

Provider Agreement

- 1. Parties; Effective Date.** This Provider Agreement (“Agreement”) is between Washtenaw County, a Michigan municipal corporation (the “County”) and the undersigned entity (the “Provider”). This Agreement is effective on the date last signed by the parties (the “Effective Date”).

- 2. Nature and Purpose of Agreement.**
 - 2.1 County and others have launched an initiative called “Wireless Washtenaw” (the “Initiative”), with the goal of providing a wireless broadband network for the urban, suburban and rural settings throughout Washtenaw County (the “Network”). The Initiative and Network are more fully described in Schedule 1 to this Agreement.

 - 2.2 In connection with the Initiative, the County and various governmental entities and others within Washtenaw County (collectively, “Participants”) have committed to provide access to and/or use of certain of their parcels of land, buildings, structures, rights of way and other assets to the County. Each Participant has or will execute a Master Participation Agreement with the County under which each Participant will grant the County all necessary leases, authorizations, licenses, rights and authority to permit the County to enter into this Agreement with Provider to construct, operate and maintain the Network and provide the associated wireless Internet service. Upon request, County will provide Provider with executed copies of all such Master Participation Agreements. Provider understands that the Master Participation Agreements may not all be exactly the same and understands that it is responsible for determining what differences, if any, exist between Master Participation Agreement as they apply to specific Participants. In the event of any conflict between this Agreement and any Master Participation Agreement, the terms of the Master Participation Agreement shall govern as to the specific Participant.

 - 2.3 For the purposes of this Agreement, except where expressly indicated to the contrary, or dictated by context: (a) the term “Participant” includes the County; and (b) the term “Participant” is only applicable to a Participant in relation to its own Assets, not Assets belonging to another Participant.

- 3. Participant Assets and Grant of Rights.**
 - 3.1 Participants are the owners of the parcels of land, buildings, structures, and other public assets described in Schedule 2 to this Agreement. Participants also have control over the use of certain streets, alleys, and other public rights of way within their respective boundaries. The streets, alleys and other public rights of way, along with the land, buildings, structures and other public assets described in Schedule 2, shall be referred to herein collectively as the “Assets”. Additional Participant Assets may be added to this Agreement by written amendment to Schedule 2 agreed to between Provider and County. In addition, Provider acknowledges and agrees that after the Network is fully operational throughout Washtenaw County, any Participant may remove its Assets from Schedule 2 if they are not being utilized for the Initiative, provided that: (a) Participant gives County

not less than ninety (90) days prior written notice of its intent to remove such Assets; and (b) Participant reasonably considers any request by County to have such Assets remain on Schedule 2 if County perceives the need for such Assets. Anything else in this Agreement to the contrary notwithstanding, Provider may determine which Assets and/or Facilities will be used, and may elect to, at its sole cost and expense, acquire, construct, operate and/or maintain new and/or additional Facilities.

- 3.2 Subject to the terms and restrictions of Schedule 2 and this Agreement, and subject to any other restrictions imposed by law, County hereby grants to Provider the rights, licenses, permissions, privileges, powers and authority necessary and appropriate to permit Provider to access and use of the Assets solely for the installation, operation and maintenance of radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto (collectively, the “Facilities”), solely for use in the provision of wireless radio frequency communications services for the Initiative. In addition, County grants Provider, and its agents, employees, contractors, guests, subcontractors and invitees, such non-exclusive rights for pedestrian and vehicular ingress and egress and parking across that portion of the Assets described in Schedule 2 as is reasonably necessary to facilitate said installation, operation and maintenance of the Facilities in accordance with the terms of Schedule 2 and this Agreement.
- 3.3 Subject to the terms and restrictions of Schedule 2 and this Agreement, the rights granted in this Section 3 include, without limitation, the right for Provider to do the following:
- (a) to enter upon and/or review and inspect the Assets for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings and other reasonably necessary tests;
 - (b) to enter upon the Assets for the purposes of constructing, operating and maintaining the Facilities; and
 - (c) to do all work necessary to prepare, maintain and alter the Assets for the Provider’s business operations and to install transmission lines connecting the antennas to the transmitters and receivers.
- 3.4 The rights granted Provider in this Section 3 are exclusive (excluding public rights of way) so long as the Network and associated wireless Internet service for the Initiative meet the minimum criteria set forth in Schedule 1. As such, neither County nor any Participant shall franchise, license, lease or otherwise permit access to and/or use of any of the Assets listed in Schedule 2 for wireless broadband services during the Term of this Agreement, including all Renewal Terms (defined below). Notwithstanding the foregoing, the restrictions of this Section 3.4 shall not apply to (a) any use of the Assets for wireless broadband services which pre-dates the Effective Date of this Agreement; and/or (b) any use of the Assets by County and/or any Participant to establish a wireless broadband network for its own purposes.

3.5 Provider shall use the Assets only for the purposes of the Initiative, and for no other purpose and/or service; provided that this Section 3.5 shall not be construed to prevent Provider from using public streets, alleys and other public rights of way available to other residents and/or business in Washtenaw County. All rights in any Assets not expressly granted to Provider in this Agreement are retained by each Participant.

4. General Terms.

4.1 Provider shall conduct the pilots for the Network, and shall install, operate and maintain the Facilities and Network, in compliance with the terms of this Agreement, including Schedule 1 and Schedule 2 to this Agreement. Failure by Provider to comply with this Section shall constitute a material breach of this Agreement. However, nothing in this Agreement requires Provider to use any one or more Assets to provide the Network.

4.2 Provider acknowledges and agrees that each Participant is an express third party beneficiary of this Agreement, and that Provider is an express third party beneficiary of each Master Participation Agreement between County and each Participant.

4.3 Provider will defend, protect, indemnify and hold County and each Participant harmless from and against any and all Claims arising out of and/or resulting from Provider's Facilities and/or Provider's and/or its contractors', subcontractors', agents' or representatives' acts or omissions, or anyone claiming by or through them. For the purpose of this Section, a Claim means any alleged loss, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement of attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against County and/or any Participant, whether such claim is brought in law or equity.

4.4 Provider acknowledges and agrees that all Assets are being provided by all Participants in their "as is" physical condition without any representations or warranties of any kind or nature, express or implied, whether as to the physical condition or otherwise. Provider is solely responsible for determining whether an Asset is suitable and/or in satisfactory physical condition for Provider's purposes.

4.5 Provider represents and warrants that, to the best of Provider's knowledge, Provider's Facilities and all other equipment used by that Provider do not pose a health risk to the occupants of the Assets or the surrounding community.

4.6 In order to further assure each Participant that: (i) the Facilities will be properly removed, and that the Assets shall be restored and returned to Participant in accordance with the terms of this Agreement; and (ii) that Provider pays all costs and expenses of work done or caused to be done by Provider on the Assets (collectively, the "Obligations"), Provider shall deposit with each Participant, prior to any work being done for the installation, operation or maintenance of the Facilities within that Participant's boundaries, a surety bond in the amount of twenty thousand dollars (\$20,000.00) as security for completion of

the Obligations. The bond shall be issued by a surety and in a form acceptable to each Participant.

- 4.7 Provider agrees that all construction and installation work shall be performed at Provider's sole cost and expense and in a good and workmanlike manner by licensed and bonded contractors; that no work or construction activity shall occur except between the hours of 7 a.m. to 6 p.m., Monday through Friday, unless otherwise agreed to by the applicable Participant; that Provider and/or its contractors shall timely repair any damage to the Assets caused by testing, installation, construction, and maintenance activities related to the Initiative and the Facilities; and that if Provider fails to commence such repairs of any damage within ten (10) days after receipt of written notice from the applicable Participant or County, such Participant may undertake such repairs and the amount paid for the repairs shall be paid by Provider within ten (10) days after delivery of an invoice for such work.
- 4.8 Provider shall remove all Facilities at no cost or expense to any Participant on or before the expiration or earlier termination of this Agreement; that any damage to the Assets caused by such removal shall be repaired and the Assets restored to the condition that existed prior to installation of the Facilities, reasonable wear and tear excepted; that in the event Provider fails to remove the Facilities within thirty (30) days of the expiration or earlier termination of this Agreement, any Participant may remove and store the Facilities and Provider shall be responsible for reimbursing each Participant for all such costs and expenses related to such Participant's removal and storage thereof; that if Provider or Provider's financing entity fails to claim and remove the Facilities within thirty (30) days following receipt of written notice from any Participant, such Participant shall have the right to dispose of the Facilities in any manner which it deems fit.
- 4.9 Provider agrees that, except for emergency situations, Provider will be permitted to trim and remove trees and branches only upon advanced approval from the applicable Participant and in accordance with any standards adopted by such Participant; that such tree trimming and removal shall be minimized to what is essential to maintain the integrity of the Facility; and that Provider shall dispose of all trimmed materials at Provider's sole expense.
- 4.10 Provider acknowledges and agrees that each Participant shall have the right to sever, disrupt, or otherwise destroy any portion of the Facility if such action is necessary because of a public emergency or any condition which poses an immediate threat to life, health, or property that is caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, terrorism, etc.; and that Provider shall be responsible for repair, at its sole cost and expense, of any damage to the Facility resulting from any action taken by any Participant because of such public emergency.
- 4.11 Provider agrees that:
 - (a) Provider shall be responsible for obtaining and paying for any required electrical or other energy or utility usage as provided for in Section 6.5 of this Agreement;

- (b) all construction, installation, alterations, and maintenance of the Facilities shall be in accordance with Sections 5 and 6 of this Agreement; and
- (c) any access to the Assets listed in Schedule 2 shall be only pursuant to permission from the applicable Participant, only in accordance with any restrictions set forth in Schedule 2 (or otherwise agreed to by the applicable Participant), and at no cost to the applicable Participant, with the understanding that each Participant shall respond within two (2) days of any request for Access from Provider (except in the case of emergencies, when each Participant shall permit access to the Assets within twenty-four (24) hours of said request).

