#### BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by BellSouth Tele-	)	ORIGINAL
Communications, Inc., Regarding	)	
The Operation of a Telecommunications	)	DOCKET NO. 050257-TL
Company by Miami-Dade County in	)	
Violation of Florida Statutes and	)	
Commission Rules	)	

# FINAL EXHIBIT NOS. 95-97, 99-100, 102-104 & 107-109

16 of 29

DOCUMENT NUMBER-DATE 06982 AUG-95

FPSC-COMMISSION CLERK

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Exhibit 6
SATS Airport Rental and CUTE Agreements

at ul 61 22 62	Airtele Customers	Customer Number
<u></u>	(Excluding MDAD)	
1	Abatis International	10391420
2	Aces - CUTE & Voice	10338645
5	ADT Securities	10506587
3	AeroMexico	10506587
5	Aeropostal - CUTE & Voice	10427644
ء ا	Air France - CUTE	10450333
} 7	Air Jamaica	10518850
i	Air Tran Airways	10354615
9	American Airlines - CUTE & Voice	10363503
10	ASI Baggage	10381496
11	ASIG Miami. Inc	10377170
12	Aserca Airlines	10519350
13	Allas Av	10337970
14	AT&T	10344526
15	Avianca - CUTE & Voice	10484758
16	Brish Airways - CUTE & Voice	10408278
17	Cafe Versailles	10339696
18	Carne Ice Cream Shop	10351663
19	Centers for Disease Control	10395494
20	Cirilio Rodriguez d/b/a Bright Additions	10363032
21	Commodore Aviation	10416024
22	Communitet	10404505
23	Continental Aurines	10421360
24	Cona · CUTE	10494895
25	Cyber Express	10454227
26	Evergreen International	10338837
27	Flagship (American Eagle)	10338283
28	Gray Construction	10497202
29	Guitstream Airlines	10341784
30	Host Marriott	10406827
31	ici	10422707
32	Lan Chile - CUTE	10377882
33	Martin Air - CUTE & Voice	10411203
34	Mexicana	10505015
35	Miami Airport Duty Free Joint Venture	10396900
36	Midway Airlines	10506157
37	National Airlines	10477140
38	Polar Air	10345528
39	Sirgany Bencomo	10407537
40	Sita Communications	10459735
41	Smarte Carte	10428523
42	Swice Are	10462868
40	Taca International	10518491
44	Underground Construction	10514494
45	United Airlines	10342394
46	USDA - Cargo	10344972
47	USDA - Network	10427656
48	USDA - Terminal	10370069
49	USDA - Operations	10517502
50	USDA - Bidg 100	10518439
51	USDA - Bidg 701	10518440
51 52	Vang Brasil - CUTE	10467672
52 53	Virgin Altantic - CUTE	10467591
53 54	Worldwide Concessions	10518818
54 55	Worldwide Flight Services	10464296
23	THE DENGE I HIGH SELFICES	10707230
	Expected New Contracts	
	Global Concessions	T80



NOAD - NextraOne Management Agreement February 7, 2002



# SATS CUSTOMER LIST AS OF 2/03

AIRLINES	GOVERNMENT AGENCIES	CONCESSIONS/OTHERS	MANAGEMENT COMPANIES
ACES GROUP	CENTER FOR DISEASE CONTROL	ADT	AIRPORT PARKING ASSOCIATES (MEYERS)
AEROMEXICO	TRI-COUNTY COMMUTER RAIL	ASI BAGGAGE	AVIATION CLUB B
AEROPOSTAL	US CUSTOMS	ASIG. MIAMI INC	AVIATION CLUB F
AIR FRANCE	USDA, APHIS	AT&T WIRELESS	CLUB AMERICA TWOV
AIR JAMAICA		CAFÉ VERSAILLES	MIAMI INTERNATIONAL AIRPORT HOTEL
AIR TRAN		CARRIES ICE CREAM	N&KI ENTERPRISES
ALASKAN AIRLINES		COMMUNITEL	NFL MANAGEMENT
AMERICAN AIRLINES		DATO ELECTRIC	QUALITY AIRCRAFT (SKYCAPS)
ASERCA AIRLINES		GLOBAL MIAMI JOINT VENTURE	SHUTTLE SERVICES
ATLAS AIR		GUAVA & JAVA	SIRGANY CENTURY
AVIANCA		HMS HOST	TERMINAL REXALL
BRITISH AIRWAYS		INTERMEDIA COMMUNICATIONS	TOP OF THE PORT
COMMODORE AVIATION		MATRIX SYSTEMS	UNICO
CONTINENTAL AIRLINES		MIAMI DUTY FREE	VISTA BLDG MANAGEMENT
COPA		SIRGANY BENCOMO	
CYBER EXPRESS		SITA	
UTCH CARIBBEAN AIRLINES		SMARTE CARTE	
EVERGREEN AVIATION		UNDERGROUND CONSTRUCTION	
FLAGSHIP AIRLINES		WORLDWIDE CONCESSIONS	
GULFSTREAM AIRLINES		WORLDWIDE FLIGHT SERVICES	
LAN CHILE			
MARTIN AIR			
MEXICANA			
POLAR AIR CARGO			
SWISS AIR		,	
TACA INT'L			
TAMPA AIRLINES			
UNITED AIRLINES			
 VARIG			
VIRGIN ATLANTIC			

BST1507

PLAINTIFF'S EXHIBIT MJ- 10

3/20/03 - 9:57 AM

1 of 1

# Information Systems / Telecommunications MIAMI-DADE AVIATION DEPARTMENT

	7			1	1
	MDAD Assigned				
STS Contemps Name	SATS customer 8	Phones	Deta	Fiber	B/O CUTE
STS Cuslomer Name	ADTS70	×			
ADT AEROHONDURAS	SOLH70				×
AEROMEXICO	ANMZ7D	X			
AERONAUTICAL RADIO, INC	AERR70			×	
AEROPOSTAL	AEOT70	×			
AIR CANADA	AICX70			<u>×</u>	
AIR FRANCE	AFRA70	×			×
AIR JAMAICA	AJAM70 AITA70	×		×	<del> </del>
AIR TRAN	AITS70	×		<del></del> -	
AIR TRANSPORT IT SERVICES, INC	ALA570	<del>-</del>	×		
ALASKA AIRLINES ALTITUNES	ALTI70	X			
AMERICA WEST AIRLINES	AMEW70	×			
AMERICAN AIRLINES	AMAI70	X		X	
ASI BAGGAGE	ASIB70	X			
AT&T	ATAT70		×	X	ļ
AVIACSA AIRLINES	AVAC70	X		ļ	
BAKER INTEGRATED TECHNOLOGIES	BAKE70	X		<del> </del> -	
BRITISH AIRWAYS	BRAW70	X	<u>×</u>	×	<del>                                     </del>
CAFÉ VERSAILLES	CARR70	×		<del> </del>	<del></del>
CARRIES ICECREAM	CDCO7D	x		<del>                                     </del>	<del> </del>
CENTER FOR DISEASE	COMU70	×	×		
CONTINENTAL	CONY70	¥			X
COPA	COPA70				X
DADE COUNTY FEDERAL CREDIT UNION		¥			
DATO ELECTRIC	DATO70	x			
ELAL	ELAL70	*		ļ	×
EVERGREEN AVIATION	EVEG70	X		<u> </u>	
FLAGSHIP AIRLINES (American Eagle)	AMEE70				
FLORIDA POWER AND LIGHT	GLOC70	×	X	<b></b>	
GLOBAL MIAMI JOINT VENTUPE	GUAA70	<del></del>	^_	<del>                                     </del>	
GUAVA & JAVA GULFSTREAM AIRLINES	GULT70	Х			
HMS HOST	HOSI70	X	X		
HONEYWELL INTERNATIONAL	HONY70	X			
IBERIA AIRLINES	IBER70			X	
INTERMEDIA COMMUNICATIONS (WorldCom)	INTR70			X	<del></del>
LTU INTERNATIONAL AIRLINES	LUFT70		x		<u> </u>
LUFTHANSA GERMAN AIRLINES	MART70	×			×
MARTIN AIR	MIRM70	<u>,</u>	*		<del></del>
MIAMI DUTY FREE NEWSLINK OF S FL, INC	NEWI70	¥			
NORTHWEST AIRLINES	NWAL70	×			
POLAR AIR CARGO	POLX70	×			
SANTA BARBARA AIRLINES	SANA70	X			
SITA	SITA70	<del>_</del>			
SMARTE CARTE	SMAR70	<u> </u>			
SWISSPORT CARGO SERVICES	SW1170	<u>×</u>			<del></del>
TACA	TACA70		X	<u> </u>	*
TRI-COUNTY COMMUTER BAIL AUTHORITY	TURA70	×			
TURSAIR FUELING UNDERGROUND CONSTRUCTION	UNDE70	×			
UNITED AIRLINES	UALX70	×		X	
US AIRWAYS	USAY70		X		
USDA, APHIS - TERMINAL OPS	USD070	×			
USDA, APHIS - OFERATIONS	USDB70	X			
USDA, APHIS, ITC - NETWORK	USDI70	X	¥	X	
USDA, APHIS, PPO, CARGO - BLDG 708	USDC70	X			
USDA APHIS - Bill Pinkney - BLDG 100-JRD FLA,STE 319	USDH70	_ X			
USDA APHIS PPO - Ester C	USDF70 USCU70	X	х	<u> </u>	
US DEPARTMENT OF HOMELAND SECURITY (CBP) US DEPARTMENT OF HOMELAND SECURITY (TSA)	USD070		- ^ -	×	
VARIG	VARG70				×
WESTFIELD CONCESSIONS MGMT	WESF70	x			
WORLD WIDE CONCESSIONS	WOLD70	×			

60128

5/15/2005

CUSTOMER NAME	LOCATION / ADDRESS	Building
Aeromexpress S.A. De C.V.	2261 NW 67 Avenue, Building 700,RM 215 Miami, Florida 33122	700
Delta Air Lines, Inc	MIA Cargo Bldg, 2461 NW 66 Ave Bldg 702, Delta Com Room 2nd Floor	702
Bwia West Indies Airways Limited	Lan Chile Cargo Building 1701 NW 66TH  Ave Ste 301 - Building 709 2nd FL -  Computer Room	709
Lan Chile S A. (Linea Aerea Nacional De Chile)	Airport Building 709A 1951 N W 66 Avenue, Miami, FL	709-A
Iberia Lineas Aereas De Espana S.A.	Cargo Building - 6065 NW 18th Street - Bldg 716-D 2nd FI Ste 503	716-D
Chına Airlines Ltd	Miami Int'l Airport, Cargo Bldg. 716-D, 6065 N.W. 18th Street Ste 500 2nd Floor Miami, Florida 593205	716-D
Virgin Atlantic Airways	Cargo Building 716E 6025 Ste 603 N W 18TH Street	716-E
Delta Air Lines, Inc.	6025 NW 18TH STREET CARGO BLDG 716-E, MIAMI INTL AIRPORT	716-E
Varig S.A.	5815 NW 18th Street - Miami International Airport - Cargo Building 716J Ste 1102	716-J
Varig S.A.	5815 NW 18th Street - Miami International Airport - Cargo Building 716J Ste 1102	716-J
Transportes Aereos Regionals, S.ATam-	TAM Back Office Miami Airport, Concourse A, level 2, room 2035.	Α
Mexicana De Aviacion Sa De Cv	Mrami International Airport, OPS ASIG, Room E2609, Concourse E, Departure Level	E
Virgin Atlantic Airways	Miami Intl Airport, Concourse E 2nd Floor 4200 NW 21 Street	Е
Bwia West Indies Airways Limited	Miami Intl Airport, Concourse E, Upper Level	E
Sabre - Airline Solutions	Miami Intl Airport Upper Level/ Concourse G RM 2425	G
Varig S.A.	Miami International Airport Check-In Counter Concourse G Departure Leverl - Varig Back Office PO Box 99-6233	G

	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
El Al Israel Airlines Ltd.	Miami International Airport NM 21 Street	ے ا
	3rd FL Concourse G	9

# DCAD-File

# UNITED'S COPY

#111612

UNITED LUNITABLE

WILTEL

Airport Rental Agreement

This Agreement is made as of February 3 , 19<sup>92</sup>, between Wilrel Communications

Systems, Inc., 1701 Golf Road, Rolling Neadows, Illinois 60008 (Wilrel), and

United Airlines a

Corporation/Partnership/Sole Proprietorship (Customer)

1) Agreement. Wiltel agrees to deliver, install, rent and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by tenants at the airport (Switch Access), (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling, (when itemized on Schedule 1) all of which are described on Equipment Schedule 1 attached hereto, including optional services and features and made a part hereof, (and are hereinafter collectively referred to as the System) and Customer agrees to rent the System, subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by WilTel. Customer agrees to cooperate with WilTel by providing all credilt and financial information that may be required by WilTel. Upon WilTel's approval of Customer's rental application. Customer agrees to execute all documents relating to the rental and promptly return them to WilTel. In the event all properly executed documents and advance payments are not in the possession of WilTel, WilTel may, in addition to other rights and remedies delay cutover until such executed documents and advance payments are received and approved by WilTel.

- 2) Schedules. The attached schedules are part of this Agreement:
  - Schedule I Equipment and Services Schedule
  - Schedule II Acknowledgment and Certificate of Acceptance
  - Schedule III Naintenance Schedule
- 3) Installation.
  - a) Customer will be responsible for and provide or arrange at its own expense:
    (1) necessary floor plans and accessible System locations free from
    environmental hazards; (2) reasonable access for WilTel; (3) completed copies
    of database feature forms in a timely manner as directed by WilTel; (4) where
    not otherwise provided herein, raceway, conduit, holes and wireways; and (5)
    easements and microwave licenses.
  - b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. Wiltel will install the System in a workmanlike manner without damage to Customers premises, and will obtain necessary work permits to install the System. Wiltel will not be responsible for removing any cabling or equipment of the Customers old telephone system.
- 4) Force Majeure. WilTel's performance under this Agreement shall be excused to the extent and for the time compliance is beyond WilTel's reasonable control for reasons that include but are not limited to, strikes, work stoppage, fire, water, wind, acts of God, disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interexchange carrier, any other carrier, governmental action or any Customer nonperformance such as non-payment, or failure to execute an acceptance certificate or rental document.

- Term and Acceptance. This agreement shall be effective upon execution by Customer and WilTel, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinafter defined) and shall terminate on the last day of the Term stated in Schedule I; provided, however, that Customer's indemnities, assumption of liabilities and other duties, and all of WilTel's disclaimers herein shall survive the termination of this Agreement. Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of Rent hereunder, simultaneously with Customers execution of the Acknowledgment and Certificate of Acceptance in the form of Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the "Commencement Date" under this Agreement. Customer shall execute the Acknowledgment and Certificate of Acceptance shall be completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (Cutover).
- 6) Payment of Rent. The rent for the System (Rent) shall be as listed in Schedule I and shall be payable, without notice or demand, as provided in the Schedule.
- 7) Cancellation. After paying the first twelve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may cancel this Agreement by giving sixty days' written notice to wiltel and by paying a cancellation fee equal to (1) 70% of the unpaid rental payments for the System and (2) three monthly rental payments for Switch Access and Network. These cancellation fees will be vaived if this Agreement, with Wiltel's prior written approval, is assigned to a new airport tenant who assumes all the obligations of this Agreement.
- 8) Training. WilTel will provide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover.
- 9) Maintenance. WilTel will maintain the System in good repair, and will provide the necessary parts and labor to so maintain the System as provided in Schedule I; provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. Customer's SOLE AND EXCLUSIVE REMEDY for WilTel to correct a defect in the System is limited to WilTel's performance under this Section 9.

WilTel will provide on-call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the selected maintenance plan shall be performed by WilTel, upon Customer's request at WilTel's prevailing hourly rates. For the purposes of this Agreement, an Emergency is defined as a failure having one or more of the following characteristics: (1) any attendant console cannot place or receive calls; (2) a minimum of 20 percent of all telephone or data ports cannot place or receive calls; or (3) a minimum of 20 percent of the trunks are inoperative. All other failures are classified as "routine".

WilTel's duty to maintain the System:
(a) Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, vater, vind, storms, lightning, act of God or public enemy, or improper wiring, installation, failure or changes resulting from local exchange company, power company, and other transmission providers, repair of

alternation of the equipment or software by anyone other than WilTel. If requested by Customer, repairs necessitated by any of the above excepted causes shall be performed by WilTel at WilTel's then prevailing rates; and

b) Requires that Customer maintain a suitable operating environment for the System.

