items reasonably required to allow AT&T to install, repair, maintain, replace, remove, make Modifications to, and/or operate a System. Customer is responsible for any necessary extension of the telecom/data circuit from the demarcation point to the location where a Base Station or Small-Cell is deployed. Moreover, Customer agrees to reasonably cooperate with AT&T with the provision of such items, including but not limited to Transport, within a reasonable time;

(c) Customer will provide to AT&T, at Customer's sole cost, all electrical circuits and electricity, 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 §3.5), 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 it does not create or bring to the Premises;

(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 or an AT&T approved subcontractor;

(g) Customer will not allow any other wireless carrier to use an AT&T-owned System or any AT&T-owned component of a System;

(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 a remodeling of a premises that alters the DAS and/or with moving a System within the corresponding Premises to a new location, if such move is done at Customer's request, and all such moves will be 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;

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

(l) Customer will provide rack space within its tenant space in the corresponding Premises; and

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

(m) To the extent it deems necessary, Customer will provide escorts when any AT&T personnel or agent is on the corresponding Premises in accordance with the ISE Agreement at no cost to AT&T.

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, 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 AT&T-owned components of the System(s).

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 §3.6.1 Monitoring, regardless of the cause.

6.2.3 Vacancy. In the event Customer vacates any Premises.

6.2.4 Operations. In the event AT&T experiences a significant loss of Customer provided power or Transport.

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 AT&T-owned System or AT&T-owned component of a System 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 or §6.2.4.

7. Limitations of Liability and Disclaimers.

7.1 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 7.1(a) will not apply to (i) settlement, defense or payment obligations under §8 (Third-Party Claims).

(c) AT&T's liability for bodily injury, death or damage to real or tangible property directly caused by AT&T's negligence or willful misconduct is limited to proven direct damages.

(d) EXCEPT FOR SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER §8 (THIRD-PARTY CLAIMS), OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT 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.

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7.2 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.

7.3 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.

7.4 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 Customer and its parent company, affiliates, employees, directors, 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 property and/or personal injuries (including death) arising out of the negligent or willful act or omission of AT&T. The following procedures will apply to any indemnification obligation under §8: (a) Customer will promptly notify AT&T in writing of any claim or suit; (b) AT&T will have sole control of the defense or settlement; provided, however, that AT&T will not enter into any settlement that obligates Customer to make an admission of guilt, or incur any expense for which Customer is not indemnified, without Customer's prior written consent, which will not be unreasonably withheld; (c) Customer will have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any claim or suit; and (d) Customer will provide reasonable cooperation to AT&T at AT&T's expense.

9. Compliance with FCC Rules and Regulations. AT&T is a wireless carrier that uses federally licensed spectrum and is subject to rules and regulations of the Federal Communications Commission (FCC). The FCC has published specific regulatory guidelines as to the maximum permissible exposure (MPE) of radio frequency (RF) emissions. In connection with AT&T's installation of the equipment to be installed pursuant to this ISE Agreement at Customer locations, there may be circumstances when applicable FCC rules require AT&T to implement precautionary measures to implement safety protections for the benefit of the public relating to RF emissions. These include but are not limited to the placement of visible signage and/or physical barriers near the equipment's antenna. Customer hereby grants and/or will obtain for AT&T the right to post all required signage, place all barriers and otherwise comply with the applicable FCC regulations at all locations where AT&T installs the equipment to be installed pursuant to this ISE Agreement.

10. Marketing Assistance. In consideration of AT&T's investment in the ISE equipment to be installed and maintained by AT&T at Customer's location(s) under this ISE Agreement, Customer agrees to participate with AT&T marketing activities directed toward Customer employees and contractors who individually subscribe to mobility services ("IRUs") and work at such locations.

11. Miscellaneous.

11.1 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

11.2 Notices. Any required notices under this ISE Agreement will be in writing and will be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice will be sent to the office of the recipient set forth on the cover page of this ISE Agreement or to such other office or recipient as designated in writing from time to time.

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11.3 Governing Law. This ISE Agreement will be governed by the law of the Commonwealth of Virginia, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

11.4 Assignment and Subcontracting.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this ISE Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this ISE Agreement to an AT&T Affiliate. In no other case may this ISE Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party will remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third-party work to be performed under this ISE Agreement but will remain financially responsible for the performance of such obligations.

11.5 No Third-Party Beneficiaries. This ISE Agreement is for the benefit of Customer and AT&T and does not provide any third-party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

11.6 Severability. If any portion of this ISE Agreement is found to be invalid or unenforceable or if, notwithstanding Section 11.3 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

11.7 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.

11.8 Independent Contractor. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

11.9 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this ISE Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this ISE Agreement will not operate as a waiver of any other breach of this ISE Agreement.

11.10 Publicity. Neither party may issue any public statements or announcements relating to the terms of this ISE Agreement or to the provision of Services without the prior written consent of the other party.

11.11 Dispute Resolution. The parties agree to exercise their best efforts to settle any dispute arising out of or related to this ISE Agreement through good faith negotiation.

11.12 Entire Agreement. This ISE Agreement constitutes the entire agreement between the parties with respect to its subject matter. This ISE Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the subject matter or the rights and obligations concerning the same, and the parties disclaim any reliance thereon. This ISE Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or order forms.

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EXHIBIT A

Premises

Exhibit(s) A -1, attached below.