4.12 Provider will at all times:

- (a) comply with all applicable laws, ordinances, rules, regulations and all terms of this Agreement applicable to Provider, relating to the use of the Assets;
- (b) conduct its business, and its use of the Facilities and the Assets, so as not to create any nuisance, interfere with any Participant in its management and use of the Assets and/or interfere with the use of the Assets by other licensees, lessees or other users of the Assets. If any Participant reasonably determines that any portion of the Facility constitutes an undue burden or interference with such Participant's management and use of the Assets, Provider, at its sole expense, will modify the Facilities or take such other actions as such Participant may determine is in the public interest to remove or alleviate the burden, and Provider will do so within a reasonable time or may permanently remove the Facilities from the Assets, at Provider's election;
- (c) install, operate and maintain the Facilities in compliance with all lighting and marking requirements of the Federal Aviation Administration ("FAA"), all Federal Communications Commission ("FCC") requirements and the terms of all FCC licenses;
- (d) install, operate and maintain the Facilities in a manner that does not create fire hazards or result in an increased rate of insurance on the Assets or their contents;
- (e) maintain Facilities in good repair, and timely repair any damage to the Facilities, subject to the terms of this Agreement;
- (f) not use, generate, store or dispose of any Hazardous Material on, under, about or within any land, except as permitted by law, without the applicable Participant's prior written consent. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State of Michigan to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation; and
- (g) comply with all applicable environmental statutes, regulations and rules regarding its use of the Assets and the installation, operation and maintenance of the

Facilities, including but not limited to statutes, regulations and rules regarding radiofrequency radiation. Without limiting or modifying the foregoing, Provider shall measure baseline radiofrequency radiation before any installation work is started, and shall measure radiofrequency radiation after installation of its Facilities.

- 4.13 This Agreement does not create any liabilities or responsibilities on behalf of any Participant, excluding the County, which are not set forth in the Participant's Master Participation Agreement.

5. Construction and Maintenance of Facilities.

- 5.1 Provider shall, at Provider's expense, make those applications for, and must obtain, all licenses, permits and any and all other necessary approvals that may be required for the intended use of a Participant's Assets and/or the construction, operation and maintenance of its Facilities and the Network under this Agreement. Plans for installation of the Facilities shall be submitted by Provider for each applicable Participant's review and approval prior to issuance of any construction permits and prior to installation of any Facilities. However, any Participant may, with the consent of the County, designate the County's Building and Planning Department as the reviewing agency for such Participant for the purpose of granting approvals and permits. Approval of such plans will not be unreasonably conditioned, delayed or withheld, provided that the construction, installation and use of any Facilities shall conform to requirements in the applicable Participant's zoning regulations and the State Construction Code. All normal permit and inspection fees shall be paid by Provider to each applicable Participant. If any conditions and/or delays are unreasonable, and/or any approvals are unreasonably withheld, or if a Participant merely refuses to approve any plans, then Provider shall work with County to evaluate the use of other Participant's Assets for the purposes of this Agreement. Nothing in this Section requires any Participant to approve any plans.
- 5.2 Title to the Facilities shall be held by Provider and shall remain Provider's personal property, and such Facilities are not fixtures.
- 5.3 Any future changes or alterations of the Facilities (including installation of any antenna or other improvements) shall be subject to the provisions of Section 5.1 of this Agreement. If any Participant does not grant such approval or disapproval or does not permit the requested changes within a reasonable time period, such Participant shall be deemed to have rejected the requested change or alteration. If any conditions and/or delays are unreasonable, and/or any approvals are unreasonably withheld, or if the Participant merely refuses to approve any requested change or alteration, then Provider shall work with County to evaluate the use of other Participant's Assets for the purposes of this Agreement. Nothing in this Section requires any Participant to approve any requested change or alteration to the Facilities of Provider.
- 5.4 For the exclusive purposes stated in this Agreement, Provider, Provider's employees, agents, subcontractors, lenders and invitees shall have access to the Assets as described herein, provided that Provider, Provider's employees, agents, subcontractors, lenders and

invitees comply with all requirements and restrictions contained in Schedule 2 and this Agreement.

- 5.5 As set forth in each Master Participation Agreement, to the extent under the control of a Participant: (a) such Participant shall maintain all access roadways from the nearest public roadway to the Assets in a manner reasonably sufficient to allow pedestrian and vehicular access under normal weather conditions, and Provider acknowledges that the current access road is adequate for its needs; and (b) Participant shall be responsible for reasonably maintaining and repairing such roadway in roughly the same condition as on the Effective Date of its Master Participation Agreement at no cost to Provider, except for any damage caused by Providers' use of such roadways. Notwithstanding the foregoing, Provider acknowledges and agrees that no Participant shall be deemed in violation of its Master Participation Agreement if any roadway(s) is under construction or otherwise not available for use, in which case the applicable Participant shall reasonably cooperate with Provider to provide access to the Assets.
- 5.6 Unless agreed to in writing by a Participant, nothing in this Agreement permits Provider to store any vehicles and/or other equipment on any Assets, except for the Facilities and any ancillary equipment permitted by such Participant as part of the initial installation process.

6. General Obligations of the Parties.

- 6.1 Any access to the Assets shall be only upon receipt of permission from the applicable Participant, and at no cost to the applicable Participant, with the understanding that the applicable Participant shall respond within two (2) days of said request (except in the case of emergencies, when each Participant shall permit access to the Assets within twenty-four (24) hours of said request).
- 6.2 Each Participant has agreed in its Master Participation Agreement that it shall at all times maintain the Assets listed in Schedule 2 in good repair so as not to unreasonably prohibit Provider's use of such Assets. Except for any damage caused to the Assets by the activities of Provider, Provider shall not be required to maintain or make any repairs to Assets.
- 6.3 Each Participant has agreed in its Master Participation Agreement that it represents, warrants and agrees: (a) that to the best of its knowledge, it has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within any land in violation of any law or regulation, and (b) that it will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Material on, under, about or within any land in violation of any law or regulation.
- 6.4 Upon request, Provider shall provide a Participant with copies of any test and inspection results related to the Initiative. The results of all tests shall be deemed confidential information of the County and shall not be revealed by Provider and/or any Participant to

any third party, except their contractors, employees and agents, unless Provider and/or any Participant is required to disclose such test results by law or legal process.

- 6.5 Provider shall be responsible for paying for the electricity consumed by the Provider in its operations. To the extent reasonably practical, Provider shall obtain, at its sole cost, separate utility service from any utility company that will provide service to the Facilities (including a standby power generator for Provider's exclusive use) and directly bill Provider for use of the utilities. Each Participant has agreed in its Master Participation Agreement to sign such documents or easements as may be required by said utility companies to provide such service to the Facilities, including the right of Provider or applicable servicing utility company, at no cost, to an easement in, over, across or through the Assets as required by such servicing utility company to provide utility services as provided herein. However, any such easement shall not interfere with any Participant's continued use of the Assets for their intended purpose. Any easement necessary for such power or other utilities will be at a location acceptable to the applicable Participant and the servicing utility company, and subject to the applicable Participant's approval process for easements. In the event it is not reasonably practical for a Provider to obtain separate utility service from a utility company for one or more Facilities, then each Participant has agreed in its Master Participation Agreement to use reasonable efforts to provide such utility service to Provider at a reasonable rate determined by such Participant.
- 6.6 Each Participant has agreed in its Master Participation Agreement, that, except as otherwise provided in this Agreement and the Master Participation Agreement, subsequent to the installation of the Facilities, such Participant and its agents, lessees or licensees shall use best efforts to avoid installation of new equipment on the Assets or property contiguous thereto owned or controlled by such Participant that causes, and/or is reasonably likely to cause, interference with Provider's operations of the Network. Nothing herein shall be interpreted to prevent any Participant from making improvements to the Assets and/or installing any materials and equipment necessary or appropriate for any public or governmental purpose. If any interference results from any new equipment installed on the Assets, the County, Provider and applicable Participant will reasonably cooperate to determine if there are commercially reasonable alternatives available to avoid the interference. If there are no commercially reasonable alternatives available to avoid the interference, Participant may terminate its Master Participation Agreement as to the affected Facilities and/or Assets upon written notice to the County, and such Participant's Assets shall be removed from the Initiative and this Agreement.
- 6.7 Except for any tax liens that may be levied against the Facilities and/or for any moneys that may become due to a Participant from Provider, each Participant has in its Master Participation Agreement waived any lien rights it may have concerning the Facilities, which Participant acknowledges are Provider's personal property and not fixtures, and Provider has the right to remove the same subject to the terms of this Agreement and any Master Participation Agreement. At any such time as the Facilities are removed, Provider is liable to the applicable Participant for repair and restoration of the Assets as provided for in this Agreement.

- 6.8 Each Participant has agreed in its Master Participation Agreement that it shall be responsible for compliance with all marking and lighting requirements of the FAA resulting from the height and location of any Asset. Should any Participant be cited because any Asset is not in compliance, and should such Participant fail to cure the conditions of noncompliance within sixty (60) days of receipt of written notice of noncompliance from County or Provider, County may terminate the applicable Participant's Master Participation Agreement without further liability on thirty (30) days prior written notice. Provider shall be responsible for compliance with all marking and lighting requirements of the FAA and the FCC which may be occasioned by the installation or operation of the applicable Facilities on or at the Assets. Should County or a Provider be cited because any Asset is not in compliance as a result of installation, use or maintenance of the Facilities on any Assets, County may terminate the applicable Participant's Master Participation Agreement without further liability on thirty (30) days prior written notice, or Provider may cure the noncompliance at Provider's sole expense. Each Participant shall have the right to approve any required changes or modifications to the Assets, at its sole discretion, within a reasonable time of submission of any plans for such changes or modifications.
- 6.9 Provider shall not permit any mechanic's liens to be filed against any portion of the Assets for any work performed, materials furnished or obligations incurred by or at the request of Provider. If such a lien is filed, then Provider shall, within thirty (30) days after a Participant and/or County has delivered notice of the filing to Provider, either pay the amount of the lien or diligently contest such lien and deliver to the applicable Participant a bond or other security reasonably satisfactory to such Participant. If Provider fails to timely take either such action, then the applicable Participant may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including such Participant's reasonable legal fees and other expenses and statutory interest, shall be paid by Provider to the applicable Participant within ten (10) days after such Participant and/or County has delivered to Provider an invoice therefor.
- 7. Warranty of Title and Quiet Enjoyment.** Each Participant has warranted in its Master Participation Agreement that: (a) it owns its Assets listed in Schedule 2 in fee simple and/or otherwise has rights of access thereto sufficient for County to grant Provider the rights set forth herein; (b) it has full right to make and perform its Master Participation Agreement; and (c) it covenants that upon Provider observing and performing all the terms, covenants and conditions applicable to it under this Agreement and the Master Participation Agreement, Provider may peacefully and quietly enjoy the Assets.
- 8. Destruction or Condemnation.** If Assets or Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, County may elect to terminate the applicable Master Participation Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the applicable Participant no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.
- 9. Closure/Demolition.** Provider acknowledges and agrees that each Participant has the right to close, abandon and/or cease operations at any of the Assets (each a "Closure").