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY VARRANTY OR OTHER Obligations, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY VARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILTEL DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

- 10)LINITATION OF LIABILITY. EXCEPT FOR CLAIMS FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) WILTEL AND ITS SUPPLIERS OR SUBCONTRACTORS WILL NOT BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR 11) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROPITS). THIS LIMITATION SHALL NOT APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WILTEL, ITS EMPLOYERS, SUBCONTRACTORS AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT WILTEL OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- 11)Taxes. WilTel shall make filings and payment for state tangible property taxes on the System, Customer shall pay or reimburse WilTel for all other Taxes paid, payable or required to be collected by WilTel which are accrued, assessed or levied during the term of this Agreement regarding the System including but not limited to state sales excise and use taxes and federal excise tax. WilTel shall not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Rent.
- 12)Tax Credits and Deductions. Customer understands that WilTel or its assignee intends to claim the Tax Benefits, consisting of the Modified Accelerated Depreciation Recovery System (MACRS) deductions for [five year] property as provided in Internal Revenue Code [IRC Section 168(b) (1)], and similar benefits under state law, with respect to the System. Without limitation by the preceding sentence, Customer agrees not to take any action, fail to take any action or misstate any fact which may resort in any loss to WilTel or its assignee of the Tax Benefits.
- 13) Title. WilTel shall retain title to the System and Customer shall have no interest in the System other than the rights acquired as a customer hereunder. Customer agrees to allow WilTel to affix to and maintain on such System identifying labels indicating WilTel's ownership. The System shall remain personal property and not become a fixture or part ofany real estate regardless of the manner in which it may be installed or attached. If requested by WilTel, Customer will, at Customer's expense, furnish a landlord and/or mortgagee waiver with respect to the System. Customer shall protect and defend WilTel's title, and, at Customer's expense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than these arising through WilTel, and shall not permit wilTel's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not limited to any lien of the owner of real property upon which the System is installed or of any purchaser of, or future creditor obtaining a lien on, said real property. Customer shall give WilTel immediate notice of any attachment or judicial process affecting any item of the System.

- 14) Use of the Systems, Inspections and Reports. Customer shall use the Systems solely for business and not for personal, family or household purposes. Customer may only use the System at the location set forth in Schedule 1. Customer's use of the System shall conform with all applicable laws and rules, Customers insurance policies and obligations of WilTel under Section 9. WilTel shall have the right to inspect the System at all reasonable times during Customers normal business hours.
- 15)Alterations and Attachments. Customer shall not permit any equipment or other items or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturer of the equipment in the System. All other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by Customer at Customer's own expense and risk. WitTel makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.

At the end of the Term, Customer may remove any additions to the System not otherwise subject to this Agreement (Additions) made by Customer during the Term, and restore the System. at Customers expense, to its original condition, reasonable year and tear only excepted. In the event that Customer fails to remove an Addition, it shall become the property of WilTel.

16)Indemnification. WilTel will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negigence during delivery, installation or maintenance, and which is reported to WilTel in writing within sixty (60) calendar days of the incident.

Customer hereby assumes for, and hereby agrees to indemnify, protect and hold harmless, WilTel and its parent company, affiliates, Subsidiaries, agents, employees, officers, directors and successors and assigns, from and against all other liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including, without limitation, reasonable attorneys' fees, of whatever kind and nature, in contract or tort arising out of or resulting from all other claims including the use, condition, operation, possession, ownership, misuse, selection, delivery or delay therein, rental or return of any System or any portion thereof, regardless of when, how and by whom operated. Such indemnities and assumptions of liabilities and obligations shall continue in full force and effect, notwithstanding the expiration or other termination of this Agreement. WilTel is an independent contractor, and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to incur or impose any liabilities or obligation for or on behalf of WilTel.

17)Return of System. Upon termination of this Agreement, excepting equipment covered under a renewal agreement, Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expeditious fashion by WilTel. The System will be returned to WilTel in the same condition as originally installed, ordinary year and tear excepted, or Customer will pay for the restoration of the System to such condition. WilTel shall not be obligated to restore the premises to its original condition. If Customer does not return the System or make it available for removal by WilTel, then in addition to all other remedies in this Agreement WilTel has available all other remedies available at law or equity. All obligations of Customer under this Agreement shall remain in force and effect until the System is returned to WilTel.

18) Events of Default by Customer. The occurence of any one or more of the following events (Events of Default) shall constitute a default hereunder:

(a) Failure by Customer to pay any installment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter; or

(b) Failure by Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to Wiltel at any time, which failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from WilTel; or

(c)Dissolution, termination, or discontinuance of the business of Customer (including, without limitation, the death of the proprietor if Customer is a sole proprietorship or the death of a general partner if Customer is a partnership), the sale of substantially all of Customer's assets or the sale or pledge of the controlling interest in Customer; or

(d)Customer's insolvency, the appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy, reorganization or similar law by or against Customer or any property it possesses, or if Customer shall enter into an agreement of composition with its creditors; or

(e) The attempted sale by Customer of a System or any part thereof, or the issuance of any levy, seizure or attachment thereon or pertaining thereto.

19)Remedies of WilTel. At any time after the occurrence of any Event of Default, WilTel may exercise any one or more of the following remedies:

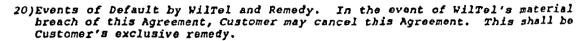
(a)WilTel may, by written notice, terminate this Agreement with respect to any System or portion thereof or all of the Systems;

(b) WilTel may demand and recover from Customer all Rent and other amounts then due:

(c)WilTel or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process oflaw and without liability to Customer for any damages occasioned by such taking, or possession, and any such taking or possession shall constitute a termination of this Agreement; whereupon all rights and interest of customer to possession and use of the Systems shall absolutely cease, but Customer shall remain liable as provided herein;

(d)WilTel may demand that Customer return any System or portion thereof or all of the Systems to WilTel in accordance with Section 17 herein; and

(e)WilTel may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to WilTel in law or equity. Any repossession or subsequent sale or lesse by WilTel of any petition of the System shall not bar any action for a deficiency as herein provided; and the bringing of any action or the entry of a judgment against Customer shall not bar WilTel's right to repossess any System or portion thereof or all of the Systems.



- 21)Insurance. Customer will bear the risk of loss or damage to the System for the Repacement Cost defined as 90% unpaid rental payments for the System. Customer shall at its sole expense, carry liability insurance of not less than \$500,000 per accident including Customer's employees' or agents' use or operation of any or all of the Systems. All insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies and coverage, including the naming of VilTel as an additional insured, and shall provide WILTel with not less than thirty (30) days' prior written notice of the effective date of any alteration, change, cancellation or modification of such policies. Customer shall promptly notify WilTel of any event with respect to a System which might lead to a claim under any insurance policy. Customer will provide evidence (i.e., certificate) of the insurance.
- 22) Further Assurances. Customer will execute and deliver to WilTel Such additional instruments as WilTel deems necessary hereunder. WilTel is authorized to file Uniform Commercial Code financing statements signed by WilTel as Customer's attorney-in-fact.
- 23)WilTel's Performance of Customer's Obligations. If Customer fails to perform any of its obligations under this Agreement, WilTel may perform any act or make any payment which WilTel deems necessary for the maintenance and preservation of the Systems and WilTel's title thereto. All sums so paid by WilTel (together with all related overdue charges, as hereinafter defined) and reasonable attorneys' fees incurred by WilTel in connection therevith shall be additional Rent immediately due and payable by Customer to VilTel. The performance of any act or payment by WilTel shall not be deemed a vaiver or release of any obligation or default on the part of Customer.
- 24) Severability. Any provision of this Agreement prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement.
- 25)Amendments and Waivers. This Agreement and the Schedules constitute the entire agreement between WitTel and Customer with respect to the rental of the Systems, and supersede all previous communications, understandings and agreements whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson or agent of WilTel and not expressed in this Agreement are not binding upon WilTel. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both WilTel and Customer, except that WilTel may insert the serial number of any portion of a System on the applicable schedule after delivery of such portion of the system and WilTel may insert the Commencement Date for this Agreement after receiving the Acknowledgmont and Certificate of Acceptance.
- 26)Overdue Payments. If any payment due and payable by Customer (including, without limitation, interest and delinquency charges), is not received on the lith day after the due date, Customer agrees to pay to VilTel a monthly delinquency charge (Overdue Charge) equal to the lower of 1 1/2% per month or the highest legal contract rate of interest (Overdue Rate) on such overdue payments.
- 27)Assignment. Customer shall not assign this Agreement without WilTel's written consent. No assignment or transfer of any sort shall relieve Customer of its obligations hereunder. WilTel may assign any rights under

- this Agreement to an affiliate or any other assignee, and Customer agrees to execute any documents that such assignee may reasonably require. Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under section may not apply in full to such assignee.
- 28)Applicable Law. This Agreenient shall be governed by, construed and enforeced in accordance with the applicable laws of the State of Florida except for its rules regarding the conflict of laws.
- 29)Customer's Redpresentations. Customer represents that this Agreement is lawful, binding and valid obligation of Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by Customer; and that all information concerning Customer's financial condition which has been or will be supplied to WilTel is and will be true and correct.
- 30)Notices. All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Hail, addressed to such party set forth below or at such other addiess as may be subsequently submitted by written notice of either party. Notice given pursuant to this section shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

WilTel:
President, Southeast Region
WilTel Communications Systems, Inc.
500 Chastain Blvd. Suite 505
Rennesaw, GA 30144
(404) 650-0676
Customer:
UNITED Airlines
1200 E Alamanin Ed
Elk Grake Township EL 6007
Alth Exopp. Manager & Firhasing-

#### 31)Miscellaneous.

- (a) If Customer uses a purchase order or similar document to order a System or addition thereto, Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto.
- (b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
- (c)Customer will pay all of WilTel's costs or expenses, including reasonable attorneys' and collection fees, incurred in enforcing this Agreement.
- (d)Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
- (e) This agreement shall be binding upon and in use to the benefit of Filtel and Customer and their respective successors and assigns.
- 32) Terms and Execution.
  - (a) This Agreement binds Customer when it is executed by Customer and binds wiltel when executed by Wiltel and delivered to Customer.

(b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between Wiltel and Customer. WilTel has provided Customer a favorable rent in return for WilTel performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the Rent for the System. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.

(c)Customer agrees that WilTel shall not be obligated under this Rental Agreement if the federal, state, or county statutory or regulatory authority permitting WilTel's performance hereunder is withdrawn or amended so as to preclude the effective delivery by WilTel of services hereunder. In such event, WilTel shall notify Customer in writing and Customer's sole obligation thereafter shall be to compensate WilTel for the equipment and services rendered by WilTel to date.

WilTel Communications Systems, Inc.

By:

Title:

Date:

Custoser

By: \_

Title: Title:

Date:

2/12/92

#### AIRTELE PROPOSAL FOR UNITED AIRLINES

31-Jan-92

	DESCRIPTION	ΥTQ	MONTHLY UNIT RENTAL	EXTENDED MONTHLY RENTAL	UNIT INSTALL	EXTENDED INSTALL
1)	Switch Access					
	Meridian One Port	229	\$11.00	\$2,519.00	\$30.00	\$6,870.00
	Advanced Features (Call/Transfer, Call Wtg., Call Forward, Call For	ward Do	on't Answer, Indi	\$255.00 vidual Speed Call)	\$5.00	\$255.00
2)	Network Access					
	Single Line Local Network Access	0	\$18.00	\$0.00	\$30.00	\$0.00
	Rotary Network Access	26	\$49.00	\$1,274.00	\$30.00	\$780.00
3)	System - Terminal Equipment					
	M2008 Digital Phone (Ash)	51	\$7.59	\$387.09	\$90.00	\$4,590.00
	M2616 Digital Phone (Ash)	О	\$16.94	\$0.00	\$90.00	\$0.00
	2500 Set	164	\$1.75	\$287.00	\$90.00	\$14,760.00
4)	System - Other					
	Voice Mail Box	51	\$8.00	\$408.00	\$15.00	\$765.00
	Authorization Code	25	\$1.00	\$25.00	\$15.00	\$375.00
	Service Order Charge	1			\$50.00	\$50.00
	Station Cable (Required for Fax)	4	\$1.00	\$4.00	\$90.00	\$360.00
	T-1 Network Interface	1	\$132.00	\$132.00	\$1,200.00	\$1,200.00
		Tota	1	\$5,291.09		\$30,005.00
		13,8 Waiv 15 M	% Monthly Discour ed Installation C onth Discount	(\$730.17) Charges (\$900.00)		(\$1,395.00)
		Tota	1	\$3,660.92		\$28,610.00
	Overter # cmacanatas					

Quote #:STS920120

Byron M. Moore

Equipment and Services Schedule I

Renta	1 #			Date. February 3			92 19		
With	respect	to	the	certain 19	Airport (Agr		l Agreen Detween		dated l and
	United Airl	ines			(Custom	er), Wil	Tel and Cu	stomer	agree
	ncorporate ment	the	following	g additi	onal term:	s and	conditions	into	said

- 1) Location: Miami International Airport months. 2) Term: 60
- 3) Payment: Customer shall pay to WilTel the total rental (which includes maintenance) for the Term of the Agreement which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may arise hereunder or pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Term; provided, however, that Customer shall pay to WilTel the first monthly Rent payment with respect to the System when Customer delivers to willel the Schedule executed by Customer. In the event that Customer does not accept the System for any reason. WilTel shall be entitled to retain such payment, in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amount due hereunder from Customer shall be paid to WilTel by check in immediately available funds at the address of WilTel as set forth in the Agreement or at such other places as WilTel shall designate in writing. Whenever any payment (of Rent or otherwise) is not made within ten 10 days of the date when due hereunder Customer shall pay the Overdue Charge (as defined in the Agreement) calculated from the 11th day after the due date to the date of actual receipt of payment. and sixty with ninety two cents.

  4) Rent: three thosand six hundred Dollars (\$ 3,660.92 ) (Monthly
- Rent during Term: \$ 3,660.92 per month during the term of this Agreement) except as it may be increased or decreased by amendment or by an inflation and/or utility company adjustment, plus applicable taxes. Unless otherwise specified telephone numbers, directory listings, and all other charges of the local exchange company and any interchange carrier are not included in the rental price unless indicated on a schedule. No cabling, wiring, or other items are included unless specifically stated in this Agreement on a schedule.
- 5) Security Deposit: Customer shall pay NA month(s) rent as security deposit which shall be returned without interest to the Customer at termination of this Schedule as long as the Customer is current on its Rent and applicable taxes. If not current, WilTel may deduct from the Security Deposit any and all amounts due from Customer under the Agreement or any other agreement between Customer and WilTel or its assignee.
- 6) Estimated Commencement Date: 7) Attachments: The following Schedules are attached to and made a part of this Agreement: I, II amount, due for installation of the System is twenty eight thousand Six humblings ten 28,610.00 ) plus applicable taxes. This amount is due and payable on the Agreement Execution Date and is nonrefundable.
- 9) Maintenance Hours: WilTel will respond to System failures during the hours specified by FULL maintenance plan chosen by the Customer (Schedule III attached hereto and made a part hereof).

  10) Equipment and Features: The equipment and features subject to the
- 10) Equipment and Features: Agreement are set forth below:
  - 1) Switch Access /month AS PER ATTACHED QUOTE

STS920120 2) Network Access /month

<ol><li>System-Terminal Equipment</li></ol>		\$	/month
4) System - Other		\$	/month
		-	
	Monthly Rent	S	

(A continuation sheet may be added if more room is needed)

11) Pre-Cutover Changes: In the event that additions and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Rental shall be adjusted by the change caused by applicable Installation Charge Notices (ICNs). WilTel and Customer hereby agree that any ICN executed by Customer and delivered to WilTel in accordance with this Section shall constitute an amendment to the Agreement and this Schedule, thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN.

12) Post-Cutover Changes: If Customer wishes to add additional WilTel equipment and/or features to the System (excluding, however, minor equipment and/or features with maintenance related thereto which Customer purchases from WilTel for cash) during the Term of the Agreement, Customer shall add additional equipment and/or features to the Agreement on such terms as WilTel and Customer may agree in a Customer Service Order (CSO) executed by WilTel and Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement, provided Customer is not in default under the Agreement and has not suffered a materially adverse change in financial condition since the execution of the Agreement such equipment and/or features shall become, upon acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement. Pricing for additions may be adjusted for increases in the cost index for telecommunication workers in the area plus changes in tax laws & regulations.

The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of 60 months unless stated otherwise on this Schedule.