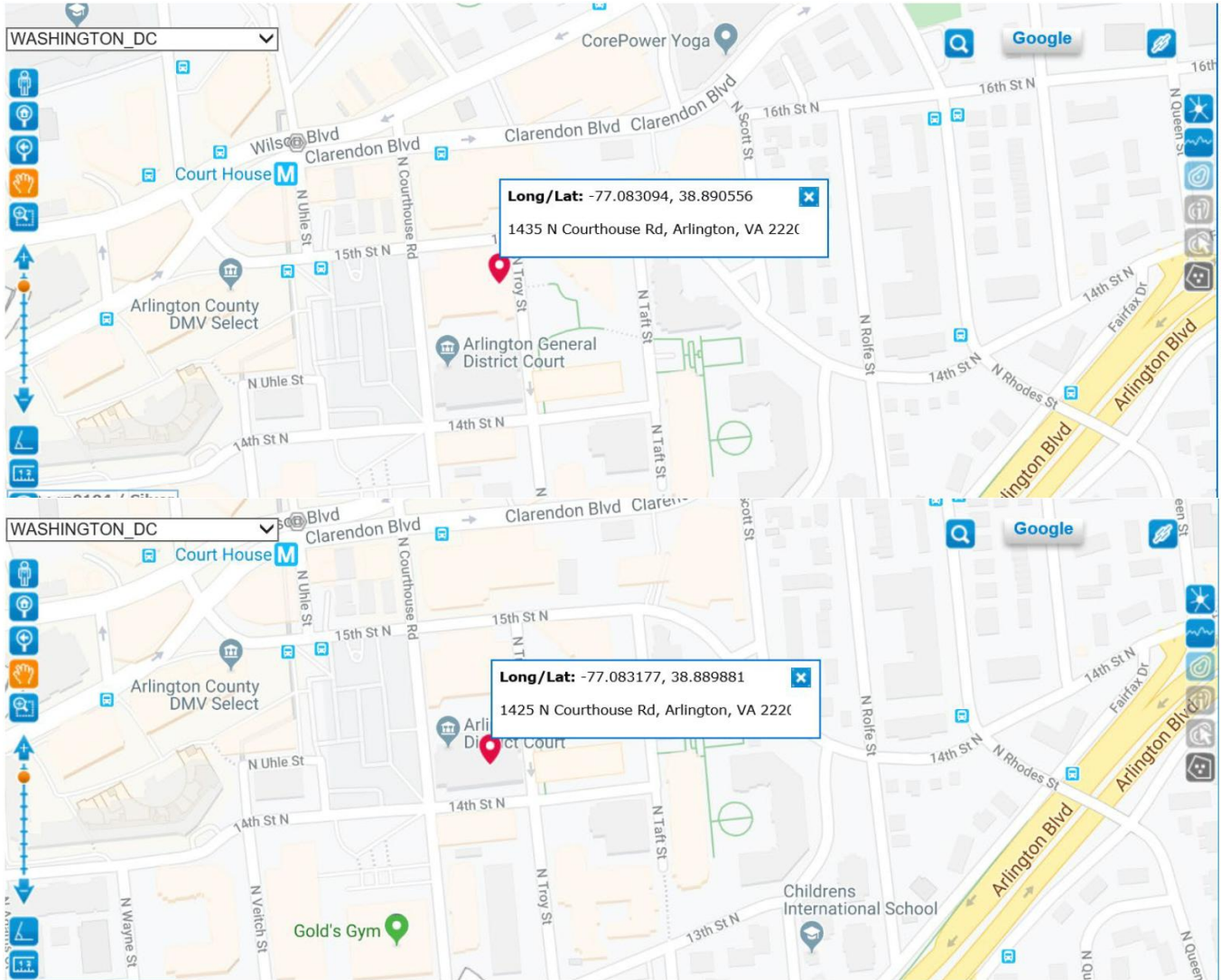


EXHIBIT A -1

Premises 1

A. Location.

Physical address of Premises: **1435 and 1425 N Courthouse Rd. Arlington, VA 22201**

B. Installation Fee.

Amount: **\$ 0**

C. Equipment Removal Fee(s).

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The equipment removal fee for the AT&T-owned components of the System located at Premises above is determined in accordance with the table below.

System Type	During 1st Year Following the ISE Agreement Effective Date	During 2nd Year Following the ISE Agreement Effective Date	During 3rd Year Following the ISE Agreement Effective Date	After 3rd Year Following the ISE Agreement Effective Date
Base Station Enabled	\$ 18,750.00	\$ 12,500.00	\$ 6,250.00	\$0.00

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

Amount: \$ 125,000

E. Special Notes.

- AT&T will provide Transport for all Base Stations at Premises 1. AT&T Base Station will be located in 1435 N. Courthouse Rd. in room with Customer-owned DAS headend.
- Customer provided fiber will connect DAS from 1435 to 1425 N. Courthouse Rd.
- Electrical circuits: Project expected to need three (3) 15 AMP/208 Volt circuits with L-6 Twist Lock Termination at the first rack location with grounding unless otherwise indicated by AT&T Construction.
- In connection with Section 4(b) of the ISE Agreement a conduit for the GPS antenna will be required on the roof of the building housing the Base Station at no cost to AT&T.

Customer shall report any trouble on the installed System via the help desk: 800-317-0935.