Each Participant is obligated to notify County in writing at least sixty (60) days prior to any such Closure. After a Closure of any of the Assets, Provider shall be permitted to continue to access the Assets in accordance with the terms of this Agreement and the applicable Master Participation Agreement, so long as the Asset continues to be owned by the applicable Participant and is otherwise structurally sound. However, after a Closure, the applicable Participant shall have no obligation to maintain the Assets and shall not be liable to Provider for any vandalism or damage to the Facilities. If a Participant elects to demolish an Asset, the Provider must, at no cost to the applicable Participant, remove the Facilities from the Assets as soon as possible, but no later than ninety (90) days after receipt of notice that the Asset will be demolished. In any event, this Agreement shall remain in full force and effect and Provider shall be permitted to reinstall the Facilities on any new building at a mutually acceptable location and subject to plans and specifications approved by the applicable Participant. Further, during the time any new building is being constructed, Provider shall be permitted to install a temporary cell on wheels (“COW”) or other similar facility, including a crank-up (i.e. telescoping) tower, at a mutually acceptable location on an Asset listed on Schedule 2 in order to continue its use of the site.

10. Insurance.

- 10.1 Each Participant has agreed in its Master Participation Agreement to, at its sole cost and expense, procure and maintain commercial general liability insurance on an occurrence basis to cover bodily injury and property damage against liability of the Participant, its employees and agents arising out of or in connection with its ownership, use, occupancy and maintenance of the Assets (excluding any streets, alleys, and other public rights of way).
- 10.2 In addition, each Participant has agreed in its Master Participation Agreement to, at its sole cost and expense, procure and maintain property insurance on its Assets at the limits and coverages determined by the Participant.
- 10.3 Provider, at its sole cost and expense, shall obtain and maintain in full force, and until the Term of this Agreement has expired or this Agreement is otherwise terminated, all insurance as set forth below, and Provider shall file certificates evidencing such insurance with each Participant and comply with the following:
 - (a) commercial general liability insurance, including contractual liability, at a combined single limit for bodily injury and property damage of no less than five million dollars (\$5,000,000.00) per occurrence. Provider shall add each Participant whose Assets are being used for the Initiative as an additional insured within the Provider’s commercial general liability policy, umbrella policy or excess liability policy;
 - (b) business auto liability insurance coverage for ownership, maintenance, and use of any vehicle including no-fault and coverage for hired and non-owned vehicles in an amount of not less than five million dollars (\$5,000,000.00) per occurrence;

- (c) worker compensation insurance as required by Michigan statutes for injuries to its employees, and employers liability insurance with limits of one million dollars (\$1,000,000.00);
- (d) the coverage amounts set forth above may be met by using any combination of automobile liability insurance, general liability insurance and umbrella policies or other form of excess liability coverage so long as in combination the limits equal or exceed those stated;
- (e) prior to construction or installation of any Facility, Provider shall provide evidence of the coverage required herein by filing a copy of the certificates with the applicable Participant, and thereafter, Provider shall annually file renewal certificates with each applicable Participant;
- (f) all insurance shall be issued by insurance carriers licensed to do business in the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan, and all insurance and surplus line carriers must be rated A or better by A.M. Best Company;
- (g) Provider's insurance coverage shall be primary and non-contributory over any other valid insurance or self-insurance of any Participant and shall not require participation of any Participant or its insurers;
- (h) Provider's insurance coverage shall insure against liability of the Provider and its employees, representatives, and agents arising out of or in connection with the Provider's use of the Assets, its construction, operation and maintenance of its Facilities and the Network, and its contractual obligations hereunder and the Master Participation Agreements; and
- (i) Provider will obtain a waiver of subrogation in each Participant's favor if such Participant's Assets are used in the Initiative.

11. Term and Termination.

- 11.1 The term of this Agreement shall be six (6) years commencing on the Effective Date (the "Term") unless otherwise terminated as provided in this Agreement..
- 11.2 Provider may extend the Term for one (1) additional five (5) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided that: (a) Provider is performing its obligations in compliance with this Agreement; and (b) Provider gives the County written notice of its intent to extend this Agreement no later than one (1) year prior to the expiration of the initial Term. Provider acknowledges and agrees that the initial terms of the Master Participation Agreements expire prior to the expiration of the initial Term of this Agreement. As such, in the event Provider desires to extend the Term of this Agreement, Provider shall be solely responsible for ensuring that it has all Facilities necessary to continue to perform its obligations in compliance with this Agreement, through extensions of one or more Master Participation Agreements and/or

Provider's acquisition, construction, operation and/or maintenance of new and/or additional Facilities. County agrees to reasonably cooperate with Provider in seeking extensions of Master Participation Agreements with Participants. .

- 11.3 In addition to the termination rights set forth elsewhere in this Agreement, this Agreement may be terminated in accordance with the following provisions:
- (a) Notwithstanding any other provision of this Agreement, the County may terminate this Agreement upon written notice to Provider in the event the County determines, in its sole good faith discretion, that any one or more of the pilots for the Network fail to meet the requirements of the Initiative and/or Schedule 1.
 - (b) Each party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to correct such breach within thirty (30) days of its receipt of written notice of the breach from the non-breaching party.
 - (c) Any Participant may terminate this Agreement as to such Participant if Provider commits a material breach of this Agreement or Participant's Master Participation Agreement and fails to correct such breach within thirty (30) days of written notice of the breach being sent by certified mail from County or Participant.
 - (d) Provider acknowledges that, under each Master Participation Agreement, each Participant may terminate its Master Participation Agreement and its participation in the Initiative upon written notice to County at the end of the eighteenth (18th) month after the Effective Date of its Master Participation Agreement if County has not (i) entered into a Provider Agreement; and/or (ii) if the Network under the Initiative is not fully operational throughout Washtenaw County.
 - (e) Either party may terminate this Agreement upon written notice to the other party in the event the Initiative and/or the Provider's construction, operation and/or maintenance of its Facilities for the Initiative is rendered illegal by any federal and/or State of Michigan law or regulation.

- 11.4 Upon termination of this Agreement, the parties will remain responsible for relevant provisions of this Agreement and the Master Participation Agreements, with respect to restoring Assets, removal of the Facilities and other such provisions, and the parties will reasonably cooperate with each other regarding the winding down of their relationship under this Agreement and the Master Participation Agreements. Notwithstanding the foregoing or any other provision of this Agreement, Provider shall not be obligated to remove Facilities if expressly agreed to in writing by the applicable Participant(s).

12. Compensation and Taxes.

- 12.1 There shall be no fees or assessments charged to Provider for the rights granted herein, except for personal property taxes on Facilities, normal construction permit fees, if any, for construction and installation of the Facilities, and as otherwise expressly provided herein. Provider may provide Participants with discounted and/or free additional services to Participants, although such discounted and/or free additional services shall be provided

at the discretion of Provider and may not be decided upon and/or granted until after the Network under the Initiative has been activated. Provider will reimburse each Participant for reasonable out-of-pocket costs and expenses incurred by Participant in connection with providing Provider access to the Assets.

- 12.2 Provider acknowledges that each Participant may assess personal property taxes on a Provider's Facilities if Participant is a unit of government with the legal authority to so assess such taxes. Nothing in this Section shall be construed as limiting Provider's right to contest, appeal or challenge any tax assessment.

13. Assignment and Subcontracts.

- 13.1 Except as expressly provided herein, Provider may not assign, transfer or subcontract this Agreement, in whole or in part, without County's prior express written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may assign this Agreement, in whole, but not in part, without County's consent, to its parent company, any subsidiary or affiliate of it or its parent company, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement; provided that any such assignee agrees in writing to be bound by all of the terms of this Agreement. Moreover, notwithstanding the foregoing, County acknowledges that Provider intends to enter into subcontracts with Siemens Communications, Inc. and CenturyTel, Inc., and County hereby consents to the use of such subcontractors subject to the provisions of Section 7 of Schedule 1. Subject to the provisions of this Section, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

- 13.2 The parties acknowledge and agree that the use of the County as the initial contracting entity with Participants and Providers is designed to expedite the Initiative, and that the parties desire to have the County subsequently assign this Agreement in whole to a governing authority, consortium or other operating entity (the "Operating Entity"), if permitted by applicable law. County may assign this Agreement, in whole but not in part, without Provider's consent, to any such Operating Entity; provided that such Operating Entity is not a private business engaged in competition with Provider. Upon the effective date of such assignment, County shall be fully relieved and released of any and all rights and obligations under this Agreement after the effective date of such assignment, except that County shall be obligated to enter into a Master Participation Agreement with the Operating Entity, which shall apply any Assets County has provided for the Initiative.

14. Liability and Indemnity.

- 14.1 Provider acknowledges and agrees that neither County, nor any Participant, shall be liable, accountable or responsible in any way for any acts, omissions and/or breaches of this Agreement or any Master Participation Agreement by any other Participant, including any other Participant's employees, agents, representatives, subcontractors and contractors, and that Provider's sole and exclusive remedy in connection therewith will

be an action or claim directly against the applicable Participant under this Agreement and/or under the applicable Master Participation Agreement. However, nothing in this Section 14.1 shall limit Provider's rights to terminate this Agreement as to any Participant in accordance with the provisions of Section 11 above. Provider acknowledges and agrees that no Participant shall be liable, accountable or responsible in any way for any acts, omissions and/or breaches of County under this Agreement or any Master Participation Agreement. Except as otherwise provided in this Agreement, each party shall be responsible for its own acts and the acts of its employees, agents and representatives, the costs associated with those acts, and any defense related thereto under this Agreement and any Master Participation Agreement.

- 14.2 Neither County nor any Participant shall be liable to Provider, or those claiming by, through or under Provider, for any injury to or death of any person or the damage to or theft, destruction, or loss of use of any property or inconvenience caused by casualty, theft, fire, third parties or any other matter (including losses arising through repair or alteration of any part of the Assets or failure to make repairs, or from any other cause), except to the extent caused by County's and/or that Participant's gross negligence, recklessness and/or intentional misconduct.
- 14.3 To the extent permitted by applicable law, Provider shall, at its sole expense: (i) defend any third party claim, demand and/or suit ("Claim") against County and all Participants (the "Indemnitees") alleging and/or arising out of the following, and (ii) shall indemnify and hold Indemnitees harmless from and against any and all losses, liabilities, damages, fines, penalties, costs, expenses and/or fees (including reasonable attorney fees) awarded or assessed against Indemnitees in connection with the Claim, or reached through a negotiated settlement of the Claim:
- (a) that Provider, its contractors, employees, agents, representatives, or subcontractors was negligent or committed an intentional act that caused injury to a person or damage to property, or failed to comply with any applicable law, statute, regulation or ordinance; and/or
 - (b) Provider's breach of this Agreement and/or any Master Participation Agreement, including, without limitation, any representation or warranty set forth in this Agreement.
- 14.4 In order to receive indemnification under this Section, an Indemnitee must give Provider prompt written notice of the Claim; permit Provider to exercise sole control over the defense and/or settlement of the Claim; and cooperate with Provider, at Provider's expense, in the investigation, defense and/or settlement of the Claim. This Section 14 sets forth each party's sole indemnification rights and indemnification remedies in connection with the above described Claims.