13) Renewal: If Customer is not in default under this Agreement, Customer can either (1) renew this Agreement on its termination at the then current market monthly rate or (2) return the system to WilTel. Negotiation of any such renewal can be initiated by Customer's written notice of its willingness to negotiate a renewal not earlier than 120 days nor later than 60 days prior to the end of the Term; the Agreement can be automatically renewed at WilTel's discretion for a minimum period of one year if a renewal is not finalized. Renewals will be at the price and on the terms and conditions of WilTel in effect at the time of renewal unless otherwise agreed to in writing by the parties.

14) Miscellaneous: All terms defined in the Agreement shall have the same meanings herein.

Customer acknowledges and agrees that WilTel alone is responsible for service and maintenance as provided in this Schedule and the Agreement, and that Customer will make no claim against the owner or operator of the premises or its employees for any loss, damage, or injury of any sort arising under the terms of this Schedule or the terms of the Agreement, or arising from Customer's use of the equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of, the Agreement.

WilTel Communications Systems, Inc.	Customer
Ву:	By: Hitzerale
Title:	Title: RICHARD L FITZGERALD
Date:	Date: 2/11/92

WILTEL Schedule Il Acknowledgement and Certificate of Acceptance

TO WilTel Communications Systems, Inc. (WilTel)

The Customer <u>ſ</u>	UNITED 1	acknowledge.	s, repre	sents and	warrants to	•
WilTel that the	equipment	subject t	o the	Rental	Agreement	dated
		between Wil:	Tel and t	he under	signed (a) h	as been
delivered, installed	l and subject	ed to all ned	essary p	re-opera	tional testi	ng; (b)
has been inspected;	(c) is op	erating in	accordan	ce with	the manufac	cturers
specifications; (d)	has not bee	л used or ma	de avail	ble to be	placed in a	servic <b>e</b>
for its specificall	y assigned :	function for	the fix	rst time	prior to th	e date
indicated below as	the "Commen	cement Date*	and (e)	vas fir	st connecte	d to a
public telephone sy	stem in a m	anner permit	ting cal	lls to be	made throu	gh the
equipment to and fr	om the facil	ity in whic.	h the eg	uipment :	is located o	n such
Commencement Date.						

Commenceme	ent Date:	•
Customer:	UNITED Airlines	
ву:		
Title:		<del></del>

This Agreement is made as		e 7th				stems, Inc., 1701 Golf Road
ing Meadows Illinois &	6008, (WilTel), and	British Airway	S			International
irport	a	corpor	anonipartnership	sole proprietorship (Cu:	stomer)	

1) Agreement, WilTel agrees to deliver install, rent and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by terants at the airport (Switch Access), (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling, (when itemized on Schedule I) all of which are described on Equipment Schedule 1 attached hereto, including optional services and features and made a part hereol, (and are hereinafter collectively referred to as the System) and Customer agrees to rent the System, subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by WilTel. Customer agrees to cooperate with WilTel by providing all credit and financial information that may be required by WilTel. Upon WilTel is approval of Customer's rental application, Customer agrees to execute all documents relating to the Rental and promptly return them to WilTel. In the event all properly executed documents and advance payments are not in the possession of WilTel, WilTel may, in addition to other rights and remedies delay cutover until such executed documents and advance payments are received and approved by WilTel.

2) Schedules. The attached schedules are part of this Agreement:

- Schedule I - Schedule II Equipment and Services Schedule

Schedule III
 Schedule III

Acknowledgment and Certificate of Acceptance Maintenance Schedule

BSvMDC(3)059502

3) Installation.

(a) Customer will be responsible for and provide or an ange for at its own expense: (1) necessary floor plans and accessible System locations free from environmental hazards; (2) reasonable access for WiTel, (3) completed copies of database leaving forms in a timely manner as directed by WiTel, (4) where not otherwise provided herein, raceway, conduit, holes and wireways, and (5) easements and microwave licenses

- (b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. Wil Tet will install the System in a workmanlike manner without damage to Customer's premises, and will obtain necessary work permis to install the System. Wil Tel will not be responsible for removing any cabling or equipment of the Customer's old telephone system.
- 4) Force Majeure. WilTel's performance under this Agreement shall be excused to the extent and for the time compliance is beyond WilTel's reasonable control for reasons that include but are not limited to, strikes, work stoppage, line, water, wind, acts of God, disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interexchange camer, any other camer, governmental action or any Customer nonperformance such as non-payment, or failure to execute an acceptance certificate or rental document.
- 5) Term and Acceptance. This agreement shall be effective upon execution by Customer and WilTel, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinafter defined) and shall leminate on the last day of the Term stated in Schedule I, provided, however, that Customer's indemnities assumption of habitities and other duties, and all of WilTel's disclaimers herein shall survive the termination of this Agreement. Customer shall be deemed to have a exepted the System for all purposes of this Agreement, including the payment of Rent hereunder, simultaneously with Customer's execution of the "Acknowledgment and Certificate of Acceptance" in the form of Schedule II, attached herein and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the "Commencement Date" under this Agreement. Customer shall execute the Acknowledgment and Certificate of Acceptance simultaneously with WilTel's completion of installation and pre-operational testing and first connection of the equipment to the public telephone nework in a manner permitting calls to be made through the System (Cultover).
- 6) Payment of Rent. The rent for the System (Rent) shall be as listed in Schedule Land shall be payable, without notice or demand, as provided in the Schedule.
- 7) Cancellation. After paying the first walve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may cancel this Agreement by giving sixty days' written notice to YillTel and by paying a cancellation fee equal to (1) 70% of the unpaid rental payments for the System and (2) three monthly rental payments for Switch Access and Network Access. These cancellation fees will be waived if this Agreement, with WillTel's prior written approval, is assigned to a new airport tenant who assumes all the obligations of this Agreement.
- 6) Training. WilTel will provide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover.
- 9) Maintenance. WiTel will maintain the System in good repair, and will provide the necessary parts and labor to so maintain the System as provided in Schedule I provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement Customer's SCLE AND EXCLUSIVE REMEDY for Wilfel to correct a delect in the System is limited to Wilfel's performance under this Section 9

WilTel will provide on-call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during holidays not covered by this Agreement and the selected maintenance plan shall be performed by WilTel, upon Customer's request, at WilTel's prevailing hourly rates. For the purposes of this Agreement, an "emergency" is defined as a failure having one or more of the following characteristics: (1) any attendant consoler cannot place or receive calls. (2) a minimum of 20 percent of all telephone or data ports cannot place or receive calls: (3) a minimum of 20 percent of the trunks are imperative. All other failures are classified as "routine."

WilTel's duty to maintain the System (a) Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, water, wind, storms, lightning, act of God or public enemy, or improper winng, installation, failure or changes resulting from local exchange company, power company, and other transmission providers, repair of alternation of the equipment or software by anyone other than WilTel. If requested by Customer, repairs necessitated by any of the above excepted causes shall be performed by WilTel at WilTel's then prevailing rates; and

(b) Requires that Customer maintain a suitable operating environment for the System

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATIONS, EXPRESS ORIMPLIED INCLUDING BUT NOT LIM-ITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILTEL DISCLAIMS ANY WAR-RANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

- 10) LIMITATION OF LIABILITY. WILTEL WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) APPROXIMATELY CAUSED BY WILTEL'S NEGLIGENCE. IN NO EVENT HOWEVER WILL WILTEL AND ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESSON PROFITS) OR (3) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WILTEL, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT WILTEL OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- 11) Taxes. Will all shall make filings and payment for state tangible property taxes on the System. Customer shall pay or mimburse Will all other Taxes pard, payable or required to be collected by Will all which are accrued, assessed or levied during the term of this Agreement regarding the System including but not limited to state sales excise and use taxes and lecteral excise tax. Will all not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Rent.

9/25/91

- Tax Credits and Deductions—Customar understands that WilTal or its assigned intends to claim the "Tax Banalits" consisting of the Modified Accelerated Depraciation Recovery System (MACRS) deductions for flive year] property as provided in Internal Revenue Code [IRC Section 168(b) [1]], and similar anelits under state law with respect to the System—Without limitation by the praceding sentence. Customar agrees not to take any action, fail to take any rection or misstate any fact which may result in any loss to WilTal or its assignee of the Tax Benefits.
- 13) Title. Will'el shall retain title to the System and Customer shall have no interest in the System other than the rights acquired as a customer hereunder. Customer agrees to allow his Tellio affix to and maintain on such System identifying labels indicating Will'el sownership. The System shall prevent properly and not become a fixture or part of any real estate regardless of the manner in which it may be installed or affached. Brequested by Will'el, Customer properly and not become a fixture or part of any real estate regardless of the manner in which it may be installed or affached. Brequested by Will'el, Customer properly and not become a fixture or part of any real estate regardless of the manner in which it may be installed or affached. Brequested by Will'el, and shall not permit Will'el singless thereon the and clear of all liens, encombrances and security interests other than those ansing through customer's expense. Even the System and parts thereon there and clear of all liens, encombrances and security interests other than those ansing through customer's expense. Reep the System and parts thereon there are clear of all liens, encombrances and security interests other than those ansing through customer's expense. Reep the System and parts thereon the end of the subject to any ken, charge or encumbrance, including but not limited to any lien of the Will'el, and shall not permit Will'el is rights or interest hereunder to be subject to any ken, charge or encumbrance, including but not limited to any lien of the Will'el, and shall not permit Will'el is rights or interest hereunder to be subject to any ken, charge or encumbrance, including but not limited to any lien of the Will'el, and shall not permit Will'el is rights or interest hereunder to be subject to any ken, charge or encumbrance, including but not limited to any lien of the Will'el.
- 14) Use of the Systems, Inspections and Reports. Customer shall use the Systems solely for business and not for personal, family or household purposes. Customer may only use the System at the location set forth in Schedule I. Customer's use of the System shall conform with all applicable laws and rules. Customer's insurance policies and obligations of customer under Section 9. WilTel shall have the right to inspect the System at all reasonable times during Customer's normal business hours.
- 15) Alterations and Attachments. Customer shall not permit any equipment or other items or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturor of the equipment in the System. All Other Equipment and Other Software which may be used on or in connection with, the System shall be acquired and installed by Customer at Customer's own expense and risk. Will'el makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.
  - At the end of the Term, Customer may remove any additions to the System not otherwise subject to this Agreement (Additions) made by Customer during the Term, and restore the System, at Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event that Customer fails to remove an Addition, it shall become the property of WilTel.
- 16) Indemnification WilTel will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to WilTel in writing within surfy (60) calendar days of the incident.
  - Customer hereby assumes for, and hereby agrees to indemnify, protect and hold hamless, WilTel, and its parent company, alfiliates, subsidianes, agents, employees, officers, directors and successors and assigns, from and against all other fiabilities, obligations losses, damages, injuries, claims, demands, employees, officers, directors and successors and assigns, from and against all other fiabilities, obligations losses, damages, injuries, claims, demands penalties, actions, costs and expenses, including, without limitation, reasonable attempts feet, of whatever kind and nature, in contractor ton, arising out of penalties, actions, costs and expenses, including the use, condition, operation, ownership misuse, selection, delivery or delay therein, rental or ream of or resulting from all other daims including the use, condition, operation, ownership misuse, selection, delivery or delay therein, rental or ream of resulting from all other daims including the use, condition, operation, ownership misuse, selection, delivery or delay therein, rental or ream of resulting from all other daims including the use, condition, operation, ownership misuse, selection, delivery or delay therein, rental or ream of resulting from all other daims including the use, condition, operation, ownership misuse, selection, delivery or delay therein, rental or ream of resulting from all other daims including the use, condition, operation, ownership misuse, selection, delivery or delay therein, rental or ream of resulting from all other daims including the use, condition, operation, ownership misuse, selection, delivery or delay therein, and near the selection of the rental or ream of the provided from the resulting from all other daims including the use, condition, operation, other framework from the resulting from
- 17) Return of System Upon termination of this Agreement, excepting equipment overed under a renewal agreement, Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expectious fashion by WilTel. The System will be returned to WilTel in the available for removal which shall be accomplished in a careful and reasonable, expectious fashion by WilTel. The System to such condition. WilTel shall same condition as original condition. WilTel shall same condition as original condition. If Customer does not return the System or make it available for removal by WilTel, then in not be obligated to restore the premises to its original condition. If Customer does not return the System or make it available for removal by WilTel, then in addition to all other remedies in this Agreement, WilTel has a variable all other remedies available at law or equity. All obligations of Customer under this Agreement shall remain in force and effect until the System is returned to WilTel.
- 18) Events of Default by Customer. The occurrence of any one or more of the following events (Events of Default) shall consult a default hereunder.
  - (a) Failure by Customer to pay any installment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter, or
  - (b) Failure by Customer to perform or observe any other term covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate lumished to WilTel at any time, which failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from WilTel, or
  - (c) Dissolution, termination or discontinuance of the business of Customer (including, without limitation, the death of the proprietor if Customer is a sole proprietorship or the death of a general partner if Customer is a partnership), the sale of substantially all of Customer's assets or the sale or pledge of the
  - (d) Customer's insolvency, the appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy, reorganization or smilar customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy, reorganization or smilar law by or against Customer or any property it possesses or if Customer shall enter into an agreement of composition with its creditors, or
  - (e) The attempted sale by Customer of a System or any part thereof, or the issuance of any levy, seizura or attachment thereon or pertaining thereto.
- 19) Remodies of WilTel. At any time after the occurrence of any Event of Delauft, WilTel may exercise any one or more of the following remedies (a) Willel may, by written notice, terminate this Agreement with respect to any System or porton thereof or all of the Systems,

  - (b) Willel may demand and recover from Customer all Rent and other amounts then due;
  - (c) WilTel or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without hability to Customer for any damages occasioned by such taking or possession, and any such taking or possession order or other process of law and without hability to Customer for any damages occasioned by such taking or possession, and any such taking or possession and use of the Systems shall absolutely cease, shall constitute a termination of this Agreement; whereupon all rights and interest of customer to possession and use of the Systems shall absolutely cease, shall constitute a termination of this Agreement; wherever the same be located, on reasonable notice, without any court but Customer shall remain liable as provided herein,
  - (d) WilTel may demand that Customer return any System or portion thereof or all of the Systems to WilTel in accordance with Section 17 herein, and
  - (e) WilTelmay pursue any other remedy available at law or in equity including, without limitation, seeking damages, specinc performance and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herem or otherwise available to WilTel in law or in equity. Any repossession or subsequent sale or lease by WilTel of any portion of the System shall not bar any action of the efficiency as herein provided, and the bringing of any action or the entry of a judgment against Customer shall not bar WilTel's right to repossess any for a deficiency as herein provided at the Systems.
- J) Events of Default by WilTel and Remedy. In the event of WilTel smaterial breach of this Agreement, Customer may cancel this Agreement. This shall be
- 21) Insurance Customer will bear the risk of loss or damage to the System for the Replacement Cost defined as 90% unpaid rental payments for the System. Customer shall at its sole expense, carry liability insurance of not less than \$500,000 per accident including Customer's employees or agents' use or Customer shall at its sole expense, carry liability insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies or peration of any or all of the Systems. All insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies of the and coverage, including the naming of Wilfel as an additional insured, and shall provide will promptly notify Wilfel at any event with respect to a effective date of any alteration, change, cancellation or modification of such policies. Customer shall promptly notify Wilfel at any event with respect to a effective date of any alteration, change, cancellation or modification of such policies. Customer will provide endence (i.e., certificate) of the insurance System which might lead to a claim under any insurance policy. Customer will provide endence (i.e., certificate) of the insurance