15. Limitations of Liability.

- 15.1 Except as expressly provided herein, in no event shall County and/or any Participant be liable to Provider in connection with this Agreement and/or the Initiative, regardless of

the form of action or theory of recovery, for any: (a) direct, indirect, special, exemplary, consequential, incidental or punitive damages, even if County and/or a Participant is aware of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages. Provider's sole remedies against County and/or any Participant for breach of this Agreement and/or any Master Participation Agreement shall be termination of this Agreement and/or the applicable Master Participation in accordance with their terms and/or an action for equitable remedies.

- 15.2 Notwithstanding the foregoing, the limitations of Sections 15.1 shall not apply to County's and/or any Participant's gross negligence, recklessness and/or intentional misconduct, except as provided below in Section 15.3.
- 15.3 Notwithstanding any other provisions of this Agreement, including, without limitation, the provisions of Section 14, nothing in this Agreement constitutes a limitation or waiver of any governmental immunity provided by applicable law. All applicable laws related to governmental immunity shall govern over any conflicting or inconsistent term of this Agreement and each Master Participation Agreement, and any unit of government shall be entitled to the full benefits and protections of such laws.

16. Miscellaneous.

- 16.1 This Agreement, all Schedules, and any addenda thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. This Agreement may not be modified except by a writing signed by both parties. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.
- 16.2 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will effect the other provisions of this Agreement.
- 16.3 Neither party shall be responsible or liable for any delay or failure in performing its obligations under this Agreement if such delay or failure is the direct result of causes outside of that party's reasonable control, including, without limitation, power outages, accidents, strikes, fires, war or acts of God; provided that such party uses best efforts to resume performance of its obligations as soon as practically possible. Without limiting the generality of the foregoing, and subject to Provider's obligations under Schedule 1, Provider shall not be responsible for failures to provide coverage in an geographic area to the extent such failure results from a Participant's removal of Assets from the Initiative, failure to reasonably approve plans for installation of Facilities, failure to reasonably approve changes or alterations of the Facilities, failure to maintain its Assets in accordance with the terms of its Master Participation Agreement, closure or demolition of

one or more Assets and/or failure to provide sufficient access to install, operate and maintain Facilities.

- 16.4 This Agreement shall be governed by the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. The parties agree that any litigation arising between the parties in relation to this Agreement shall be initiated and maintained in the Circuit Court of the County of Washtenaw, Michigan, or the U.S. District Court for the Eastern District of Michigan, Southern Division, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts.
- 16.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All other provisions of this Agreement shall remain in full force and effect.
- 16.6 All notices must be in writing and sent to the individual who executed this Agreement on the other party's behalf, either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; or by facsimile or by e-mail (with a confirming copy by regular mail) and shall be effective when received by such party at the address listed herein or other address provided in writing.

AGREED AND ACCEPTED:

Washtenaw County

(Provider's Full Legal Name)

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Title: _____

Title: _____

Date: _____

Date: _____

(Provider's Contact Information)

Provider Agreement

Schedule 1

This Schedule 1 (“Schedule”) is made pursuant to the terms of the Provider Agreement (“Agreement”) between Washtenaw County, a Michigan municipal corporation (the “County”) and the undersigned entity (the “Provider”). Unless otherwise expressly set forth herein, the term “Agreement” includes this Schedule 1 and Schedule 2 to the Agreement, and any other Schedule added to the Agreement by the written agreement of the parties. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Schedule shall govern any conflict or inconsistency with the terms of the Agreement. This Schedule is effective on the Effective Date of the Agreement.

1. Background.

1.1 The Initiative is intended to facilitate the deployment of a high-speed wireless Internet Network throughout Washtenaw County. Subject to the terms of the Agreement, and the applicable Master Participation Agreements, Participants in Washtenaw County will allow Provider to place Facilities on various Assets. These Facilities will transmit digital data wirelessly throughout Washtenaw County, thereby creating the Network. The Network will be owned, operated and maintained entirely by the Provider and/or such additional subcontractors and parties approved by the County pursuant to Section 7 below. Provider shall provide the Network in accordance with the Agreement and the specifications set forth in this Schedule, including Exhibit 1 to this Schedule, which is attached hereto and incorporated herein by reference. In addition, Provider shall provide the Network subject to the terms, conditions and restrictions set forth on Schedule 2 to this Agreement.

1.2 Provider acknowledges that the goals of the Initiative include the following:

- (a) Blanket Washtenaw County’s 720 square miles with wireless Internet service.
- (b) Provide “free” and “for-fee” wireless Internet access (the “Service”) to every resident, school, university, community organization, unit of government, business and visitor in Washtenaw County (each a “User”).
- (c) Address the digital divide in Washtenaw County.
- (d) Enhance the Washtenaw County community by creating public-private partnerships and a new spirit of collaboration to improve the quality of life.

1.3 In connection with bidding for the Initiative, Provider submitted the following documents to the County (collectively, the “RFP Documents”):

- (a) Provider’s initial response to the County’s Request for Proposal #6244 (the “RFP”), which response was dated March 7, 2006;
- (b) Provider’s revised response to the RFP dated April 11, 2006;

- (c) Provider's response to first round interview questionnaire, titled "20/20 Communications Response to Wireless Washtenaw Questions for Providers", dated April 20, 2006;
- (d) Provider's response to second round interview questionnaire, titled "20/20 Communications Response", dated May 4, 2006; and
- (e) Provider's Best and Final Proposal, dated June 2, 2006.

1.4 The RFP Documents are hereby incorporated into and made a part of this Schedule, and shall be included in the defined term "Schedule" unless otherwise expressly provided herein. If there is any conflict or inconsistency between any of the RFP Documents, the following order of precedence shall apply: (a) Provider's Best and Final Proposal, excluding Provider's responses to Questions 1 and 17; (b) Provider's response to second round interview questionnaire, titled "20/20 Communications Response"; (c) Provider's response to first round interview questionnaire, titled "20/20 Communications Response to Wireless Washtenaw Questions for Providers"; (d) Provider's revised response to the RFP; and (e) Provider's initial response to the RFP. If there are any conflicts or inconsistencies between the provisions of any of the RFP Documents and the provisions of this Schedule, the provisions of this Schedule shall govern.

2. The Network.

2.1 Technology Deployment.

- (a) Provider shall deploy a Network and Service that conform to the specifications set forth in this Schedule, all other Schedules to the Agreement, any Exhibits to any Schedules, the RFP Documents, and that is consistent with the overall Initiative vision and goals. Future and/or additional technologies may be incorporated into the Network as set forth herein and/or as agreed to between Provider and the County.
- (b) The Network shall provide the Services to 802.11b and 802.11g clients including Mac OS, Microsoft Windows, Linux, and other WiFi capable devices such as PDAs, smart phones, routers, bridges and other 802.11b or 802.11g WiFi certified products. As the Provider upgrades the Network to newer technologies the Network shall support these technologies on all clients as stated above. Access and performance will be based on clients typical default hardware such as a 30mW PC card radio with built in antenna. Provider shall not require User's to install additional software onto their computer in order to receive access to and/or use the Network and/or Service.
- (c) The Provider will not require Users to purchase any equipment from any one specified source. Users must have the option to purchase any equipment necessary to attach to the Network and use the Service from any source of their choosing whether it is WiFi, WiMax, 900Mhz and/or any other supported client connectivity technologies. The Provider will make freely available all equipment specifications and configurations necessary for a User to purchase its own

equipment, along with a list of recommended equipment, including part numbers, for Users wishing to purchase their own equipment.

- (d) If a User chooses to purchase its own equipment and said equipment requires configuring to allow it to attach to the Network, the Provider may charge a nominal and reasonable fee to recover only the cost of the time spent configuring the particular piece of equipment. If configuring is required, the Provider must have the equipment configured and ready for the User within five (5) business days of receiving the equipment. If the equipment is User configurable, the Provider must provide all necessary documentation along with an easy to follow step-by-step guide to allow the User to program and configure its equipment.

2.2 Network Coverage.

- (a) Subject to the terms of the Agreement, Provider shall provide all Services throughout all areas within the boundaries of Washtenaw County (the “Coverage Area”), and all wireless Internet Services (including all free wireless Internet Services, for-free wireless Internet Services, and upgrades) must be equally available to all potential Users within the Coverage Area. However, in rural areas, basic WiFi technology might not be technologically sufficient to provide complete coverage in the Coverage Areas. As such, Provider is not required to provide WiFi coverage in rural areas of the Coverage Areas; provided Provider is required to provide coverage throughout such rural areas through other wireless technology, such as Pre-WiMax architecture, bridge or mesh network.
- (b) Users must be able to access the wireless Internet Service throughout the Coverage Area without having to purchase it from multiple carriers, i.e., wireless Internet Service must be transferable amongst carriers. Users must not be required to have different accounts, and preferably not have to re-authenticate once connected to the wireless Internet Service.
- (c) Provider shall provide the “Urban” and “Suburban” areas, as defined in the RFP Documents, with 95% outdoor Wi-Fi coverage within the Coverage Area. An area is considered covered under this requirement if a User’s equipment referenced above can access the Network at the provisioned service level with no additional hardware required beyond the equipment’s standard wireless interface. In Urban and Suburban areas, the wireless Internet Service must be provided on major streets and be available in first floor storefronts and offices directly on those streets. In some cases the signal might penetrate an entire residential structure. In other cases, the User might have to install additional equipment to extend service into their structure. This could result in additional charges for the Users.
- (d) Provider shall provide the Coverage Area with 95% indoor, Perimeter Room Wi-Fi coverage, for buildings within the Coverage Area, which shall include the delivery of the Service to any User requesting such Service. A building is assumed covered under this requirement if equipment located in at least one

Perimeter Room on the ground or second floor of the building can access the Network at the provisioned service level. This coverage requirement may be met using a Wi-Fi interface built into a piece of equipment, a signal amplifier, a high-gain antenna or a dedicated Wi-Fi bridge or other type of Customer Premise Equipment (“CPE”), for which Users may be required to pay additional fees to Provider. Such fees will be commercially reasonable and not overly burdensome on the User.

- (e) Provider shall ensure that Users in buildings within the Coverage Area are able to continue to use their own private WiFi networks.
- (f) Provider shall develop a process for resolving interference conflicts with Users and potential Users within the Coverage Area using the same wireless frequencies as the Provider. This process will be outlined and submitted to the County for approval within ninety (90) days of the Effective Date of the Agreement. The County reserves the right to require Provider to eliminate interferences, at County’s reasonable discretion and at Provider’s cost and expense.
- (g) Provider will use its best efforts to provide support for unilateral, inbound roaming relationships whereby subscribers to other national roaming Wi-Fi services may gain access to the Network.
- (h) Provider will use its best efforts to provide support for unilateral, outbound roaming relationships whereby Users may gain access to other approved national roaming Wi-Fi services.

2.3 Free Service.

- (a) Provider shall deliver continuous and uninterrupted connections to the Service, subject to the terms of the Agreement. The connections shall be delivered to all interested registered Users residing in or visiting Washtenaw County.
- (b) The speed of the free wireless Internet Service connection shall be at least 84Kbps throughput to the User's equipment, continuous, uninterrupted and sustainable for both upload and download. Throughput is defined as actual data transferred using standard half duplex radios.
- (c) Such free Service shall be subject to the advertising model as outlined in the Provider’s Best and Final Proposal, which includes interstitials and banner style ads embedded within the Network default homepage, described below. If Provider chooses to implement advertising for free Users, additional speed is required to maintain the throughput parameters noted above. Provider may or may not elect to display advertising on the User’s web browser. This type of access would preferably allow for full web browsing of the Internet and other uses. Advertising will be allowed on the Network default homepage for free Users as a possible source of revenue for Provider. There must be no pop-up style advertisements on the Network default homepage for for-fee Users. All banner advertisements shall be consistent with the “Adzilla New Media” document

provided by Provider during its 2nd interview on May 4, 2006. Such banner advertisements shall not adversely affect the User's experience in accessing the Network and/or using the Service.

- (d) Such free Service shall be available to all interested registered Users within Washtenaw County, whether or not they be potential subscribers or just consumers of the free Service. However, the Provider is at no time responsible for supplying end user equipment and other computer hardware required to access the Network and Service free of charge, regardless of the technology utilized or needed to receive free Service.
- (e) Customer service for Users of the free Service shall be available online (in the form of FAQs and instructions) and by automated phone messages. Provider shall not be required to provide live helpdesk access to Users of the free Service.

2.4 Subscription Pricing for Other Services.

- (a) Provider shall deliver the following for-fee Services to Users, some of which are more fully described in Section 8 of Provider's Best and Final Proposal: (1) a Residential Service, which includes banner-style advertising; (2) a Residential Service, which includes no advertising; (3) a Business Service, which includes banner-style advertising; (4) a Business Service, which includes no advertising; (5) a daily visitor pass; and (6) a weekly visitor pass. These Services shall not include interstitials of any type or nature. In addition, premium Services will provide at least 500Kbps actual sustained throughput per device with low latency (i.e., 100ms or less) that is able to provide real time services such as VoIP and low quality digital video service.
- (b) Additional speeds and Internet protocol Services, such as VoIP and VoD, will be available at a future date, at a price to be determined.
- (c) Provider shall initially price its for-fee Services in accordance with the terms outlined in Section 8 of Provider's Best and Final Proposal. Thereafter, Provider shall offer competitive pricing for each for-fee Service, which is consistent across urban, suburban and rural settings. Provider shall notify Washtenaw County in writing, thirty (30) days before implementing any price changes to any of its for-fee Services. Promotional offers and special introductory rates shall be consistent to all potential Users.

2.5 Performance.

- (a) The above mentioned for-fee Services will provide connectivity that, at a minimum, offers 500 Kbps actual sustained, effective throughput per equipment with low latency, defined as less than 100 milliseconds.
- (b) Provider will install and maintain multiple connections from the core Network to the Internet for redundancy and load-balancing purposes.

- (c) For the purposes of this Schedule, “Mobility” is defined as the ability of a User to utilize and maintain a session. Provider will enable Users to be Mobile within a contiguous WiFi Coverage Area, but no expectation of Mobility will be required between contiguous Coverage Areas serviced with different technologies. However, Provider’s Network and Services must initially provide a for-fee Mobility option. Once technology changes, as described herein, Mobility must be supported with WiMax technology. Mobile coverage will be for the same Coverage Areas as covered by the stationary service.
- (d) Provider shall deploy a consistent Network experience, allowing Users to log in to different locations within the Coverage Area using the same login credentials and User experience as they would within their “home” registration area.

2.6 User Accounts and Authentication.

- (a) Provider must provide a system for the creation of User accounts to be used across the Coverage Area. User accounts shall allow subscribers to access the Network through their standard WiFi equipment. Only one account will be required for a User to access the Network. Provider shall make reasonable efforts to verify the identification of Users, which may include the collection of driver’s licenses numbers and credit card numbers. Provider may not use social security numbers for the purpose of identification.
- (b) Provider shall implement an industry standard method to account for Users in order to ensure accurate billing and, if necessary, provide information for network administration purposes. The authentication process will, at a minimum: (1) identify Users with an account; (2) prevent bandwidth theft of the use time of another User’s free account and theft of Services from paid accounts; (3) assign features to accounts such as for-fee features; and (4) recording when the account is in use and assign the appropriate addresses.
- (c) The Network must authenticate the User and reliably link them to the correct account using a login and password rather than just a MAC address. Accounting must be in place to determine when each account is in use for billing if necessary and investigative purposes. It must include the account information, time connected, time disconnected, MAC address used, and IP address assigned. The authentication mechanism must be able to meet the aforementioned device compatibility requirements. Records regarding login use of the Network will be retained by Provider for ninety (90) days. There is no requirement to retain information regarding where Users go on the Internet. If tracking of sites is done, each Provider must provide the County and each User with a copy of the policy regarding tracking of sites accessed and how it will be used.
- (d) Provider’s authentication methodology will comply with all applicable federal and state laws, rules, regulations, statutes and ordinances.

- (e) Provider shall ensure that the authentication traffic between wireless client and authentication server is encrypted using industry standard protocols.
- (f) Provider shall provide authentication mechanism for non-standard browser based clients like PDA, repeaters etc.
- (g) Provider shall protect User's authentication credentials in accordance with the provisions of this Schedule.
- (h) Provider shall develop a password policy consistent with the security and privacy policies, described below.

2.7 Security.

- (a) Provider shall configure the Network so that one wireless client will not be able to see another wireless client's computer through use of devices such as wireless portals.
- (b) The free and for-fee Services must support the use of VPNs at layer 3 and layer 2 VPN tunnels by stationary clients.
- (c) Provider must have a system in place to detect jamming and other denial of service events (intentional or not) against the Network. Provider must have a process for responding to such incidents. Back end authentication systems must be secured from attack. Any system with usage accounting or personal information must need to be secured in accordance with regulatory standards for protecting private information.
- (d) As part of the testing and acceptance process, described below, and annually thereafter, Provider must demonstrate to the County that Provider has in place and is maintaining information security processes and procedures to secure User data, including, without limitation, personally identifiable information, social security numbers and/or credit card information. Provider must fulfill this obligation through an information security audit, such as a SAS70 Type II audit, prepared by a reputable, independent firm. Such audits will be paid for by Provider. In addition, during the term of this Agreement, the County and/or its third party designee(s), may, at the County's cost and expense, conduct audits and reviews of Provider's facilities and systems to evaluate Provider's information security processes and procedures. Such audits may be conducted no more frequently than once per contract year, during normal business hours and with at least five (5) business days' advance notice to Provider. The County may conduct such audits more frequently than annually if Provider has suffered an information security breach.
- (e) Provider shall securely install all of its Facilities and other equipment in a way that resists theft, vandalism, and weather damage.

- (f) Provider shall create abuse@washtenawwireless.org (or equivalent) email to address abuse complaints and security issues. Provider shall monitor all reported violations and take appropriate steps to satisfy complaints and remedy security issues.
- (g) Provider shall notify User's within twenty-four (24) hours if confidential, financial and/or personal information is compromised. Such information may include credit card numbers, driver's license identifications, passwords and other personal information. Provider shall provide the County with a report quarterly identifying any compromises of confidential or sensitive user information, steps taken to remedy the problems and steps taken to foreclose future compromises.
- (h) Provider must have a system in place to detect jamming and other denial of service events (intentional or not) against the Network. Provider must have a process for responding to such incidents, which shall be subject to the County's review and approval.

2.8 Technology Upgrades.

- (a) County and Provider agree to work cooperatively to deploy new and innovative technologies for the residents and guests of Washtenaw County.
- (b) The risk of obsolescence of the Network must be mitigated through a maintenance and upgrade plan, approved by the County. This maintenance and upgrade plan is to be provided to the County by the Provider for review within ninety (90) days of the Effective Date of the Agreement.
- (c) Provider shall enhance Service offerings to all Users by investigating, testing and implementing advanced communication technologies no later than the beginning of the thirty-sixth (36th) month after the Effective Date of the Agreement. Implementation must be approved by the County.
- (d) Provider shall make reasonable efforts to preserve legacy equipment (802.11 b/g) in the event that additional technology is developed and deployed in connection with the Initiative or Network. Provider shall not eliminate 802.11 b/g technologies from the Service without first obtaining the express written approval of the County.
- (e) Once WiMax (802.16d through 802.16e for Mobility and portability) has been ratified, and products are commercially available, Provider must have a plan for expansion of WiMax service to cover the entire Coverage Area and include WiMax for workstation Mobility. The WiMax service must be deployed within a year of when 50% of the end user equipment providers in the WiMax forum are selling solutions in the U.S. Provider must maintain the legacy WiFi systems until WiFi use of the system drops below 10% of all registered Users. The WiMax service must be available throughout the Coverage Area, including the interior of all buildings. Devices that have WiMax installed must be able to use this service directly. Some rural residences may require a bridge to be installed

that converts the WiMax signal to WiFi for access within the residence. It is assumed that the free Service will use the unlicensed bands; however Provider may license frequencies and use those frequencies to provide fee-based services. WiMax equipment needed to connect a User to the Network may be sold by Providers or be available through other sources not affiliated with the Initiative. When moving to the WiMax solution, it must need to be compatible and interoperate with all WiMax Forum certified portability and mobility products.