	inional instruments as WilTel deems necessary hereunder WilTel Customer's attomey-in-fact.
WilTal's Performance of Customer's Obligations, in Customers and make any payment which WilTel deems necessary for the maintenance and make any payment which WilTel deems necessary for the maintenance and flogsther with all related Overdue Charges, as hereinafter defined and related to the control of the	preservation of the Systems and WilTel's title thereto. All sums selections selections and wilTel's title thereto. All sums selections selected by WilTel in connection the selection performance of any act or payment by WilTel shall not be dearless.
Severability. Any provision of this Agreement	
i) Amendments and Waivers This Agreement and the Schedules consultings the Systems, and supersede all previous communications, understandings subject matter. Any representations, warranties or statements made by an are not binding upon Will'el. No provision of this Agreement may be changed and binding upon Will'el may insert the serial number of any portion of the serial number of the serial number of any portion of the se	employee, salespersuit of agon to agon an agreement signed of b. action and agreement signed of b. action and agon and agon and agon and agon agon agon agon agon agon agon agon
and Will BI may insert the Consumers due and payable by Customer (includes) Overdue Payments. If any payment due and payable by Customer (includes) Overdue Payments, if any payment due and payable by Customer agrees to pay to Will a monthly del	ting, without limitation, interest and delinquency charges), is re- inquency charge (Overdue Charge) equal to the lower of 1 1/2.
7) Assignment Customer shall not assign this Agreement finder this Agreem obligations hereunder. Will all may assign any rights under this Agreement associately require. Customer acknow	ent to an affiliate or any other assignee, and Customer agreed the deges that if this Agreement is assigned to a governmental of the second se
This Agreement shall be governed by, consults	forced in accordance with the applicable terms of the Section
y Customer's Representations. Customer represents that this Agreemen  9) Customer's Representations, Customer represents that this Agreemen	tis a lawful, binding and valid odigation of customer afforces stomer, and that all information concerning Customer's finance
with its terms and has been to WilTel is and will be true and correct. has been or will be supplied to WilTel is and will be true and correct.  Notices. All notices, demands and other communications shall be transmissel forth below or at such other address as may be subsequently submitted deemed effective four (4) days after the date it is mailed or upon receipt.	itted in writing by hand delivery or by United States Mail, addressed and by written notice of either party. Notice given pursuant to the section state whichever is earlier.
WiTel President, Southeast Region WilTel Communications Systems, Inc. 500 Chastain Blvd. Suite 505 Kennesaw, GA. 30144 (404) 650-0676	
British Airways  75-20 Astoria Blvd.  Jackson Heights  New York 11370  Attn: Elizabeth Genovese	
31) Mis cellaneous.  (a) If Customer uses a purchase order or similar document to order a Sys	tamor addition therato. Customer acknowledges that the temp and considers I conditions of this Agreement shall exclusively apply therato
such nurchase proef or bowns.	- I subsequent delault
(c) Customer will pay all of Willel's costs of expenses, and only	announced the narty against whom enforcement is source
(c) Customer will pay all of WilTel's costs or expenses, including reason (d) Any modification must be in writing and executed by an authorized right. (e) This agreement shall be binding upon and in use to the benefit of W	ilTel and Customer and their respective successors and assers
(e) This agreement shall be binding open and most of	
32) Terms and Execution.  (a) This Agraement binds Customer when it is executed by Customer a	nd binds WilTel when executed by WilTel and delivered to Eus's Ter
(b) This Agreement allocates the risks of the dystern according all delivery, insta	Illation, and maintenance obligations. This allocation is recognized the Agreement understands it and is because
Customer at a Value Rent for the System. The Customer acknowledge and is reflected in the Rent for the System. The Customer acrees that WilTel shall not be obligated under this Rental A (c). Customer agrees that WilTel shall not be obligated under this Rental A WilTel's performance hereunder is withdrawn or amended so as to preclud WilTel's performance hereunder is withdrawn or amended so as to preclud notify Customer in writing and Customer's sole obligation thereafter shall be	greement if the federal, state or county statutory or regulatory s.t. state or county or regulatory s.t. state or s.t. state o

Tide Senior Vice President Information Date: 6/7/95 BSvMDC(3)059504

90151

By.

Title Date:

WIL	.TEL		⊏quipme	nt and Se	ervices So	chedule
Pontal # . Vith res	spect to the certain	Airport Rental Agreement dated	June 7	19 <u>95</u> (As	reement) betwe	19 en WilTel an
5 4gre	sement:	(Customer), Wil	Tel and Customar agree to incorpor	rate the following a	additional terms of	ini enovibnoa bi
11 and 12 and shall monthly it the Syste All amou such other Custome 4) this Agree otherwise rental professional professio	Term: 51x: Payment: Customer: yments set torn on this of this Schedule Exce be due and payable in ent payment with respe- ent due hereunder from Corporate shall pay the Overdue Hent: Five Hund- ement; except as it ma- ica unless indicated on Security Deposit: Co on of this Schedule as to due from Customer un Estimated Comment	shall pay to Willel the lotal rental (which ind Schedule, plus any such additional amounts pit as otherwise specified in this Schedule re advance on the lirst day of each calendar is ect to the System when Customer delivers to el shall be entitled to retain such payment in Customer shall be paid to Willel by check in it designate inwriting. Whenever any paymer is Charge (as defined in the Agreement), cared. Twenty 6(Dollars (\$ 520.6) ay be increased or decreased by amendment as the dulle. No cabling, wiring, or other newstomer shall pay None. monthly as the Customer is Current on its Hent and oder the Agreement or any other agreement determent Date:	as may arise hereunder 3. p 1530a. Intal payments pursuant to this Schmonth during the Term, provided. WilTel the Schedule executed by C addition to its other rights hereund immediately available funds at the int (of Pent or otherwise) is not madiculated from the 11th day after the control of the control of the local exchange companies are included unless specifically (s) rent as security deposit which repplicable taxes. If not current, Wilbert and the lagriculation and WilTel or 19	The any additions is any additions. It is edule (each month however, that Count ustomer. In the ever, unless the part address of WilTel e within ten 10 day e due date to the mrs 520.00 ompany adjustmer and any interchay stated in this Agstall be returned followed the its assignee.	nereto as describinly payment of Reistomer shall pay it vent that Customer les agree in within les set forth in the les set forth in the les of the date wher date of actual recepture per month of an applicable angle carner are represented in a schwithout interest to com the Security Destruction.	ed in Paragraph in I shall be mad to WilTel the lirs r does not accept g to the contain g to the contain in due hereunde, ept of paymen ivinng the term to takes. Unles of included in the the Customer a eposit any and a
9)	:Maintenance Hours Aschodule III attached	lamount due for installation of the System is journ for any market out it is due and payable on the Agreement & WiTel will respond to System laitures dur d hereto and made a part hereof) oures: The equipment and features subject	ing the hours specified by I all	TUELA	me 0271 <del>003</del> _maintenance pla	n chosen by th
10)	1) Switch Access	,,			s	∙mond
	2) Network Access	See Attached Quote : Revised 5/15/95	#STS950505		- <b>.</b>	/៣០០ដ
	3) System - Termin.	al Equipment			\$	imont
_	4) System - Other				S	lmont
		(A continuation sheet may be add	led il more room is needed)	Monthly Rent	s 520.60	
accordan Notices (i amendm software 12) and or lest equipmen to the lerr the execu- Agreeme The term of 66 term of 67 monthly in not eadied one year in writing 14) Customen Schedule	ice with the Agreement ICNs) WilTel and Custo lent to the Agreement and indicated in such ICN. Post-Culover Change there with maintenance at and/or leatures to the r. and such equipment and such equipment and the Agreement, produced the Agreement of the Agreement of the Agreement of the Agreement is a months unless stated Renewal: If Customer ale or (2) return the syster han 120 days nor later if a renewal is not finalize by the parties Miscellaneous: All lettomer acknowledges and or the lerms of the Agree or the lerms of the lerms of the Agree or the lerms	g: In the event that additions and/or delet before the Commencement Date, the monit before the Commencement Date, the monit of the Property agree that any ICN executed by dithis Schedule, thereby adding to each such the related thereto which Customer purchases is a Agreement on such terms as Wiffel and not or leatures shall become, upon amendments of leatures shall become, upon amendments of the desires and the cost in the property of the end of the Term, the Act of the property of the end of the Term, the Act of the property of the owner or operator of the premises or is ement, or ansing from Customer's use of the parties hereto have caused this Schedule that of, the Agreement	rity Henai shall be acquised by this occurrent the descriptions and ren delivered to Will'te document the descriptions and ren fill'el equipment and/or features to from Will'el for cash), during the Te Gustomer may agree in a Gustoment of the Agreement and acceptangeement and has not suffered a may upon acceptance by Customer plays for telecommunication workers at either elecommunication workers al can be initiated by Customer's water ean be automatically reviews and conditions of Will'el in elle es same meanings herein.  The same meanings herein.	in accordance will in accordance we lad information whith a System (excirm of the Agreement Service Ordece by Customer patentally adverse oursuant to the Agreement on its termination notice of its increased at the time of resided in this Scheeper or injury of any service or injury	by applicable Inst. inth this Section sh. hrespect to the eq. luding however, ment, Customer sha er (CSO) executed ursuant to the Agre- thange in financial sement, subject to thanges in tax law eart of the System a sination at the then willingness to necy discretion for a mir new alunless other dule and the Agre- sort ansing under t	allation Change all all constitute an ulpment and the ulpment and shall have a ulpment agreed to characteristics and the terms of this the terms of this ulpment, and that the terms of this ulpment, and that the terms of this
WITT C	ommunications Syste	ms, Inc.	Customer	E	3SvMDC(3)	059505 _
Ву.			By BCe	/		
Title '			True Senior Vice Pre	sident Inf	ormation Ma	anagemen
Date			Date: 6/1/93			

9/2591

WILTEL Schedule II
Acknowledgement and Certificate of Acceptance

TO WilTel Communications Systems, Inc. (WilTel)

British Airways

The Customer [ ] acknowledges, represents and warrants to

Wiltel that the equipment subject to the Rental Agreement dated

June 7th, 1995 | between Wiltel and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturers' specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date" and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.

Commencement	June 7th, 1995	•
CO		
Customer:	British Airways	
	//	•
ву:	DR CHE	
1		
Title:	Senior Vice President	
	Information Management	

WILTEL=
Haintenance Schedule III
FULLSERV Plan

The FULLSERV plan features the following services:

\* Rapid response to problems

Emergency outage - 2 hours

Routine outage - 24 hours

- All parts and labor included
- Standard coverage 24 hours a day, 7 days a week
- 24 hour Emergency Service
- Diagnostics run remotely when applicable
- Preventative maintenance routines
- Utility coordination with the local telephone company and other common carriers
- Communications consultations on your system
- User training (optional, extra cost)
- \* Traffic Studies (as scheduled by WilTel not to exceed two annual customer requested studies)

Description	Qty.	Mo. Unit	Extended Mo.	Unit	Extend
		Rental	Rental	Install	Instail
1) Cuit-b A					· · · · · ·
Switch Access     Meridian One Port		644.00			
Advanced Features	0	\$11.00	\$0.00	<b>*</b>	
Advanced realures	ان	\$5 <b>0</b> 0	Waived	\$5.00	30.
2) Network Access					Į
Single Line Local Network Access	0	\$18.00	\$0.00	\$30 00	
Rotary Key System Access	0	\$29 00	\$0.00	\$30.00	1.00
Network Access	0	\$49.00	\$0,00	\$30.00	, 0,00
3) System - Terminal Equipment	1	-			)
M2008 Digital Phone ( Ash)		\$7.59	\$0.00	\$90.00	00
M2008 W/Display	0	\$11.62	\$0.00	\$90.00	
Key Lamp Module W/Footstand		\$5.63	\$0.00	\$45.00	30,00
M2616 Digital Phone (Ash)		\$16,94	\$0.00	\$90.00	\$0.00
2500 Set	1 01	\$1.75	\$0 00	\$90.00	\$0.00
2554 Set	0	\$1 75	\$0,00		\$0.00
Fax or Modern Termination	0	\$1.00	\$0.00		\$0.00
Level 3 Cable Credit From Section 4	0	(\$1.00	\$0.00	(\$60.00	\$0 00
4) System - Other		1		}	
Voice Mail Box	6	\$5.00	\$30,00	\$15:00	Waiyed
Level 3 and 5 Cables to a Dual Jack (8W-Ortornics)	37	\$3.62	\$133,94	\$120.00	\$4,440 00
Level 5 Data Cable (8W-Ortornics)	31	\$2,62	\$81.22	\$60 00	\$1,860.00
Service Order Charge	1	N/A	N/A	\$50.00	\$50.00
Four Strands of Multimode Fiber	4000	\$0.06	\$240.00	\$3.00	\$12,000.00
Fiber Termination	8	N/A	\$0.00	, , , , , , ,	\$680.00
ST Connector in Fiber Patch Panel	8	\$3.36	\$26.88		\$107.52
Fiber Patch Panel (12 Fibers)	2	\$4.28	\$8 56	\$105.00	\$210.00
Ortornics Level Five 64 Port Patch Panel (8W)	0 2	\$15 72 \$9.43	\$0,00 Waived	\$140,00 \$140,00	\$0.00
Nineteen Inch Racks	0	\$20.70	\$0.00	\$140.00	\$280,00 \$0.00
UPS System (Oneac 400XR)	١	\$20,70	<u>30 00</u>	\$140.00	30 00
Total		1	\$520.60		<u> 519,627,52</u>
Conduit Installation Per Attachment A	1	N/A		\$18,848.50	\$18,848 50
Electrical Circuits Per Attachment B	1	N/A		\$4,485 00	\$4,485 00
Installation Total					\$42,961.02

Quote #. STS950505 (Revised 5/15/95)

Byron M. Moore

Regional Account Manager

- 1. Quote subject to the terms of Wiffel's Airport Rental Agreement
- 2. Quote based on installation within the terminal, including Concourse A
- 3. The quote includes only those items specified in the quote.
- 4. Fees waived only on the equipment installed with the initial installation.
  5. The non-keyed level five RJ45 plug serves as the demark point between British Airways' equipment and WilTel's cabling.
- 6. The level five cables are to terminate in the communications rooms on non-keyed level five RJ45 plug

# British Airways Attachement "A"

## Conduits

B2159 to Ticket Counter - 2" EMT
B2159 to Back Offices, Room 2160 thru 2163 - 2" EMT
B2159 to Concourse B 3rd Floor Bag Service - 3/4" EMT
Interline Count - 1" EMT
B2159 to Concourse B 1st Floor Baggage Make up to
existing cable tray - 3/4" EMT
Concourse A COMMS room to VIPS Lounge - 3/4" EMT
Transit Lounge 3/4" EMT
Ops room - 2" EMT
Conduit from Podiums A-12 and A-16 to existing cable tray - 1" EMT

# British Airways Attachement "B"

# **Electrical Circuits**

B2159 Four Duplex Receptacles 20 Amp

WilTel Communications Systems, Inc 5100 NW 33rd Avenue, Suite 144 Fort Lauderdale, Florida 23209 305 735 0130 Fax 305 677 2037 Toll Free 1 800 569 0450

February 19, 1996

Mr Kyle Hardin GEC Marconi 2975 Northwoods Parkway Norcross, GA 30071

Dear Mr. Hardin

Enclosed please find WilTel's Airport Rental Agreement for your review. WilTel's Airtele system at MIA provides communications for DCAD and other tenants including Duty Free Shops and major carriers. System subscribers can transfer calls between extensions, establish conference calls, and access each other with four digit dialing Rates for the Airtele System are typically 25% to 40% less than the local utility for comparable service.

The on-site WilTel support staff includes an operations manager, an engineer, a customer service representative, and numerous technicians. This staff allows WilTel to provide prompt quality communications to all companies receiving service from the Airtele System.

I need an executed copy of the enclosed contract from GEC Marconi with a check in the amount of \$297.50 prior to the commencement of work. The estimated installation completion date is 5 days from receipt by WilTel of a valid contract.

I greatly appreciate GEC Marconi's consideration of the Airtele System. Please call me at (954) 677-2059 with any questions.

Sincerely.

Holly Klaity

Regional Inside Sales Analyst

/hk

enclosure

One of the Williams Companies Inc. 30

#### Airport Rental Agreement

This Agreement is made as of	19 bemeen WilTel Communications Systems Inc. 1701 Golf of Miami Internationa	Road
Rolling Weadows Illinois 60008 (WilTel), and GEC Ma	(001)	<del></del>
Airporta	corporation/partnership sole proprietorship (Customer)	

1) Agreement. WilTel agrees to deliver install rent and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by tenants at the airport (Switch Access). (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling (when itemized on Schedule I) all of which are described on Equipment Schedule 1 attached herein, including optional services and features and made a part hereof, (and are hereinafter collectively referred to as the System) and Customer agrees to rent the System, subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by WitTel. Customer agrees to cooperate with WitTel by providing all credit and financial information that may be required by WitTel. Upon WilTel is approval of Customer's rental application, Customer agrees to execute all documents relating to the Rental and promptly returnitiem to WilTel. In the event all property executed documents and advance payments are not in the possession of WilTel. WilTel may, in addition to other rights and remedies delay culover unbil such executed documents and advance payments are received and approved by WilTel.

2) Schodules. The attached schedules are part of this Agreement

Schedule I

Equipment and Services Schedule

- Schedule II

Acknowledgment and Certificate of Acceptance Maintenance Schedule

Schedule III

3) Installation.

(a) Customer will be responsible for and provide or arrange for at its own expense. (1) necessary floor plans and accessible System locations free from environmental hazards, (2) reasonable access for WilTel, (3) completed copies of database feature forms in a timely manner as directed by WilTel, (4) where not otherwise provided herein, raceway, conduit, holes and wireways, and (5) easements and microwave licenses.

(b) The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. Wil Tel will install the System in a workmank a manner without damage to Customer's premises, and will obtain necessary work permits to install the System Wil Tel will not be responsible for removing any cabling or equipment of the Customer's old telephone system.