3. Deployment Schedule

3.1 Full deployment of the Network shall be completed no later than December 31, 2007. Full deployment means that the Network and Service are fully accessible and usable in conformance with the requirements of the Agreement by all Users within the Coverage Area. The initial roll-out plan is described as follows, and may be updated by the agreement of the parties:

Second Half 2006	Pilot Program
January – April 2007	Begin County-wide deployment, target approximately one-third of the geographic area of Washtenaw County
May – August 2007	Continue County-wide deployment, target approximately two-thirds of the geographic area of Washtenaw County
September – December 2007	Full deployment

Provider shall provide the County with a detailed county-wide deployment schedule within sixty (60) days of the Effective Date of the Agreement.

3.2 The Provider will deploy a total of three (3) pilots, one in the City of Saline, one in the City of Ann Arbor and one in the Southwestern Washtenaw Council of Governments, which consists of the Village of Manchester and portions of the surrounding rural community to be mutually agreed upon. The purpose of the “Pilot Phase” is for the Provider to deploy all aspects of a real deployment with the challenges of a real environment and real Users. The pilots are intended to last sixty (60) to ninety (90) days once functioning and will include deployment across urban, suburban, and rural areas. The Provider will collect and provide evidence demonstrating the performance of each pilot, including the following:

- (a) Verification of signal coverage and penetration;
- (b) On-site sampling of coverage as well as the software-based coverage maps from the management system;
- (c) Performance measurements under load;

- (d) Latency measurements under load;
 - (e) Load and usage details;
 - (f) Utilization measurements;
 - (g) Number and type of subscribers (free and for-fee);
 - (h) User satisfaction with the Network, Service and support via surveys, help desk ticket reports indicating number and type of problems along with resolution times; and
 - (i) Provider and its subcontractors will work together and provide quality Service and support.
- 3.3 The testing of the pilot(s) will include all proposed technology solutions. This may include WiFi, 900 MHz, and rural point to multipoint 5.8 GHz (pre-WiMax). A successful pilot will be determined by the measurements set forth above, which will be evaluated by the County and designated consultants.
- 3.4 Should the pilot be deemed unsuccessful by the County, in its sole discretion, for any reason, the County may terminate the Agreement as provided in Section 11.3(a) of the Agreement. In this event, the Provider shall restore all Assets used for the pilot to their original condition within sixty (60) days of written notification of termination of the Agreement, and otherwise comply with the terms of the Agreement regarding termination. If the County does not elect to terminate the Agreement at that time, Provider and County shall work together to identify any shortcomings or problems with the pilots and address such shortcomings or problems on a going forward basis.
- 3.5 Provider shall issue monthly reports to the County, reporting on any delays or setbacks in the deployment schedule. County and Provider will work cooperatively to correct potential delays and setbacks in the above noted timelines; however, ultimate responsibility for meeting the timeline is on the Provider.
- 3.6 After Provider has provided the County with notice that the Network has been completed, the County shall have a reasonable agreed-to time to review and/or test the Network to ensure that it conforms to its applicable specifications or descriptions (the "Testing Period"). The Network shall be deemed accepted at the expiration of the Testing Period unless the County provides Provider with written notice that the Network fails to conform to its applicable specifications or descriptions. In which case, Provider shall be given a reasonable period of time, but in no event longer than thirty (30) days, to correct such non-conformance and re-submit the Network to the County for re-testing. If after re-testing the County determines in its sole, reasonable, discretion that the Network still does not conform to its applicable specifications or descriptions, then the County may either: (a) allow Provider an additional thirty (30) days to correct the non-conformance(s), in which case the same re-testing activities and the County remedies will apply; or (b) reject the Network, terminate the Agreement upon written notice to Provider, in which case the provisions of Section 11.4 of the Agreement shall apply.

4. Audits and Monitoring.

- 4.1 At County's request, but not more often than once per year, Provider will allow County or its designated representatives to audit its accounting books and records. Provider will cooperate with and comply with all reasonable requests from County or its designated representatives in connection with such audit.
- 4.2 County may monitor Provider's performance of its duties under this Agreement at any time, and with or without written notice.

5. Policies.

- 5.1 Provider shall develop, implement and enforce policies that protect the Users of the Network from security risks, identity theft and other events that might negatively impact a User. These policies shall also work to ensure the integrity and viability of the Network; thereby assuring the delivery of a quality Service. These policies shall include, at a minimum:
 - (a) A "Privacy Policy" regarding the collection and retention of User's personal information. Personal information may include, but is not limited to, driver's licenses, credit card numbers, passwords, e-mail correspondences and Internet browsing activities.
 - (b) An "Acceptable Use Policy" detailing the appropriate use of the Network and Service by both free and for-fee Users.
 - (c) An "Advertising Policy" outlining the types of advertisements that may appear on the User's browsers.
 - (d) A "User Complaint Policy" that includes, as a last resort, the escalation of complaints to the County for final resolution.
- 5.2 These policies shall be plainly written and consistent with other such policies used in the industry. The Privacy Policy, Acceptable Use Policy and User Complaint Policy shall be published on the Wireless Washtenaw connection default homepage, and the Advertising Policy shall be available to Users and the public upon request. Provider shall submit these policies to the County for review and approval, which shall not be unreasonably withheld or delayed.

6. Network Neutrality.

- 6.1 The Provider will clearly and conspicuously disclose to Users, in plain language, accurate information concerning any terms, conditions, or limitations on the Service.
- 6.2 The Network and the Service will be provided on reasonable and nondiscriminatory terms and conditions such that any person can offer or provide content, applications, or services to or over the Network in a manner that is at least equal to the manner in which

the Provider or its affiliates offer content, applications, and services, free of any surcharge on the basis of the content, application, or service.

- 6.3 Neither the Network nor the Service will block, impair, discriminate against, or interfere with the ability of any person to use a broadband network service to access, to use, to send, to receive, or to offer lawful content, applications or services over the Internet; or impose an additional charge to avoid any conduct that is prohibited by this section.
- 6.4 Neither the Network nor the Service will prohibit a User from attaching or using a device on the Provider's Network that does not physically damage or materially degrade other Users' utilization of the Network.
- 6.5 If Provider prioritizes or offers enhanced quality of Service to data of a particular type, it must prioritize or offer enhanced quality of Service to all data of that type (regardless of the origin or ownership of such data) without imposing a surcharge or other consideration for such prioritization or enhanced quality of Service.
- 6.6 Nothing in this section shall be construed to prevent the Provider from taking reasonable and nondiscriminatory measures:
 - (a) to manage the functioning of the Network and the Service to protect the security of such Network and Service if such management does not result in discrimination among the content, applications, or services on the Network;
 - (b) to give priority to emergency communications; or
 - (c) to prevent a violation of a federal and/or state law, or to comply with an order of a court to enforce such law.

7. Subcontractors and Successors.

- 7.1 Provider may not use subcontractors to perform any of its obligations under the Agreement, without the prior express written consent of the County, which may be granted or withheld by the County at its sole discretion. Any use by Provider of subcontractors shall not relieve Provider of any of its obligations under the Agreement, and Provider shall remain fully liable and responsible for each subcontractor's performance and/or breach of the Agreement. Each approved subcontractor must agree in writing to be bound by the applicable and material terms of the Agreement, including obtaining and maintaining all insurance policies set forth in Section 10.3, and otherwise complying with the terms of Section 10.3. Prior to executing any such agreement with any subcontractor, Provider shall submit such agreement to the County for its review and approval, and County will advise Provider of any additional terms and/or modifications required for Provider to receive the County's approval of such agreement.
- 7.2 By its signature below, County approves and consents to the use of CenturyTel, Inc ("CenturyTel") and Siemens Communication, Inc ("Siemens") as subcontractors to Provider, subject to the terms of Section 7.1 and 7.3.

- 7.3 Provider represents that Siemens is committed to supporting both Provider and the Initiative. Provider represents that Siemens would be willing to consider taking over Provider's obligations under the Agreement, if Provider should fail, financially or otherwise. Provider represents that Siemens would work with the County to assure the continued success of the Initiative in this circumstance. Provider must have its agreements in place with CenturyTel and Siemens prior to pilot deployment.
- 7.4 Provider agrees that it will not transfer or sell ownership or control of Provider to any third party without securing a written agreement from such third party to be bound by and continue to perform under the Agreement. Subject to the foregoing, and the provisions of Section 13 of the Agreement, the Agreement is binding upon and shall inure to the benefit of any successor or assignee of Provider. For the purposes of the Agreement, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise).
- 8. Wireless Washtenaw Trademark.**
- 8.1 Provider acknowledges and agrees that the County owns and shall retain all rights, title and interests in and to the "Wireless Washtenaw" name and logo (collectively, the "Marks"). All rights in the Marks not expressly granted by the County to Provider under this Agreement are reserved by the County, and Provider may not use the Marks in any manner not expressly authorized in this Agreement. Provider is expressly prohibited from challenging or contesting in any way the validity of the Marks, their registration with the U.S. Patent and Trademark Office (if any), or their ownership by the County.
- 8.2 During the term of this Agreement, Provider may reproduce and use the Marks in connection with the Network and Services at no charge. Provider acknowledges and agrees that its reproduction and use of the Marks are under the sole control and supervision of the County. Provider's reproduction and use of the Marks, and all goodwill established thereby and/or associated therewith, shall inure exclusively to the benefit of the County, and Provider acquires no goodwill or other legal rights or interests in the Marks other than the right to use the Marks in connection with its activities under the Agreement.
- 8.3 Provider shall seek written approval of all of its proposed uses of the Marks by, at its sole cost, submitting to the County samples of all proposed materials depicting the form of intended use of the Marks and any words, photographs, designs or other elements intended to appear in association with the Marks. The County shall have the right to approve or disapprove any proposed use in its sole discretion, and any failure by the County to respond to a request shall be deemed a denial of such request. Provider shall use the Marks solely in accordance with the approvals granted by the County pursuant hereto.
- 8.4 The parties shall mutually agree upon the content, look and feel of the Network default homepage, which shall prominently display the Marks. Such Network default homepage

will apply to both free and for-fee Services, will be used by User to access and log into the Network, and will be displayed when Users initially log into the Network. However, Users will be given the ability to replace the Network default homepage with a default homepage of their choosing.

AGREED AND ACCEPTED:

Washtenaw County

(Provider's Full Legal Name)

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Title: _____

Title: _____

Date: _____

Date: _____

Provider Agreement

Exhibit 1 to Schedule 1 – Service Levels

This Exhibit 1 is made pursuant to the terms of Schedule 1 to the Provider Agreement, and is incorporated therein by reference. All capitalized terms in this Exhibit not defined herein shall have the meanings ascribed to them in Schedule 1. The terms of this Exhibit 1 shall govern any conflict or inconsistency with the terms of Schedule 1.

Provider shall achieve the service levels and performance measures set forth in this Exhibit 1 beginning as of the first day of the second month following full deployment of the Network, as described in Schedule 1 (the “Service Level Start Date”).

1. Network Availability.

During each calendar month of the Agreement after the Service Level Start Date, an average of at least 90% of the total number of nodes in the Network shall be and remain fully accessible by Users within the mutually agreed Coverage Area within such calendar month at the bandwidths set forth in Schedule 1, exclusive of downtime for planned maintenance periods and force majeure events described in Section 16.3 of the Agreement (the “Network Availability”). In addition, the entire Network shall be able to remain fully operational during a power outage of up to fifteen (15) minutes, excluding components in individual residences and businesses.

2. Components Included.

The components included in calculating Network Availability include all of the Network components managed by the Provider, its subcontractors and/or any other third party service providers providing services to Provider.

3. Network Availability and Remedies.

“Network Downtime” is measured based on the cumulative total outage time of all affected Users and Services for the applicable calendar month. Network Downtime is measured from the time the Network and/or Service becomes inaccessible by any User to the time the Network and Service are fully accessible and usable by such User. Provider shall monitor Network Availability and submit a report to the County on or before the 5th business day of each calendar month, detailing Network Availability for the prior calendar month.

Emergency/Critical (Priority1): The Emergency can be defined where 90% of the Access Points are out of service.

Major (Priority 2): When there is intermittent service disruption on 80% of the Access Points in the Network.

Minor (Priority 3): Where County and/or any User needs information or assistance on non critical/major operational issues.

WIP/SSG:

Emergency/Critical (Priority1): The Emergency can be defined where 85% of the traffic in the Network is out of service.

Major(Priority 2): When there is service disruption on 50% of traffic in the Network.

Minor (Priority 3): Where County and/or any User needs information or assistance on non critical/major operational issues.

Response Rate – Service.

The Provider shall provide service and respond to problems identified by the County and/or Users as promptly as possible, and will strive to provide services within the “Response” and Resolution timeframes described below.

		Response	Resolution	Escalation	Hours of Coverage						
Service Help Desk Remote NOC	Reactive	120 Sec	NA	2 Hrs.	M-F 10.00AM - 10PM CST, S 9.00AM - 1.00PM CST, S 5.00PM - 10 PM						
	Proactive	30 Min.	NA	ASAP	24 x 7						
			Critical		Major			Minor			
TAC2/TAC3 (Bronze)			Response	Resolution	Permanent	Response	Resolution	Permanent	Response	Resolution	Permanent Sol.
	Reactive	15 M	ASAP	NA	4hr	7 B D	45 B D	5 B D	NA	180 B D	
On site Maintenance (Hardware Field Maintenance)	Optional	4 Hrs	ASAP	NA	4 Hrs	ASAP	NA	4 Hrs	ASAP	NA	

4. Service Level Exceptions.

Provider shall not be responsible for outages, Downtime, or degradation in Services which are the direct result of (1) the negligence, acts or omissions of the Participants, Users, or third parties not under the reasonable control of Provider; (2) the failure or malfunction of equipment, applications or systems not owned or controlled by the Provider and/or its subcontractors; (3) circumstances or causes beyond the control of the Provider, including instances of force majeure, described in Section 16.3 of the Agreement; or (4) scheduled service maintenance, alteration, or implementation where the Participants and Users were notified in advance.

5. Normal Maintenance.

Normal Maintenance shall refer to: (1) upgrades of hardware or software used to provide the Network and/or the Service; or (2) upgrades to increase capacity of the Network. Normal Maintenance while being conducted may degrade the quality of the Services provided which may include an outage of the Services; provided, however, that an outage related to Normal Maintenance shall not be deemed to be Network Downtime. Maintenance affecting Service shall be undertaken by the Provider between the hours of 12:00 Midnight and 6:00 AM local time. The Provider will use commercially reasonable efforts to notify all Users and the County 72 hours prior to initiating Service affecting Maintenance but minimally will notify Users and the County at least 12 hours in advance of planned outages.

6. Urgent Maintenance.

Urgent Maintenance shall refer to efforts by the Provider to correct the Provider's Network conditions that are likely to cause a material Service outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the Services provided to an affected Service that may include an outage of the Services. The Provider shall provide notice of Urgent Maintenance to all Users and the County as soon as commercially practicable under the circumstances.

7. Network Backhaul Capacity.

The Provider shall maintain sufficient capacity (at least 50% of the aggregate wireless capacity) such that peak usage of the Network at any point in time does not exceed 95% of the backhaul capacity of the Network. If peak usage of the Network at any point in time does exceed 95% of the backhaul capacity of the Network, then Provider shall increase the backhaul capacity of the Network appropriately within thirty (30) days after becoming aware of the situation.

8. Response Rates – New Service.

The Provider shall use reasonable commercial efforts to respond to new Service requests, and satisfy new Service requests, as soon as practically possible. At minimum, Provider shall respond to new service requests on or before the business day following the request, and satisfy new service requests within 5 business days after receipt of request, assuming reasonable availability of the User.

9. Response Rates – Support Calls.

Response Rate – Help Desk.

The Provider Help Desk is the first level of support for all calls made for support by Users. The Help Desk Metrics table below identifies target performance results for inbound support requests and availability of the Help Desk online system. The Provider shall use its best efforts to resolve reported issues at this first level of support.

Help Desk Metrics.

Category	Target Performance
Monthly Average Speed to Answer	Within 120 seconds
Customer Satisfaction	90% of all service requests surveyed during the month receive a "Good" or above rating subject to NOTE "2" below
Monthly Average Abandon Rate	Not to exceed 10% of calls
Help Desk Online system Availability	97% uptime on monthly basis, excluding scheduled Network maintenance, force majeure events, and Service Level Exceptions in Section 4

Notes:

(1) The “**Target**” performance level identifies the desired level of performance.

(2) Speed to Answer herein defined as the duration of time elapsed between the first ring heard when calling the Onsite Help Desk and when the call is answered by a live technician. Surveys will be agreed to by Provider and the County within thirty (30) days of the Effective Date of the Agreement, and Provider shall conduct surveys of a statistically valid number of Users no less than annually. In addition, if County receives notice of a significant number of complaints from Users, then County may request that Provider conduct surveys on a more frequent basis. All surveys will be conducted by Provider at its sole cost and expense.

10. Reporting.

Provider shall monitor all service levels and performance measures set forth herein, and shall provide written monthly reports to the County regarding Provider’s performance related thereto. Provider shall also provide a monthly report to the County which includes (a) the total number of Network subscriptions; (b) the total number of new Network subscriptions added the previous calendar month; (c) the total number of canceled Network subscriptions the previous calendar month; and (d) the total number of Service requests the previous calendar month. The format of all reports shall be agreed to between the parties within one hundred twenty (120) days after the Effective Date of the Agreement. Provider shall provide such other documentation and information as the County reasonably requests.

11. Failures to Meet Service Levels and/or Performance Measures.

An uncured failure of Provider to meet any of the minimum performance measures and/or minimum service levels set forth in this Exhibit 1 shall constitute a material breach of the Agreement. In addition, if in any calendar month Provider fails to meet any of the performance measures and/or service levels set forth in this Exhibit 1, Provider shall immediately conduct a root-cause analysis of such failure and shall provide a written plan to the County within thirty (30) days, which is designed to ensure that the causes of such failure(s) have been addressed and that such failure(s) will be avoided in the future.

12. Disaster Recovery.

Provider will provide to County, within ninety (90) days of the Effective Date of this Agreement, and annually thereafter, a Disaster Recovery Plan covering the Network and Facilities. Provider will review any comments and suggestions presented by County with respect to Provider’s Disaster Recovery Plan and take commercially reasonable steps to implement such comments and suggestions. Upon County’s request, and at mutually agreed upon fees, Provider and/or its approved subcontractors will participate in the County’s disaster recovery tests.

If Provider is prevented, hindered or delayed in the performance or observance of any of its obligations under the Agreement by reason of any force majeure event, Provider will be excused from any further performance or observance of the obligations so affected for as long as such

circumstances prevail and Provider uses its reasonable commercial efforts to recommence performance whenever and to whatever extent possible without delay (including compliance with Provider Disaster Recovery Plan). Provider will advise the County in reasonable detail of the force majeure event (including the estimated duration of the event) as promptly as practicable and keep the County reasonably apprised of progress in resolving the event.

Provider Agreement

Schedule 2

[See Attached Spreadsheet]

Washtenaw County

General Restrictions	Notwithstanding the restrictions below, Washtenaw County reserves the right to impose additional restrictions at its sole discretion. Washtenaw County will work with the Provider on a case-by-case basis to determine the usability of each asset	
Asset	County Annex	110 North Fourth Ave
Restrictions	Building is governed by a historic district commission that governs visible items on the building and rooftop. Antennae array(s) are not likely	
Asset	Clerk's Office	200 North Main
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 4 th floor roof is fairly accessible	
Asset	Administration	220 North Main
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 2 nd floor roof is fairly accessible	
Asset	Downtown Courthouse	101 East Huron
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 3 rd floor roof is fairly accessible	
Asset	Delonis Center	312 Huron Street
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 4 th floor roof is fairly accessible	
Asset	Community Corrections	4101 Washtenaw
Restrictions	Some limits due to Rooftop mechanical equipment on placement, roof height is rather low	
Asset	Youth Center	4125 Washtenaw
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 1 st floor roof is fairly accessible	
Asset	14A-1; 6 District Court	4133 Washtenaw
Restrictions	Building roof is not conducive to antennae or towers. Building is scheduled to be torn down within five years	
Asset	House By The Side of the Road	4133 Washtenaw
Restrictions	Building is not correctly configured or structurally set-up to accept any rooftop items	
Asset	Library Learning Resources Center	4135 Washtenaw
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 1 st floor roof is fairly accessible	
Asset	Sheriff Dept. & Correctional Facility	2201 Hogback
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 2 nd floor roof is fairly accessible. There must be no interference with current communication infrastructure	
Asset	Former Huron Valley Ambulance	2215 Hogback
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 2 nd floor roof is fairly accessible	
Asset	Veteran Services & Facilities warehouse	2155 Hogback
Restrictions	There is really no roof on this building as it is built into the ground. Elevation is likely too low to be of use	
Asset	Head Start	1661 LeForge
Restrictions	Roof system is a pitched metal roof and with the playground area – not very good location for towers or guy wires	
Asset	Eastern County Government Center	415 West Michigan
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 2 nd floor roof is fairly accessible	
Asset	Human Services	555 Towner
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 2 nd floor roof is fairly accessible	
Asset	State Human Services	22 Center
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 2 nd floor roof is fairly accessible	
Asset	750 Towner	750 Towner