- 4) Force Majeure. Will'ell's performance under this Agreement shall be excused to the extent and for the time compliance is beyond Will'ell's reasonable control for reasons that include but are not limited to, strikes, work stoppage, fire, water, wind, acts of God, disruption in service for any cause storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, intereschange camer, any other earner, governmental action or any Customer nonperformance such as non payment, or latture to execute an acceptance certificate or rental document.
- Term and Acceptance. This agreement shall be effective upon execution by Customer and WilTel, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinalitie defined) and shall eriminate on the last day of the Term stated in Schedulal, provided however, that Customer's indemnities assumption of liabilities and other duties, and all of WilTel's disclaimers have in shall survive the termination of this Agreement. Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of Rech thereunder, simultaneously with Customer's execution of the "Acknowledgment and Certificate of Acceptance" in the form of Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the "Commencement Date" under this Agreement. Customer shall execute the Acknowledgment and Certificate of Acceptance simultaneously with WilTel's completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (Cutover).
- 6) Payment of Rent. The rent for the System (Renti shall be as listed in Schedule Land shall be payable, without notice or demand, as provided in the Schedule
- 7) Cancellation. After paying the first twelve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may cancellation fee equal to (1) 70% of the unpaid rental payments for the System and (2) three monthly rental payments for Switch Access and Network Access. These cancellation fees will be waived if this Agreement, with Wiltels provident approval is assigned to a new airport tenant who assumes all the obligations of this Agreement.
- 8) Training Wiltel will provide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover
- 9) Maintenance Willel will maintain the System in good repair and will provide the necessary parts and labor to so maintain the System as provided in Schedule I provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. Customer's SOLE AND EXCLUSIVE REMEDY for Willel to correct a delect in the System is limited to Willel's performance under this Section 9.

Will'el will provide on call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the selected maintenance plan shall be performed by Will'el, upon Customer's request, at Will'el sprevaling hourly rates. For the purposes of this Agreement, an "emergency" is defined as a failure having one or more of the following characteristics. (1) any afterdant considercannot place or receive calls, (2) a minimum of 20 percent of all telephone or data ports cannot place or receive calls, or (3) a minimum of 20 percent of the trunks are inoperative. All other failures are classified as routine.

Willel's duty to maintain the System

Willers duty to maintain the system (a) Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse connection to foreign power, fire, water, wind, storms, lightning act of God or public enemy, or improper wring, installation, failure or changes resulting from local exchange company power company, and other transmission providers, repair of alternation of the equipment or software by anyone other than WITel. If requested by Customer, repairs necessitated by any of the above excepted causes shall be performed by WiTel at WiTels then prevailing rates, and

(b) Requires that Customer maintain a suitable operating environment for the System

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATIONS, EXPRESS OR IMPLIED INCLUDING BUT NOT LIM-ITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILTEL DISCLAIMS ANY WAR-RANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDII:16 TOLL FRAUD.

- LIMITATION OF LIABILITY. WILTEL WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH'S COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) APPROXIMATELY CAUSED BY WILTEL'S NEGLIGENCE. IN NO EVENT HOWEVER WILL WILTEL AND ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS) OR (3) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WILTEL, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, STRICT TORTOR ANY OTHER LEGAL THEORY WHETHER OR NOT WILTEL OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- 11) Taxes. Will'elshallmake filings and payment for state tangible property taxes on the System, Customer shall pay or reimburse Will'el for all other Taxes pard. payable or required to be collected by WilTel which are accroed assessed or length of the larm of this Agreement regarding the System including but not immed to state sales excise and use taxes and lederal excise tax. WilTel shall not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Pent.

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- 2) Tex Credits and Deductions. Customer understands that WilTel or its assignee intends to claim the "Tax Banetits" consisting of the Modified Accelerated Depreciation Recovery System (MACRS) deductions for [live year] property as provided in Internal Revenue Code [IRC Section 168(b) [1]], and similar benefits under state law, with respect to the System. Without limitation by the preceding sentence. Customer agrees not to take any action, tail to take any action or misstate any fact which may result in any loss to WilTel or its assignee of the Tax Benefits.
- 13) Title. WiTel shall retain title to the System and Customer shall have no interest in the System other than the rights acquired as a customer hereunder Customer agrees to allow Virillet administration in such System identifying labels indicating WiTel's ownership. The System shall remain personal property and not become a firture or part of any real estate regardless of the manner in which it may be installed or attached. If requested by WiTel's customer will, at Customer sexpense furnish a landord and/or mortgages waiver with respect to the System. Customer shall protect and defend WiTel's title, and, at customer sexpense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through customer sexpense, keep the System and parts thereof free and clear of all liens, encumbrances and security interests other than those arising through WiTel, and shall not permit WiTel's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not fimilied to any lien of the System property upon which the System is installed or of any purchaser of, or future creditor obtaining a figh on said real property. Customer shall give WiTel immediate notice of any attachment or judicial process affecting any item of the System.
- 14) Use of the Systems, Inspections and Reports. Customer shalf use the Systems solely for business and not for personal, family or household purposes. Customer may only use the System at the location set forth in Schedule I. Customer's use of the System shall conform with all applicable laws and rules. Customer's insurance policies and obligations of customer under Section 9. Will'all shall have the right to inspect the System at all reasonable times during Customer's normal business hours.
- 15) Alterations and Attachments. Customer shall not permit any equipment or other items or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by Customer at Customer's own expense and risk. WilTel makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.

At the end of the Term, Customer may remove any additions to the System not otherwise subject to this Agreement (Additions) made by Customer during the Term, and restore the System, at Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event that Customer fails to remove an Addition, it shall become the property of WilTel.

- 16) Indemnification. Wil Tel will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to Wil Tel in writing within sixty (60) calendar days of the incident.
  - Customer hereby assumes for, and hereby agrees to indemnify, protect and hold harmless. WilTell and its parent company affliciates subsidianes, agents, employees officers, directors and successors and assigns, from and against all other liabilities, obligations, losses, damages, injunes, claims, demands penalties, actions costs and expenses including without limitation, reasonable attorneys fees, of whatever kind and nature, in contractor for, ansing out of or resulting from all other claims including the use condition, operation, possession, ownership, misuse, selection, delivery or delay therein, rental or returned or resulting from all other claims including the use condition, operation, possession, ownership, misuse, selection, delivery or delay therein, rental or returned or system or any portion thereof, regardless of when, how and by whom operated. Such indemnities and assumptions of liabilities and obligations shall continue in full force and effect, notwithstanding the expiration or other termination of this Agreement. WilTell is an independent contractor, and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to incur or impose any liabilities or obligation for or on behalf of WiTell.
- 17] Return of System. Upon termination of this Agreement, excepting equipment covered under a renewal agreement, Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expeditious fashion by WilTel. The System will be returned to WilTel in the same condition as originally installed ordinary wear and tear excepted or Customer will pay for the restoration of the System to such condition. WilTel shall not be obligated to restore the premises to its original condition. If Customer does not return the System or make it available for removal by WilTel, then in addition to all other remedies in this Agreement, WilTel has available all other remedies available at law or equity. All obligations of Customer under this Agreement shall remain in force and effect until the System is returned to WilTel.
- 18) Events of Delault by Customer. The occurrence of any one or more of the following events (Events of Delault) shall consultite a delault hereunder
  - (a) Failure by Customer to pay any installment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter or
  - (b) Failure by Customer to perform or observe any other term covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any representation warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate lumished to WilTel at any time, which failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from WilTel, or
  - (c) Dissolution termination or discontinuance of the business of Customer (including, without limitation, the death of the prophetor if Customer is a sole prophetorship or the death of a general partner if Customer is a partnership), the sale of substantially all of Customer's assets or the sale or pledge of the controlling interest in Customer or
  - (d) Customer's insolvency, the appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer in writing olds inability to pay its debts as they become due or the commencement of a proceeding under any bankrupicy, reorganization or similar law by or against Customer or any property it possesses, or if Customer shall enter into an agreement of composition with its creditors, or
  - (e) The attempted sale by Customer of a System or any part thereof, or the issuance of any levy, seizure or attachment thereon or pertaining thereto
- 19) Remedies of WilTel. At any time after the occurrence of any Event of Default, WilTel may exercise any one or more of the following remedies
  - (a) WilTel may, by written notice, terminate this Agreement with respect to any System or portion thereof or all of the Systems,
  - (b) Wiffel may demand and recover from Customer all Rent and other amounts then due.
  - (c) Will all or its agents may take possession of any portion or all of the Systems, wherever the same be located on reasonable notice, without any court order or other process of law and without hability to Customer for any damages occasioned by such taking or possession and any such taking or possession shall constitute a termination of this Agreement, whereupon all rights and interest of customer to possession and use of the Systems shall absolutely cease, but Customer shall remain hable as provided herein.
  - (d) Will'all may demand that Customer return any System or portion thereof or all of the Systems to Will'el in accordance with Section 17 herein, and
  - (e) Will'el may pursue any other remedy available at law or in equity including, without limitation, seeling damages, specific performance and/or an injunction. Nane of the remedies under this Agreement is intended to be excusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Will'elin law or in equity. Any repossession or subsequent sale or lease by Will'eli of any portion of the System shall not bar any action for a deficiency as herein provided, and the bringing of any action or the entry of a judgment against Customer shall not bar Will'el singht to repossess any System or portion thereof or all of the Systems.
- 20) Events of Default by WilTel and Remedy. In the event of WilTel's material breach of this Agreement. Customer may cancel this Agreement. This shall be Customer's exclusive remedy.
- 21) Insurance. Customer will bear the risk of loss or damage to the System for the Replacement Cost defined as 90% unpaid rental payments for the System Customer shall at its sole expense, carry liability insurance of not less than \$500,000 per accident including Customer's employees or agents' use or operation of any or all of the Systems. All insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies and coverage including the naming of WilTel as an additional insured, and shall provide WilTel with not less than thirty (30) days prior written notice of the effective date of any alteration, change cancellation or modification of such policies. Customer shall promptly notify WilTel of any event with respect to a

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- 2) Further Assurances. Customer will execute and deliver to WilTel such additional instruments as WilTel deems necessary hereunder. WilTel is authorized to file Uniform Commercial Code financing statements signed by WilTel as Customer is attorney in last.
- 23) WilTel's Performance of Customer's Obligations, If Customer fails to perform any of its obligations under this Agreement. WilTel may perform any actor make any payment which WilTel deems necessary for the maintenance and preservation of the Systems and WilTel's title thereto. All sums so paid by WilTel (together with all related Overdue Charges, as hereinafter defined) and reasonable afformacy's fees incurred by WilTel in connection therewith shall be additional Rent immediately due and payable by Customs's WilTel. The performance of any act or payment by WilTel shall not be deemed a waiver or release of any obligation or default on the part of Customer.
- 24) Severability. Any provision of this Agreement prohibited by law in any state shall, as to such state, be inellective to the extent of such prohibition, but shall not affect the other provisions of this Agreement.
- 25) Amendments and Waivers. This Agreement and the Schedules constitute the entire agreement between WilTel and Customer with respect to the rental of the Systems, and supersede all previous communications, understandings and agreements whether oration written, between the parties with respect to such subject matter. Any representations, wairanties or statements made by an employee, salesperson or agent of WilTel and not expressed in this Agreement are not bunding upon WilTel. No provision of this Agreement may be changed, waired, or amended except by written agreement signed by both WilTel and Customer, except that WilTel may insent the sensi number of any portion of a System on the applicable Schedule after delivery of such portion of the System and WilTel may insent the Commencement Date for this Agreement alter receiving the Acknowledgment and Certificate of Acceptance.
- 26) Overdue Payments. If any payment due and payable by Customer (including, without limitation, interest and delinquency charges), is not received on the 1 th day after the due date. Customer agrees to pay to WiTTeta monthly delinquency charge (Overdue Charge) equal to the lower of 1 172% per month or the highest legal contract rate of interest (Overdue Rate) on such overdue payments.
- 27] Assignment Customer shall not assign this Agreement without WiTel's written consent. No assignment or transfer of any son shall relieve Customer of its obligations hereunder. WiTel may assign any rights under this Agreement to an affiliate or any other assignee, and Customer agrees to execute any documents that such assignee may reasonably require. Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under section 16 may not apply in full to such assignee.
- 28) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the State of Florida except for its rules regarding the conflict of laws
- 29) Customer's Representations. Customer represents that this Agreement is a lawful, binding and valid obligation of Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by Customer, and that all information concerning Customer's financial condition which has been or will be supplied to WilTel is and will be true and correct.
- 30) Notices. All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this section shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

ı	President Southeast Region WilTel Communications Systems Inc 500 Chastain Blvd Suite 505 Kennesaw GA 30144 (404) 650 0676		
	Customer		
		GEC Marconi	
		PO Box 81999	
		Atlanta, GA	30366
		Kyle Hardin	
31) Miscella	nequ#.	770/417-4689	

- (a) If Customer uses a purchase order or similar document to order a System or addition thereto, Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto
- (b) The waiver by either party of any default will not operate as a waiver of any subsequent default
- (c) Customer will pay all of WilTel's costs or expenses uncluding reasonable attorneys and collection fees, incurred in enforcing this Agreement
- (d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
- le). This agreement shall be binding upon and in use to the benefit of WilTel and Customer and their respective successors and assigns
- 32) Terms and Execution.

WilTel

- (a) This Agreement binds Customer when it is executed by Customer and binds WilTel when executed by WilTel and delivered to Customer
- (b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between WilTel and Customer. WilTel has provided Customer allavorable rent in return for WilTel performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the Rent for the System. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
- (c) Customer agrees that WilTel shall not be obligated under this Rental Agreement if the federal, state, or county statutory or regulatory authority permitting WilTel's performance hereunder is withdrawn or amended so as to preclude the effective delivery by WilTel of services hereunder. In such event, WilTel shall notify Customer inwriting and Customer's sole obligation thereafter shall be to compensate WilTel for the equipment and services rendered by WilTel to date.

WilTel Communications Systems, Inc.	Custamer
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Title	Tide
Date	Date

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WILTEL		ment and Service	
Rental #	Date	19 (Agreement)	between Willel and
(Customer), Wil To	el and Customer agree to inc	corporate the following additional	erms and conditions into
d Agreement			
1) Location:Gate F7, First Floor, Mia	mi International months	. Airport	
2) Term: Twelve (12)/ 3) Payment: Customer shall pay to WilTel the lotal rental (which inclusted payments set forth on this Schedule plus any such additional amounts a	das maintenance) for the Te	arm of the Agreement which shall.	be the total amount of all
land 120 this Schedule. Except a sotherwise specified in this Schedule rend shall be due and payable in advance on the first day of each calendar monthly Rent payment with respect to the System when Customer delivers to Me System for any reason. WilTel shall be entitled to relain such payment, in a lamount due hereunder from Customer shall be paid to WilTel by check in in ich other places as WilTel shall designate in writing. Whenever any payment wistomer shall pay the Overdue Charge (as defined in the Agreement), estomer shall pay the Overdue Charge (as defined in the Agreement) as greement except as it may be increased or decreased by amendmen them uses specified telephone numbers directory listings, and all other charge intal price unless indicated on a schedule. No cabling writing, or other them mination of this Schedule as long as the Customeris current on its Rent and the from Customer under the Agreement or any other agreement of Estimated Commencement Date:  7) Attachments: The following Schedules are attached to and made as installation: The lotal amount due torinstallation of the System is us applicable taxes. This amount is due and payable on the Agreement E.  9) Meintenence Hours: WilTel will respond to System failures during some (Schedule III attached here of and made a part hereof).	onth duning the Farm, provided in the larm, provided in the larm provide	dby Customer In the event that Creunder, unless the parties agree at the address of Wil Telas set for the within ten 10 days of the diter the due date to the date of any Term \$ 836.40 per billy company adjustment, plus a mpany and any interchange caminically stated in this Agreement which shall be returned without int Wil Telmay deduct from the Set Tel or its assignee  Schodules I. II. & Ity Seven 50/100 Dollarshindable Fullsery maintena	us pay to the contract in withing to the contract in in the Agreement or a site when due hereunder that receipt of payment in a force of the term of the the the the term of the the term of the term
1) Switch Access		s	month
2) Network Access		s	-• month
See Attached Quot	e #3TS960219		
3) System - Terminal Equipment		\$	month
4) System Ciher		\$	imonth
		Annual Rent 5 d3	6,40
(A continuation sheet may be adde	d if more room is needed)		
11) Pre-Cutover Changes: In the event that additions and/or deletic ordance with the Agreement belote the Commencement Date, the months cas (ICNs). Will Telland Customer hereby agree that any ICN executed by indiment to the Agreement and this Schedule, their eby adding to each suich dware indicated in such ICN.  12) Post-Cutover Changes: If Customer wishes to add additional Willion leatures with maintenance related their etc. After thems as Will and Customer and such equipment and to the Agreement on such terms as Will and Customer, and such equipment and or leatures shall become, upon amendmente terms of the Agreement provided Customer is not in default under the Agreement of the Agreement provided Customer is not in default under the Agreementers.	ly Rental shall be adjusted. Customer and delivered to occument the descriptions ar. Tel equipment and/or leads om WilTel for cash), during the sustainer in a Costother and according to the Agreement and according to the Agreement and according the sustainer and according to th	by the change caused by applicated in accordance with this Sendrental information with respect test to the System (excluding hower the Termot the Agreement, Custo this Sentice Order (CSO) are the Sentice Order (CSO) are pursuant to the Systemer pursuant to the Sentice Order (CSO).	the Installation Change con shall constitute an to the equipment and the waver, minor equipment when shall add additional accounted by W.ITel and the Agreement subject
preement. Proung for additions may be adjusted for increases in the cost independent of the term of the Agreement for all CSO additions will commence on the darm of 60 months unless stated otherwise on this Schedule.  13) Renewal: Il Customer is not in default under this Agreement. Custo, on this rate or (2) return the system to WilTel. Negotation of any such renewal terminents and 120 days nor later than 60 days provint the end of the Term, the Assembly she parties will be at the price and on the termining by the parties.  14) Mis cellaneous: All terms defined in the Agreement shall have the Customer acknowledges and agrees that WilTel alone is responsible for istomer will make no claim against the owner or operator of the premises or it shedule or the terms of the Agreement, or ansing kom Customer's use of the IM WITNESS WHEREOF, the parties hereto have caused this Schedule.	upon acceptance by Custons to leterommunication with when such CSO addition, the when such CSO addition, the can be initiated by Custom greement can be automatic, ms and conditions of Wil Tell same meanings herein service and maintenance as employees for any loss of the equipment.	mer pur suant to the Agreement sorkers in the area plus changes in sorkers in the area plus changes in sorkers in the area plus changes in sore from the sore from the from th	ubject to the terms of the haz laws & regulations System and shall have a the then current market is to negotiate a renewal for a minimum penedial less otherwise agreed to the Agreement, and that gunder the terms of this
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NXT 4592

9/25/91

WILTEL
Schedule II
Acknowledgement and Certificate of Acceptance

TO WilTel Communications Systems, Inc. (WilTel)

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The Customer ( ) acknowledges, represents and warrants to

WilTel that the equipment subject to the Rental Agreement dated

between WilTel and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturers specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date" and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.

Commencement	Date:	<u> </u>			
ustomer:		<del></del>	······································		
зу:				···	
ritle:					

WILTEL Maintenance Schedule III FULLSERV Plan

The FULLSERY plan features the following services:

- Rapid response to problems
  - Emergency outage 2 hours
  - Routine outage 24 hours
- All parts and labor included
- Standard coverage 24 hours a day, 7 days a week
- 24 hour Emergency Service
- Diagnostics run remotely when applicable
- Preventative maintenance routines
- Utility coordination with the local telephone company and other common carriers
- Communications consultations on your system
- User training (optional, extra cost)
- Traffic Studies (as scheduled by WilTel not to exceed two annual customer requested studies)

Description	Qty.	Mo. Unit	Extended Mo.	Unit	Extended
		Rental	Rental	Install	Install
1) Switch Access					
Meridian One Port	4	\$11.00	\$44.00	\$30.00	\$120.00
Advanced Features (Conference Calling, Speed Calling, Etc.)	0	\$5.00	\$0.00	\$5 00	\$0.00
2) Network Access					
Single Line Local Network Access	2	\$18.00	\$36 00	\$30 00	\$60.00
Rotary Key System Access	0	\$29 00	\$0.00	\$30.00	\$0.00
Network Access	0	\$49.00	\$0.00	\$30.00	\$0.00
3) System - Terminal Equipment					
M2008 Digital Phone ( Ash)	0	\$7 59	\$0.00	\$90.00	\$0.00
M2008 W/Display	0	\$11.62	\$0.00	\$90.00	\$0.00
Key Lamp Module W/Footstand	0	\$5,63	\$0.00	\$45 00	\$0.00
M2616 Digital Phone (Ash)	0	\$16.94	\$0.00	\$90 00	\$0.00
M2616 Digital Phone with Display (Ash) 2500 Set	0	\$17 94 \$1 75	\$0 00   \$0 00	\$90 00 \$90 00	\$0.00 \$0.00
2500 Set	ĭ	\$1.75	2000	\$30.00	Ψ0.00
1) System - Other			ł		
Cabling (Customer Provided Telephones)	2	\$1.00	\$2.00	\$60 00	\$120.00
Voice Mail Box	0	\$5.00	\$0.00	\$15.00	\$0.00
Authorization Code	0	\$1.00	\$0.00	\$15.00	\$0.00
Service Order Charge	1	N/A	N/A	\$50 00	\$50.00
Level 3 Cable (Fax, Clock, & Modem)	0	\$1.00	\$0.00	\$90.00	\$0.00
Extended 25 Pair Cable w/Lightning Protection	0	\$18 42	\$0.00	\$0.00	\$0.00
SUBTOTAL A SOLUTION AND A SOLUTION A			\$82.00		\$350.00
Less 15% United Airlines Discount		1	(\$12,30)		(\$52.50
TOTAL			\$69.70		\$297.50

Quote #: STS960219

Holly Klaity

Regional Inside Sales Rep.

# Notes:

- Quote subject to the terms of WilTel's Airport Rental Agreement
   Installation at Gate F-7 in the MIA Terminal.
- 3 An authorization code is required to place long distance calls.
- 4. Installation charge is payable with execution of contract to start work
- 5. Contracts shorter than one (1) year require full payment upon cutover of system

WilTel Communications Systems, Inc 5100 NW 33rd Avenue, Suite 144 Fort Lauderdale, Florida 33309 305 735 0130 Pax 305 677 2037 Toll Free 1 800 569 0450



# **Facsimile Cover Sheet**

To: Kyle Hardin

Company GEC Marconi

Phone: 770/417-4689

Fax: 770/263-4796

From: Holly Klaity

**Branch:** Fort Lauderdale **Phone:** 305/677-2059

Fax: 305/677-2037

Date: February 19, 1996

Time: 04:33 PM

Pages including this

cover page: \* 1

Comments: Airtele Proposal for GEC Marconi at MIA. The original is coming Airborne to you tomorrow. Please call me if you have any questions.

#### Airport Rental Agreement WILLIAMS TELECONMUNICATIONS SYSTEMS, IN ...

Agreement is made as of August 27, 1997 between Williams Telecommunications Systems, Inc., a Delaware ecoporation, 2800 Post Oak Boulevard, Houston, Texas \_corporation/partnership/sole preprietorship (Customer) 77056, (Wiffel) and Came Concessions of Miami International Airport a

Agreement. WiTel agrees to deliver, install, rent and maintain telecommunications systems and services consisting of (1) switch access to its common Agreement. Wither agrees to deliver, sistall, rent and maintain telecommunications systems and services consisting of (1) swifth access to its local telephone exchange telecommunications switching equipment and software which will be shared by tenants at the amport (Switch Access), (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling, (when itemized on Schedu'e I) all of which are described on Equipment Schedu'e I all of which are described on Equipment and cabling, (when itemized on Schedu'e I) all of which are described on Equipment access to rent all access to rent access, (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling, (when itemized on Schedu'e I) all of which are described on Equipment Schedu'e I all of which are described on Equipment access to rent access to the local telephone exchange. the System, subject to the terms and conditions of this Agreement,

This Agreement is subject to credit approval by WilTel. Customer agrees to cooperate with WilTel by providing all credit and financial information that may be required by Inis Agreement is subject to creat approval by Wittel. Lustomer agrees to cooperate with Wittel by provious all credit and financial information that may be required by Wiftel. Upon Wiftel approval of Customer's rental application, Customer agrees to execute all documents relating to the Rental and promptly return them to Wiftel. In the event all properly executed documents and advance payments are not in the possession of Wiftel, Wiftel may, in addition to other rights and remedies dolar currently such executed documents and advance payments are received and approved by Wiftel.

2) Schedules. The attached schedules are part of this Agreement

Schedule I

Equipment and Services Schedule

- Schedule II

Acknowledgment and Centricale of Acceptance

- Schedule III

Maintenance Schedule

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#### 3) Installation

- Customer will be responsible for and provide or arrange for all its own expense. (1) necessary floor plans and accessible System locations free from environmental hazards. (2) reasonable access for Wiffel. (3) completed copies of database feature forms in a timety manner as directed by Wiffel. (4) where not otherwise provided herein, raceway, conduct, holes and wireways, and (5) easements and microwave licenses
- The System will meel Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. Wiffel will install the System in a workmankke manner without damage to Customer's premises, and will obtain necessary work permits to install the System. Wiffel will not be responsible for removing any cabling or equipment of the Customer's old telephone system.
- Force Majeure Wiffers performance under this Agreement shall be excused to the extent and for the time compliance is beyond Wiffers reasonable control for reasons Force majoure. Write's performance under this Agreement shall be excused to the extent and for the time compliance is beyond Write's reasonable control for reasons that include but are not limited to, strikes, work stoppage, fire water, wind acts of God, disruption in service for any cause storms, fighting, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interestingly carrier, any other carrier, governmental action or any Customer nonperformance such as non-payment or failure to execute an acceptance certificate or rental document.
- 5) Term and Acceptance. This Agreement shall be effective upon execution by Customer and WitTel, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinafter defined) and shall terminate on the last day of the Term stated in Schedule I, provided however, the Customer's indemnities, assumption of liabilities and other duties, and all of WitTel's disclaimers herein shall survive the termination of this Agreement. Customer shall be deemed to have accepted the System for all purposes of this Agreement including the payment of Rent hereunder, simultaneously with Customer's execution of the "Acknowledgment and Certificate of Acceptance" in the formic! Schedule II, attached hereto and made a part hereo! The date of execution of the Acknowledgment and Certificate of Acceptance simultaneously with WitTel's shall be the "Commencement Date" under this Agreement. Customer shall execute the Acknowledgment and Certificate of Acceptance simultaneously with WitTel's completion of installation and pre-operational testing and first connection of the equipment to the public relephance network in a manner permitting calls to be made through the System (Customer). the System (Culover)
- Payment of Rent. The rent for the System (Rent) shall be as bated in Schedule I and shall be payable, without notice or demand, as provided in the Schedule
- Cancellation. After paying the first twelve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may cancel this Agreement by giving suty days written notice to WiTel and by paying a cancellation fee equal to (1) 70% of the unpaid rental payments for the System and (2) three monthly rental payments for Switch Access and Network Access. These cancellation fees will be waived if this Agreement with WiTel's prior written approval, is assigned to a new airport tenant who assumes all the obligations of this Agreement.
- Training Wiffel will provide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover
- Maintenance Willel will maintain the System in good repair, and will provide the necessary parts and labor to so maintain the System as provided in Schedule I provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. Customer's SOLE AND EXCLUSIVE REMEDY for Wilfelt's correct a defect in the System is limited to Wilfelt's performance under this Section 9.

WiTel will provide on-call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the wither will provide on-call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the selected maintenance plan shall be performed by Wiffel upon Customer's request, at Wiffel's prevailing hourly rates. For the purposes of this Agreement and "emergency" is defined as a failure having one or more of the following characteristics. (1) any attendant consists cannot place or receive calls, (2) a minimum of 20 percent of all telephone or data parts cannot place or receive calls, or (3) a minimum of 20 percent of the funds are properlike. All other failures are classified as "routine".

VARTer's duty to maintain the System

- Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse, connection to foreign power, fire, water, wind storms, lightning, act of God or public enemy or improper mang, installation, failure or changes resulting from local exchange company, power fire, water, wind storms, lightning, act of God or public enemy or improper mang, installation, failure or changes resulting from local exchange company, power company, and other transmission providers, repair of afternation of the equipment or software by anyone other than Wiffel. It requested by Customer, repairs necessfiated by any of the above excepted causes shall be performed by Wiffel at Wiffel's then prevailing rales, and
- Requires that Customer maintain a suitable operating environment for the System

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY TO PREVENT WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WILTEL DISCLAIMS ANY WARRANTY TO PREVENT WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WILTEL DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD

- LIMITATION OF LIABILITY. WILTEL WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SISTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) APPROXIMATELY CAUSED BY WILTEL'S (OTHER THAN THE SISTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF BUSINESS BE LIABLE FOR (1) ANY SPECIAL, INCIDENTAL, OR REGULGENCE IN NO EVENT HOWEVER WILL WILTEL AND ITS SUPPLIERS OR SUBCONTRACTORS OF BUSINESS OR PROFITS) OR (3) ANY DAMAGE OF ANY KIND CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF CUSTOMER PESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WILTEL, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT WILTEL OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- 11) Taxes. Wiffel shall make filings and payment for state tangible property taxes on the System. Customer shall pay or reimburse Wiffel for all other Taxes paid, payable or required to be collected by Wiffel which are accrued, assessed or levied during the term of this Agreement regarding the System including but not firmled to state sales excuse and use taxes and federal excise tax. Wiffel shall not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Rent.

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- 12) Tax Credits and Deductions. Customer understands that Writel or its assigned intends to claim the "Tax Benefits" consisting of the Modified Accelerated Depreciation. Recovery System (MACRS) deductions for five year) property as provided in Internal Revenue Code (IRC Section 168 (b) (1)), and similar benefits under state taw, with respect to the Gystem. Without limitation by the preceding sentence. Customer agrees not to take any action, fail to take any action or misstate any fact which may result in any loss to Wittel or its assignee of the Tax Benefits.
- 13) Title, Wiffel shall retain title to the System and Customer shall have no interest in the System other than the rights acquired as a customer hereunder. Customer agrees to allow Wiffel to affor to and maintain on such System identifying labels indicating Wiffel's ownership. The System shall remain personal property and not become a feature or pain of any real estate regardless of the manner in which it may be installed or attached. It requested by Wiffel, Customer will, at Customer shall protect and defend Wiffels title, and, at customer will, at Customer and parts thereof free and clear of all liens, encumbrances and security interests other than those ansing through Wiffel, and shall not permit Wiffel's rights or interest hereunder to be subject to any lien, charge or encumbrance, including but not limited to any lien of the owner of real property upon which the System is installed or of any purchaser of, or future creditor obtaining a fien on, said real property. Customer shall give Wiffel immediate notice of any attachment or judicial process affecting any item of the System.
- 14) Use of the Systems, inspections and Reports. Customer shall use the Systems solely for business and not for personal, family or household purposes. Customer may only use the System at the location set forth in Schedule I. Customer's use of the System shall conform with all applicable laws and rules. Customers insurance policies and obligations of customer under Section 9. Will'et shall have the right to inspect the System at all reasonable times during Customer's normal business hours.
- 15) Alterations and Attachmenta. Customer shall not permit any equipment or other fiems or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by Customer's own expense and risk. Writtel makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.
  - At the end of the Term, Customer may remove any addrons to the System not otherwise subject to this Agreement (Additions) made by Customer duting the Term, and restore the System, at Customers expense, to its diiginal condition, reasonable wear and lear only excepted. In the event that Customer tails to remove an Addition, it shall become the property of Wiffel
- 16) Indemnification. Wiffel will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to Vilifel in writing within sorty (60) calendar days of the incident.
  - Customer hereby assumes for, and hereby agrees to indemnify protect and hold harmless. Wi[Tel, and its parent company, affiliates, subsidiaries, agents, employaes, officers, directors and successors and assigns, from and against all other labthiles obligations, fosses, damages, injunes, claims, demands, penalties, actions costs and expenses, including, without limitation reasonable attorneys fees, of whatever kind and nature, in contract or fortr, arising out of or resulting from all other claims including the use, condition, operation, possession, ownership, misuse, selection, delivery or delay therein, ren'al or return of any System or any portion thereof, regardless of when, how and by whom operation. Such indemnities and assumptions of habitities and obligation shall continue in full force and effect inctwithstanding the expiration or other termination of this Agreement. Wiffel is an independent contractor, and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to income impose any liabilities or obligation for or on behalf of Wiffel.
- 17) Return of System. Upon termination of this Agreement, excepting equipment covered under a renewal agreement. Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expeditious fashion by Wiffel. The System will be returned to Wiffel in the same condition as originally installed, ordinary wear and fear excepted, or Customer will pay for the restoration of the System to such condition. Wiffel shall not be obligated to restore the premises to its enginal condition. If Customer does not return the System or make it available for removal by Wiffel, then in addition to all other remodes in this Agreement, Wiffel has available all other remodes available at law or equity. All obligations of Customer under this Agreement shall remain in force and effect until the System is returned to
- 18) Events of Default by Customor. The occurrence of any one or more of the to lowing exents (Events of Default) shall constitute a default hereunden
  - a) Failure by Customer to pay any installment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter or
  - b) Failure by Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or centrale furnished to Wiffel at any time, which failure or inaccuracy shall continue for a pence of ten (10) calendar days after notice from Wiffel, or
  - c) Dissolution, termination or discontinuance of the business of Customer (including without limitation, the death of the proposition of Customer is a sole proposition the death of a general partner of Customer is a partnership), the sale of substantially all of Customer's assets or the sale or pledge of the controlling interest in Customer, or
  - d) Customer's insolvency, the appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy reorganization or similar law by or against Customer or any property if possesses, or if Customer shall enter into an agreement of composition with its creditors, or
  - e) The attempted sale by Customer of a System or any part thereof, or the issuance of any levy, seizure or attachment thereon or pertaining thereto
- 19) Remedies of WilTel. All any time after the occurrence of any Event of Delaut, WilTel may exercise any one or more of the for owing remedies
  - a) WifTel may, by written notice, terminate this Agreement with respect to any System or portion thereof or all of the Systems,
  - b) Wiffel may demand and recover from Customer all Remi and other amounts then due,