Restrictions	Some restrictions due to roof style (mix of flat and pitched-shingled)	
Asset	Western Service Center	705 Zeeb Road
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 2 nd floor roof is fairly accessible	
Asset	Chelsea Courthouse	122 South Main
Restrictions	Some limits due to Rooftop mechanical equipment on placement, otherwise the 2 nd floor roof has limited accessibility. However, the building is also subject to historic district committee approval for anything on the exterior	
Asset	Group Home	3600 Cherrywood
Restrictions	Residential home in a wooded area – single story with standard flat residential roof system	
Asset	Group Home	10865 North Territorial
Restrictions	Residential style home on a slightly wooded lot. Normal residential pitched roof	
Asset	O'Brien Center	2260 Platt
Restrictions	Residential building converted for commercial use. Pitched and shingled roof of single story. Building roof is not conducive to antennae or towers. Building is scheduled to be torn down within five years	
Asset	Family Court - Juvenile Division	2270 Platt
Restrictions	Other than a few penthouse mechanical areas, the roof is open and accessibility is quite good. No nearby buildings. Building roof is not conducive to antennae or towers. Building is scheduled to be torn down within five years	
Asset	Community Mental Health	2140 Ellsworth
Restrictions	Pitched metal roof with some access. Very little property exists to the east of the building	
Asset	14A-2 District Court	415 W. Michigan Ave.
Restrictions	Building is situated very close to the property lines, there may not be enough setback for fall protection for a tower- otherwise the roof is accessible	
Washtenaw County Public Safety Assets		
General Restrictions	All assets listed below should be considered as sensitive to public safety operations. Washtenaw County reserves the right to restrict or otherwise prohibit access to these public safety assets at its sole discretion. Controlled access to both Communications Tower sites. Contact Marc Breckenridge at (734) 973-4734 or David Halteman at (734) 973-4548	
Asset	400' freestanding Public Safety Communications Tower	532 Auto Mall Drive – Scio Township
Restrictions	Managed by the Washtenaw County Emergency Management Division, who has reserved the 150' height AGL position for this project. Additional height restricted due to tower loading. Sufficient tower hut space questionable for any additional equipment (dependent upon footprint). All feed line configurations must comply with grounding guidelines established by the Division. Current Telco interface is at maximum capacity	
Asset	200' freestanding Public Safety Communications Tower	Washtenaw County Service Center – Pittsfield Township
Restrictions	Managed by the Washtenaw County Emergency Management Division. Space is available at approximately 140' AGL, but any additions to this tower will require a structural analysis due to design and loading. No tower hut available. All feed line configurations must comply with grounding guidelines established by the Division	
Asset	Outdoor Warning Siren	Dexter Ann Arbor and Dan Hoey – Village of Dexter
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	Dexter Pinckney between Grove and Winston – Dexter Township

Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	US-23 & Barker Rd. – Whitmore Lake Village
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	Salem Water Treatment Plant – Village of Salem
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	Stamford and Bazley – Superior Township
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	Prospect Park – City of Ypsilanti
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	Jackson Ave. and 3 L's Drive – Scio Township
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	Chibro Park – Village of Manchester
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	Merritt Rd & Hitchingham Rd. – Ypsilanti Township
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	Ellsworth Rd. & Hewitt Rd. – Ypsilanti Township
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	
Asset	Outdoor Warning Siren	South Huron River Dr. near Indian Trail – Ypsilanti Township
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)	

Asset	Outdoor Warning Siren	Share Ave. & Harris Dr. – Ypsilanti Township			
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)				
Asset	Outdoor Warning Siren	Wiard Rd. & Michigan Ave. – Ypsilanti Township			
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)				
Asset	Outdoor Warning Siren	Lakeview Park – Ypsilanti Township			
Restrictions	Washtenaw County Emergency Management Division manages this siren pole. 40' wood utility-style pole with electrical power but no Telco interface. 360-degree rotating siren head at top of pole must operate without obstruction. Sirens are triggered by VHF radio (assurances against RF interference is required)				
City of Ann Arbor					
Asset	N/A	N/A	Ann Arbor	MI	
Restriction	City has numerous assets; further conversation required				
City of Chelsea					
Asset	N/A	N/A	Chelsea	MI	48118
Restriction	Upon Mutual Agreement				
City of Saline					
Asset	Water Tower	Industrial Drive	Saline	MI	
Restriction	May not interfere with existing wireless internet provider. Must comply with City's security restrictions and procedures. Must not interfere with City's radio frequencies or antennae.				
Asset	Tornado Siren	Maple & Woodland Drive	Saline	MI	
Restriction	Must not interfere or disconnect siren. Must comply with zoning height restrictions				
Asset	Tornado Siren	200 North Ann Arbor Street	Saline	MI	
Restriction	Must not interfere or disconnect siren. Must comply with zoning height restrictions				
Asset	Municipal Building	100 North Harris Street	Saline	MI	
Restriction	Must accept security restrictions. Cannot damage roof. No antenna allowed on building grounds				
Asset	Water Tower	West Henry Street	Saline	MI	
Restriction	Must not interfere with Verizon and existing wireless internet provider. Must comply with City security restrictions and procedures. Must not interfere with the use of City's radio frequencies or antennae				
Village of Manchester					
Asset	Village of Manchester Water Tower	209 Ann Arbor Hill	Manchester	MI	
Restriction	Nothing can be welded directly to the tower and only attached to the grid on top of the tower in a manner approved by the Village of Manchester. Access for maintenance can occur between 7:00 a.m. and 3:30 p.m., Monday through Friday with 48-hour notice. It can be arranged by calling the Village Clerk at 734-428-7877				
Asset	Village of Manchester Village Hall	912 City	Manchester	MI	
Restriction	Hours are the same as above. The village must approve location and manner of installation				
Ann Arbor Township					
Asset	Township Hall/Fire Station #1	3792 Pontiac Trail	Ann Arbor	MI	48105

Restriction	Access and use will require information from provider on the type and nature of the equipment, review by the Township Fire Department and approval by the Township Board of the exact location and restrictions on use				
Asset	Goss Road Fire Station #2	4319 Goss Road	Ann Arbor	MI	48103
Restriction	[Note Permission from tower owner required if on tower; must apply for accessory use] Access and use will require information from provider on the type and nature of the equipment, review by the Township Fire Department and approval by the Township Board of the exact location and restrictions on use				
Asset	Water Tank Parcel	4231 Whitehall Drive	Ann Arbor	MI	48105
Restriction	[Note Permission from tower owner required if on tower and must apply for accessory use] Access and use will require information from provider on the type and nature of the equipment, review by the Township Utility Department and approval by the Township Board of the exact location and restrictions on use				
Asset	Pump Station (possible)	1947 Dixboro Road	Ann Arbor	MI	48105
Restriction	Access and use will require information from provider on the type and nature of the equipment, review by the Township Utility Department and approval by the Township Board of the exact location and restrictions on use				
General Conditions:	Participant shall not be responsible for any FAA lighting of the asset resulting from equipment installed by Provider. Participant shall not be required to incur any additional costs for insurance as a result of Provider's use of the asset				
Bridgewater Township					
Asset	Bridgewater Township Hall	10990 Clinton Road	Manchester	MI	
Restriction	By mutual approval, location and access				
Dexter Township					
Asset	Township Hall	6880 Dexter-Pinckney Road	Dexter	MI	
Restriction	Equipment location will be by mutual agreement between the Township and provider. Access for maintenance can occur between 8:30 a.m. and 4:30 p.m. on Monday through Friday and at other times by contacting the Township Supervisor				
Freedom Township					
Asset	Freedom Township Hall and Property	11508 Pleasant Lake Road	Manchester	MI	48158
Restriction	Equipment can only be mounted in specific locations on buildings or structures designated by mutual agreement between Provider and Participant Access for maintenance can occur between 7:00 a.m. and 5:00 p.m. Monday through Friday				
Lodi Township					
Asset	Lodi Township	3755 Pleasant Lake Road			
Restrictions	Regular office hours Monday, Wednesday, Friday, 9 am - 12 pm. Call supervisor Jan Godek 665-7583 (hall), 663-8576 (home) or 255-5560 (cell) for access to building at other times. Equipment may be mounted on building as needed				
Asset	Old Lodi Township Hall	5444 Pleasant Lake Road			
Restrictions	Please call supervisor Jan Godek 665-7583 (hall), 663-8576 (home) or 255-5560 (cell) to discuss use of this building				
Manchester Township					
Asset	Manchester Township Hall	275 South Macomb Street	Manchester	MI	48158
Restrictions	By mutual agreement, location and access				
Scio Township					
Asset	Scio Township Hall	827 North Zeeb Road	Ann Arbor	MI	48103
Restrictions	Would need evidence or proof that there would be no interference with existing equipment on building, especially wireless link to Fire Department				

Sharon Township

Asset	Sharon Township Hall	18010 Pleasant Lake Road	Manchester	MI
Restrictions	Small parcel - needs good planning			
Superior Township				
Asset	Township Hall	3040 North Prospect	Ypsilanti	MI 48198
Restrictions	Equipment can only be mounted on the radio tower or area and location designated by mutual agreement on north side of the building. Access for maintenance can occur between 7:00 a.m. to 4:00 p.m. Monday through Friday			
Asset	Fire Station #1	Corner of Prospect & Ford Roads		
Restrictions	Equipment can only be mounted on the hose tower or area and location designated by mutual agreement. Access for maintenance can occur between 7:00 a.m. and 4:00 p.m. Monday through Friday			
Asset	Fire Substation	Corner of MacArthur & Harris		
Restrictions	Equipment can only be mounted on the north side of the highest point of roof or on the flagpole or area and location designated by mutual agreement. Access for maintenance can occur between 7:00 a.m. and 4:00 p.m. Monday through Friday			
Asset	Utility Maintenance Building	Corner of MacArthur & Bazley		
Restrictions	Equipment can only be mounted on the north side of the building or area and location designated by mutual agreement. Access for maintenance can occur between 7:00 a.m. and 4:00 p.m. Monday through Friday			
Asset	Utility Office Building	575 East Clark, corner of Clark and Prospect		
Restrictions	Equipment can only be mounted on the NE corner of building or on sign or area and location designated by mutual agreement. Access for maintenance can occur between 7:00 a.m. and 4:00 p.m. Monday through Friday			