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- Wiffel or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to Customer for any damages occasioned by such taking or possession, and any such taking or possession shall constitute a termination of this Agreement, whereupon all rights and interest of Customer to possession and use of the Systems shall absolutely cease, but Customer shall remain liable as provided herein;
- d) Wiffel may demand that Customer return any System or portion thereof or all of the Systems to Wiffet in accordance with Section 17 herein: and
- e) Wiffel may pursue any other remedy available at law or in equity, including without limitation, seeking damages, specific performance and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be currulative and in addition to any other remedy reterred to herein or otherwise available to Wiffel in law or in equity. Any repossession or subsequent sale or lease by Wiffel at any portion of the System shall not be any action for a deficiency as herein provided; and the binging of any action or the entry of a judgment against Customer shall not bar Wiffel's right to repossess any System or portion thereof or all of the Systems.
- 20) Events of default by Will'el and Remedy. In the event of Will'els material breach of this Agreement, Customer may cancel this Agreement. This shall be Customer's exclusive remedy.
- 21) Insurance. Customer will bear the risk of loss or damage to the System for the Pep'acement Cost defined as 90% unpaid rental payments for the System Customer shall at its sole expense, carry liability insurance of not less than 3500,000 per accident including Customer's employees' or agents' use or operation of any or all of the Systems. All insurance required hereunder shall be under such policies in such amounts and with such insurers such policies and coverage, including the naming of Wiffel as an additional insured; and shall provide Wiffel with not less than thirty (30) days' prior written notice of the effective date of any afteration, change cancellation or modification of such policies. Customer shall promptly notify Wiffel of any event with respect to a System which might lead to a claim under any insurance policy Customer will provide evidence (i.e., certificate) of the insurance.

- 22) Further Assurances, Customer will execute and deliver to Wiffel such additional instruments as Wiffel deems necessary hereunder. Wiffel is authorized to the Uniform Commercial Code-financing statements signed by Wiffel as Customer's attempt in-laid.
- 23) Willfel a Performance of Customer's Obligations. If Customer fails to perform any of its obligations under this Agreement, Willel may perform any act or make any payment which Willel deems necessary for the maintenance and preservation of the Systems and Willel's title thereto. All sums so paid by Willel (logisher with all related Overdue Charges, as hereinafter defined) and reasonable altomers fees incurred by Willel in connection therewith shall be additional Rent immediately due and payable by Customer to Willel. The performance of any act or payment by Willel shall not be deemed a warver or release of any obligation or default on the part of Customer.
- 24) Severability. Any provision of this Agreement prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement.
- 25) Amendments and Walvers. This Agreement and the Schedules constitute the entire agreement between Wiffel and Customer with respect to the rental of the Systems, and supersede all previous communications, understandings and agreements whether drail or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salespeason or agent of Wiffel and not expressed in this Agreement are not bridged waived, or amended except by written agreement signed by both Wiffel and Customer, except that Wiffel may insent the senal number of any portion of a System on the applicable Schedule after develop of such portion of the System and Wiffel may insent the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 26) Overdue Payments. If any payment due and payable by Customer (including with limitation, interest and delinquency charges), is not received on the 11th day after the due date. Customer agrees to pay to Wiffel a monthly delinquency charge (Overdue Charge) equal to the lower of 1%% per month or the highest legal contract rate of interest (Overdue Rate) on such overdue payments.
- 27) Assignment: Customer shall not assign this Agreement without Wiffel's written consent. No assignment or transfer of any sort shall relieve Customer of its obligations hereunder. Wiffel may assign any rights under this Agreement to an affirite or any other assignee, and Customer agrees to execute any documents that such assignee may reasonably require. Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under section 16 may not apply in fulfill is such assignee.
- 28) Applicable Law. This Agreement shall be governed by, construed and entercad in accordance with the applicable laws of the State of Ficinda except for its rules regarding the conflict of laws.
- 29) Customer's Representations. Customer represents that this Agreement is a lawful, binding and valid obligation of Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by Customer; and that at information concerning Customer's financial condition which has been or will be supplied to Wiffel is and will be true and correct.
- 30) Notices. All notices, demands and other communications shall be transmitted in writing by hand definery or by United States Mail addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this section shall be deemed effective four (4) days after the date if its mailed or upon receipt, whichever is earlier.

Wiffel
Vice President, Southeast Region
Wiffel Communications Systems, Inc
SOO Chostain Boulevard, Suite 505
Kennesaw, Georgia 30144
(770) 590-3800

Customer
Carrie Cancessions
P.O. Bcx 996697
Miami, Flonda 33299
Ahn Angel Scott, 305/869-3052

- 31) Miscelianeous
  - a) If Customer uses a purchase order or similar document to order a System or addition thereto, Customer acknowledges that the terms and condexors of such purchase order or document shall not apply and that the terms and constitions of this Agreement shall exclusively apply thereto.
  - b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
  - c) Customer will pay all of Wiffel's costs or expenses, including reasonable attamers, and collection fees, incurred in enforcing this Agreement
  - d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
  - e) This agreement shall be binding upon and in use to the benefit of Wiffel and Customer and their respective successors and assigns
- 32) Terms and Execution

1

- a) This Agreement binds Customer when it is executed by Customer and binds Wilflet when executed by Wilflet and delivered to Customer
- b) This Agreement allocates the risks of the System's delivery, installation operation and maintenance between Wiffel and Customer. Wiffel has provided Customer a lavorable rent in return for Wiffel performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the Rent for the System. The Customer acknowledges that if has read this Agreement, understands it and is bound by its terms.
- c) Customer agrees that Wiffel shall not be obligated under this Rental Agreement if the federal, state, or country statutory or regulatory authority permitting Wiffel's performance hereunder is withdrawn or amended so as to precitive the effective delivery by Wiffel or services hereunder. In such event Wiffel shall notify Customer in writing and Customer's sole obligation thereafter shall be to compensate Wiffel for the equipment and services rendered by Wiffel to date.

Williams Telecommunications Systems, Inc.	Customer
	Sientallineer By:
Ву:	By:
	Prendert/CEC
Title:	Title:
	Sept 2, 1947 Date:
Date:	Date:
	BSvMDC(3)059548

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# WILLIAMS TELECOMMUNICATIONS SYSTEMS, INC.

Lyuipment and Services Schedule I

	777
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/	Rent

Dale With respect to the centain Airport Rental Agreement dated August 27, 1997 (Agreement) between Willel and Carne Concessions (Customer), Willel and Customer agree to incorporate the following additional terms and conditions into said Agreement

- Location: Miami International Airport
- Term: Twenty Four (24) months.
- Payment. Customer shall pay to Wiffel the total rental (which includes maintenance) for the Term of the Agreement which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may arise hereunder or pursuant to any additional hereto as described in Paragraphs 11 and 12 of this Schedule Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Term, provided, however, that Customer shall pay to Wiffel the first monthly Rent payment with respect to the System when Customer delivers to Wiffel the Schedule executed by Customer. In the shall pay to Wilfel ha 1st monthly helin payment with respect to the system when destroyed by construct the country to write the destroyed by Construct. The event that Customer does not accept the System for any reason, Wilfel shall be entitled to retain such payment, in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amount due hereunder from Customer shall be paid to Wilfel by check in immediately available funds. at the address of WiTel as set forth in the Agreement or at such other places as WiTel shall designate in writing. Whenever any payment (of Rent or otherwise) is not made within len 10 days of the date when due hereunder. Customer shall pay the Overdue Charge (as defined in the Agreement), calculated from the 11th day after the due date to the date of actual receipt of payment
- Rent: One Hundred Ninet: One 25/100 Collars (\$191.28) (Monthly Ren) during Term. \$191.28 per month during the term of this Agreement), except as it may be increased or decleased by amendment or by an inflation and/or utility company adjustment, plus applicable taxes. Unless otherwise specified telephane numbers, directory listings, and all other charges of the local exchange company of any interchange carner are not included in the rental price unless indicated on a schedule. No cabling, wring, or other items are included unless specifically stated in this Agreement on a schedule
- Security Deposit: Customer shall pay zero month(s) rent as security deposit which shall be returned without interest to the Customer at termination of this Scheduled as long as the Customer is current on its Rent and applicable taxes. If not current, WiTTel may deduct from the Security Deposit any and all amounts due from Customer under the Agreement or any other agreement between Customer and Wiffel or its assignee.
- Estimated Commencement Date: August 27, 1997
- Attachments: The folioning Schedules are attached to and made a part of this Agreement. Schedule 1, II, & III

  Installation: The total amount due for installation of the System is One Hundred Fifty Five 00/100 Dollars (\$155.00) plus applicable taxes. This amount is due and payable on the Agreement Execution Date and is non-refundable
- Maintenance Hours: Wiffel will respond to System failures during the hours specified by FullServ maintenance plan chosen by the Customer (Schedule III attached hereto and made a part hereoft
- Equipment and Features. The equipment and features subject to the Agreement are set forth below

1)	Switch Access	\$	/month		
2)	Network Access	\$	imanth		
3)	System: Terminal Equipment	\$	imonth	•	
4)	System - Other	\$	<b>Imanth</b>		
	Monthly Rent	5191 28 (See .	Attached Quote #STS9708	19)	

(A continual on sheet may be added if more room is needed)

- 11) Pre-Cutover Changes, in the event that additions and/or detetions to the equipment and/or features described in Section 10 above are made in accordance with the Agreement balo a the Commencement Date, the monthly Rental shall be adjusted by the change œused by applicable Installation Change Notices (ICNs) Will'tel and Cus'omer hereby agree that any ICN executed by Customer and delivered to Will'el in accordance with this Section shall constitute an amendment to the Agreement and this Schedule, thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN
- 12) Post-Cutover Changes: If Cusicmer wishes to add additional WilTel equipment and/or features to the System (excluding however, minor equipment and/or features with maintenance related thereto which Customer purchases from WilTel for cash) during the Term of the Agreement, Customer shall add additional equipment and or leadies to the Agreement on such terms as WilTel and Gustomer may agree in a Customer Service Order (CSO) executed by WilTel and Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by Customer pursuant to the Agreement. subject to the terms of the Agreement, provided Customer is not in default under the Agreement and has not suffered a materially adverse change in financial condition since the execution of the Agreement. Such equipment and/or features shall become, upon acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement. Pricing for additions may be adjusted for increases in the cost index for telecommunication workers in the area plus changes in lax laws and regulations
  - The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of 60 months unless stated otherwise on this Schedule.
- 13) Renewal: If Customer is not in default under this Agreement, Customer can either (1) renew this Agreement on its fermination at the then current market monthly rate or (2) return the system to WiTel. Negotiation of any such renewal can be initiated by Customer's written notice of its willingness to negotiate a renewal not earlier than 120 days nor later than 60 days prior to the end of the Term, the Agreement can be automatically renewed at Wiffel's discretion for a minimum pence of one year if a renewal is not finalized. Renewals will be at the price and on the terms and conditions of WiTTel in effect at the time of renewal unless otherwise agreed to in writing by the parties
- 14) Miscellaneous. All lerns defined in the Agreement shall have the same meaning herein.

Customer acking Aledges and agrees that Wiffel alone is responsible for service and maintenance as provided in this Schedule and the Agreement, and that Customer will make no claim against the owner or operator of the premises or its employees for any loss, damage, or injury of any sort arising under the terms of this Schedule or the terms of the Agreement, or ansing from Customer's use of the equipment

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of the Agreement.

Williams Telecommunications Systems, Inc.	Customer
	Customer  By:
By:	By:
	Preside (CEO
Title:	Title:
	Sept 2 1997
Date:	Date:
	BSVMDC(3\n=-

3VIVIDC(3)059549

To Williams Telecommunications Systems, Inc. (WilTel)

The Customer (Carrie Concession) acknowledges, represents and warrants to WiTel that the equipment subject to the Rental Agreement dated August 27, 1997 between WiTel and the undersigned (a) has been deliver installed and subjected to all necessary pre-operational testing: (b) has been inspected; (c) is operated accordance with the manufacturers specifications; (d) has not been used or made available to be place-service for its specifically assigned function for the first time prior to the date indicated below at "Commencement Date" and (e) was first connected to a public telephone system in a manner permitting with the made through the equipment to and from the facility in which the equipment is located on 50 Commencement Date.

Commencement Date: 9/2/97
Customer. ( Build Thing Carie Concerning
By Letitical Courses
Title President / CEC

# The FULLSERV plan features the following services:

Rapid response to problems

Emergency outage - 2 hours

Routine outage - 24 hours

- All parts and labor included
- Standard coverage 24 hours a day, 7 days a week
- 24 hour Emergency Service
- Diagnostics run remotely when applicable
- Preventative maintenance routines
- Utility coordination with the local telephone company and other common carriers
- Communications consultations on your system
- User training (optional, extra cost)
- Traffic Studies (as scheduled by WilTel not to exceed two annual customer requested studies)



# AMENDMENT TO AIRPORT RENTAL AGREEMENT

THIS AMENDMENT shall amend and shall constitute a part of the attached Airport Rental Agreement (the "Agreement") made as of August 27, 1997 and the terms hereof will for all purposes be deemed incorporated into the Agreement.

Effective April 1, 1997, Williams Telecommunications Systems, Inc. and Nortel Communications Systems, Inc. were merged into WilTel Communications, LLC ("WilTel"), a Delaware limited liability company. For the purposes of the attached Agreement, all references to "Williams Telecommunications Systems, Inc." and WilTel shall be construed as references to "WilTel Communications, LLC".

WILTEL COMMUNICATIONS, LLC.

CUSTOMER: Carrie Concessions
BY:
NAME: Gental Thises
TITLE: Prensuct/CEO
,

BSvMDC(3)059552

# Airtele Proposal for the Carrie Company

Description	Qty.	Mo. Unit Rental	Extended Mo. Rental	Unit Install	Extended Install
1) Switch Access					1
Meridian One Port Advanced Features (Conference Calling, Speed Calling, Etc.)	3	\$12.00 \$5.00	\$84,00 \$15.00	\$30.00 \$5.00	l
2) Network Access					
Single Line Local Network Access Rotary Key System Access Network Access	3 0 0	\$18.00 \$29.00 \$49.00	\$54.00 \$0.00 \$0.00	\$30.00 \$30.00 \$30.00	\$0.00
3) System - Terminal Equipment					
M2008 Digital Phone ( Ash) M2008 W/Display M2008HF Digital Phone (Ash) (See Note 4) Key Lamp Module W/Footstand M2616 Digital Phone (Ash) M2616 Digital Phone with Display (Ash) 2500 Set	0 0 3 0 0 0	\$7,59 \$11,62 \$8,76 \$5,63 \$16,94 \$17,94 \$1,75	\$0.00 \$0.00 \$26.28 \$0.00 \$0.00 \$0.00 \$0.00	\$90 00 \$90 00 \$30.00 \$45.00 \$90.00 \$90.00 \$90.00	\$0.00 \$90.00 \$0.00 \$0.00 \$0.00
4) System - Other					
Voice Mail Box Authorization Code Service Order Charge Level 3 Cable (Fax, Clock, & Modem) Dry Pair within the Terminal (between IDFs)	2 1 1 1 0	\$5.00 \$1.00 N/A \$1.00 \$15.00	\$10.00 \$1.00 N/A \$1.00 <u>\$0.00</u>	\$50 00 \$140 00	Waived \$50 00 Waived
TOTAL			\$191.28		\$155.00

National Accounts Sales Support Consultant

# Notes:

- 1. Quote subject to the terms of WilTel's Airport Rental Agreement.
- 2. Installation at Miami International Airport.
- 3. Waived installation charges only apply to existing items on Airport Rental Agreement
- 4. Reduced installation rate applies to upgrading equipment only.
- 5 An authorization code is required for long distance calls

BSvMDC(3)059553

09/05/97

# WILLIAMS COMMUNICATIONS SOLUTIONS, LLC

Airport Rental Agreement

This Agreement is made as of September 28, 2000 between Williams Communications Schriffers, LLC a Delaware corporation, 2800 Post Oak Boulevard, Houston, Texas 77056, (Williams), and ADT Security Services, Inc. of Miami, Florida a comporation/pannership/sole proprietorship (Customer).

Agreement. Williams agrees to deliver, install, rent and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and soltware which will be shared by tenants at the airport (Switch Access), (2) network access to the local telephone exchange carrier (Network Access) and (3) telecommunication terminal equipment and cabling, (when itemized on Schedule I) all of which are described in Equipment Schedule I attached hereto, including optional services and leatures and made a part hereol, (and ale hereinafter collectively referred to as the System) and Customer agrees to rent the System, subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by Williams. Customer agrees to cooperate with Williams by providing all credit and financial information that may be required by Williams. Upon Williams's approval of Customer's renal application, Customer agrees to execute all documents relating to the Renal and promptly reluming to Williams. In the event all properly executed documents and advance payments are not in the possession of Williams, Williams may, in addition to other rights and remedies delay cutover until such executed documents and advance payments are received and approved by Williams.

Schedules. The attached schedules are part of this Agreement

- Schedule I

Equipment and Services Schedule

- Schodide II

Acknowledgment and Certificate of Acceptance Maintenance Schedule

Schedule III

- Installation
  - Customer will be responsible for and provide or arrange for all its own expense. (1) necessary floor plans and accessible System locations free from environmental hazards. (2) reasonable access for Williams. (3) completed copies of database feature forms in a timely manner as directed by Williams. (4) where not otherwise proinced herein, raceway, conduit, holes and wireways, and [5] casements and microwave licenses
  - The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. Williams will install the System in a workmanlike marrier without damage to Customer's premises, and will obtain necessary work permits to install the System. Williams will not be responsible for removing any cabling or equipment of the Customer's old telephone system.
- Force Majeure. Williams s performance under this Agreement shall be excused to the extent and for the time compliance is beyond Williams's reasonable control for restors that include but are not limited to, strikes, work stoppage, fire, water, which acts of God, of stuption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company delays of the local exchange company, interexchange carrier, any other carrier, governmental action or any Customer nonperformance such as non-payment, or failure to execute an acceptance certificate or rental document.
- Term and Acceptance. This Agreement shall be effective upon execution by Customer and Visitiams, but the term of this Agreement (Term) shall commence on the Commencement Date (as hereinafter defined) and shall terminate on the last day of the Term stated in Schedule I; provided, however, the Customer's indemnities, assumption of liabilities and other curies, and all of Williams's disclaimers herein shall survive the termination of this Agreement. Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of Rent hereunder, simultaneously with Customer's execution of the "Acknowledgment and Certificate of Acceptance' in the form of Schedule II, anached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the "Commencement Date" under this Agreement. Customer shall execute the Advictory and Certificate of Acceptance simultaneously with Williams's completion of installation and pile operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (Cutaver)
- Payment of Rent. The rent for the System (Rent) shall be as listed in Schedule I and shall be payable, without notice or demand, as provided in the Schedule
- Cancellation. After paying the first twelve (12) monthly payments under this Agreement including twelve months of payments for any additions, customer may carefully Agreement by girding sixty days' written notice to Williams and by paying a carealation fee equal to (1) 70% of the unpaid remail payments for the System and (2) three monthly rental payments for Switch Access and Network Access. These cancellation fees will be waived if this Agreement, with Williams's prior written approval, is assigned to a new airport tenant who assumes all the obligations of this Agreement
- Training. Williams will gravide instruction and training in the use of the System to employees of Customer for a reasonable time after Cutover,
- Maintenance. Williams will marriain the System in good repair, and will provide the necessary parts and labor to so maintain the System as provided in Schedule 1; provided that Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. Customer's SOLE AND EXCLUSIVE REMEDY for Williams to correct a detect in the System is limited to Williams's performance under this Section 9

Williams will provide on-call emergency service 24 hours a day, 7 days a week, including holidays. Repairs required during hours not covered by this Agreement and the selected maintainance plan shall be performed by Williams, upon Customer's request, at Williams is prevailing hourly rates. For the purposes of this Agreement, an "emergency" is defined as a failure having one or more of the following characteristics:

(1) any attendable console cannot place or receive calls, (2) a minimum of 20 percent of the furnities are inoperative. All other failures are classified as

Williams's duty to maintain the System.

- Excludes service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse connection to foreign power, file, water, wind storms, lightning, act of God or public enemy, or improper wring installation, failure or changes resulting from local exchange company, cower company, and other transmission providers, repair of alternation of the equipment or software by anyone other than Williams. If requested by Customer, repairs necessized by any of the above excepted causes shall be performed by Williams at Williams's then prevailing rates; and
- Requires that Customer maintain a suitable operating environment for the System.

THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY VIARRANTY OR OTHER CELIGATION, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILLIAMS DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD

- 10) LIMITATION OF LIABILITY WILLIAMS WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY TOTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) APPROXIMATELY CAUSED BY WILLIAMS'S NEGLIGENCE IN NO EVENT HOWEVER WILL WILLIAMS AND ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR (1) ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, (2) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS) OR (3) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD. THIS LIMITATION SHALL APPLY TO ANY CLAIM OF CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF WILLIAMS, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT WILLIAMS OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- 11) Taxes Williams shall make filings and payment for state largible property taxes on the System. Customer shall pay or reimburse Williams for all other Taxes paid, payable or required to be collected by Williams which are accrued, assessed or levied during the lerm of this Agreement regarding the System including but not limited to state sales exose and use taxes and lederal exose tax. Williams shall not be obligated to contest any Tax. Applicable taxes shall be added to each payment of Rem

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- Tax Credits and Deductions. Customer understands that Williams or its assignce intends to claim the "Tax Benefits" consisting of the Modified Accelerated Depreciation Fecovery System (MACRS) deductions for [five year] property as provided in Internal Revenue Code [IRC Section 168 (b) [11], and similar benefits under state law, with respect to the System Wilhout limitation by the preceding sentence. Customer agrees not to take any action, fall to take any action or misstate any fact which may result in any loss to Williams or its assignce of the Tax Benefits.
- The Williams shall retain title to the System and Customer shall have no Imerest in the System other than the nights acquired as a customer hereundar agrees to allow Williams to affix to and maintain on such System identifying labels indicating Williams's ownership. The System shall remain personal property and not according to a fixture or part of any real estate regardless of the manner in which it may be installed or attached. If requested by Williams, Customer will, at Customer's expense, hursh a fandloid and/or mortgagee waiver with respect to the System Customer shall protect and defend Williams's title, and, at customer's expense, keep the expense, hursh a fandloid and/or mortgagee waiver with respect to the System Customer shall protect and defend Williams, and shall not permit Williams's rights or System and parts thereof like and clear of all liters, encumbrances and security interests other than those arising through Williams, and shall not permit Williams's rights or shall be owner of real property upon which the System is installed or inferest hereoffer to be subject to any lien, charge or encumbrance, including but not limited to any lien of the owner of real property upon which the System is installed or of any purchaser of, or future creditor obtaining a fien on, said real property. Customer shall give Williams immediate notice of any attachment or judicial process affecting any term of the System. any item of the System.
- 14) Use of the Systems, inspections and Reports. Customer shall use the Systems solely for business and not for personal, family or household purposes. Customer may only use the System at the location set forth in Schedule I. Customer's use of the System shall conform with all applicable laws and notes and obligations of customer under Section 9. Williams shall have the right to inspect the System at all reasonable times during Customer's normal business hours.
- 15) Alterations and Attachments. Customer shall not permit any equipment or other items or material (Other Equipment) or software (Other Software) to be used on or in connection with the System, which do not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on, or in connection with, the System shall be accurred and installed by Customer at Customer's own expense and lists. Wilkiams makes no representation concerning the composibility of any such Other Equipment and/or Other Software for use with the System.
  - A, the end of the Term, Customer may remove any additions to the System not otherwise subject to this Agreement (Additions) made by Gustomer during the Term, and restore the System, at Gustomer's expense, to its original condition, it restores the System, at Gustomer's expense, to its original condition, it shall become the property of Williams.
- 16) Indemnification Williams will be responsible only for physical injury to persons (including death) and damage to langible physical property to the extent caused by its negligence during delivery, installation or maintenance, and which is reported to Williams in writing within sixty (50) calendar days of the inodem.
  - Customer hereby assumes for, and hereby agrees to indemnify, protect and hold hamiless, Williams, and its parent company, affiliates, substitutes, accepts and officers, directly assumes for, and hereby agrees to indemnify, protect and hold hamiless, Williams, and its parent company, affiliates, actions costs and officers, directly assumes for and successors and assigns, from and against all other liabilities, obligations, losses, damages, injunes, claims, demands, penalties, actions costs and officers, directly individually in contract or tori, anxing out of or resulting from all other claims including expenses, including, without limitation, reasonable attorneys fees, of whatever kind and nature, in contract or tori, anxing out of or resulting from all other claims including the expiration of whatever kind and nature, in contract or tori, anxing out of or resulting from all other or, regardless of whatever kind and nature, in contract or tori, anxing out of or resulting from all other or, regardless of whatever kind and nature, in contract or tori, anxing out of or resulting from all other or, regardless of whatever kind and nature, in contract or tori, anxing out of or resulting from all other or or the how and by whom operated. Such indemnities and assumptions of thabilities and obligation shall continue in hill force and effect, notwitistianding the expiration or other how and by whom operated. Such indemnities and assumptions of thabilities and obligation shall continue in hill force and effect, and independent contractor, and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to termination of this Agreement. Williams is an independent contractor, and nothing contained in this Agreement shall authorize Customer to operate the Systems so as to incur or impose any habilities or obligation for or on behalf of Williams
- 17) Return of System. Upon termination of this Agreement, escepting equipment covered under a renewal agreement, Customer will make the System available for removal which shall be accomplished in a careful and reasonable, expeditious fashion by Williams. The System will be returned to Williams in the same conduct as originally which shall be accomplished in a careful and reasonable, expeditious fashion of the System to such condition. Williams shall not be obligated to reside the premises installed ordinary wear and tear excepted, or Customer will pay for the restoration of the System of the System or make it available for removal by Williams, then in addition to all other remodes in this Agreement, Williams has available all other remodes available at law or equity. All obligations of Customer under this Agreement shall remain in local and effect until the System is returned to Williams.
- 13) Events of Default by Customer. The occurrence of any one or more of the following events of Default) shall consider a default hereunden
  - a) Failure by Customer to pay any inclaliment of Rent or other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter or
  - Failure by Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule or the inaccuracy in any material respect of any regressentation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate lumished to Williams at any time, which failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from Williams, or
  - Dissolution termination or discontinuance of the business of Customer (including, without limitation, the death of the proposed in Customer is a sole proposition of the controlling interest in the death of a general partner if Customer is a partnership), the sale of substantially all of Customer's assets or the sale of predge of the controlling interest in
  - Customer's insolvency. The appointment of a receiver for any property of Customer, assignment by Customer for the benefit of creditors, admission by Customer, assignment by Customer for the benefit of creditors, admission by Customer. Costomer of any property in evapportment of a receiver for any property of customer, assignment by Costomer for the centerly receiver, assignment by backruptcy, reorganization of similar law by or against will no of its inability to pay its debts as they become due for the commencement of a proceeding under any bankruptcy, reorganization or similar law by or against white no any property it possesses, or if Customer shall enter into an agreement of composition with its creditors, or
  - The attempted sale by Customer of a System or any part thereof or the issuance of any lavy, setture or attachment thereon or pertaining thereto
- 19) Remedies of Williams. At any time after the occurrence of any Event of Default, Williams may exercise any one or more of the following remedies.
  - a) Visitians may, by written notice, terminate this Agreement with respect to any System or portion the earl or all of the Systems
  - Williams may demand and recover from Customer all Rent and other amounts then due.
  - Williams or its agents may take possession of any portion or all of the Systems, wherever the same be located on reasonable notice, without any court order to the process of law and without habitity to Customer for any damages occasioned by such taking or possession, and any such taking or possession shall consider a lamination of this Agreement, whereupon all rights and interest of Customer to possession and use of the Systems shall absolutely cease, but Customer shall be considered to the Systems shall absolutely cease, but Customer shall be considered to the Systems shall absolutely cease, but Customer shall be considered to the Systems shall absolutely cease, but Customer shall be considered to the Systems shall be considered to the Syst
  - Williams may demand that Customer return any System or portion thereof or all of the Systems to Williams in accordance with Section 17 herein; and
  - Williams may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance and/or an injunction. Note of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in adducin to any other remedy referred to herein or otherwise of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in adducin to any other remedy referred to herein or otherwise available to Williams in law or in equity. Any repossession or subsequent sale or lease by Williams of any portion of the System shall not be entry of a judgment against Customer shall not bar Wilhams's right to repossess any System or subsequent sale or lease by Williams of any portion of the Systems. conion thereof or all of the Systems
- 20) Events of default by Williams and Romedy In the event of Williams's material breach of this Agreement Customer may cancel this Agreement. This shall be
- Insurance. Customer will bear the risk of loss or damage to the System for the Replacement Cost defined as 90% unpaid remail payments for the System Customer at its sole expense, carry liability insurance of not less than \$500,000 per accident including Customer's employees' or agents' use or operation of any or all of the Systems. All insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies and coverage, including the naming of Systems. All insurance required hereunder shall be under such policies, in such amounts and with such insurers such policies date of any alteration, changes. Williams as an additional insured, and shall provide Williams with not less than thatly (30) days' prior written notice of the effective date of any alteration, changes and additional insured, and shall provide Williams of any event with respect to a System which might lead to a claim under any tenures online. Customer will provide evidence to a certificate of the resurance. resurence policy. Customer will provide endence (i.e., certificate) of the insurance

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- 22) Further Assurances Customer will execute and deliver to Williams such additional instruments as Williams deems necessary hereunder. Williams is authorized to Uniform Commercial Code financing statements signed by Williams as Customer's attorney in-fact.
- Williams's Performance of Customer's Obligations. If Customer tails to perform any of its obligations under this Agreement, Williams may perform any act to not any payment which Williams deems necessary for the maintenance and preservation of the Systems and Williams's title thereto. All sums so paid by Williams (together with all related Overdue Charges, as hereinafter defined) and reasonable attoriests' fees incurred by Williams in connection therewith shall be additional Rent immediately due and payable by Customer to Williams. The performance of any act or payment by Williams shall not be deemed a waiver or release of any obligation or default on the part of Customer.
- 24) Severability. Any provision of this Agreement prohibited by law in any state shall, as to such state, be meltactive to the extent of such prohibition, but shall not affect the other provisions of this Agreement
- 25) Amendments and Waivers. This Agreement and the Schedules constitute the entire agreement between Williams and Customer with respect to the rantal of the Systems, and supersede all previous communications, understandings and agreements whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson or agent of Williams and not explessed in this Agreement are not binding upon Williams. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both Williams and Customer, except that Williams may insent the serial number of any portion of a System on the applicable Schedule after delivery of such portion of the System and Williams may insent the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 26) Overdue Payments. If any payment due and payable by Customer (including with limitation, interest and delinquency charges), is not received on the 11th day after the due date, Customer agrees to pay to Williams a monthly delinquency charge (Overdue Charge) equal to the lower of 1 https://per.month.or.the highest legal contract rate of interest (Overdue Rate) on such overdue payments.
- 27) Assignment. Customer shall not assign this Agreement without Williams's written consent. No assignment or transfer of any sort shall refleve Customer of its obligations hereunder. Williams may assign any rights under this Agreement to an afficiency other assignee, and Customer agrees to execute any documents that such assignee may reasonably require. Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under section 16 may not apply in full to such assignee.
- 28) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the State of Florida except for its rules regarding the conflict of laws.
- 29) Customer's Representations, Customer represents that this Agreement is a lawful, binding and valid obligation of Customer enforceable in accordance with its terms and has been duly authorized, eracufed and delivered by Customer, and that all information concerning Customer's financial condition which has been or will be supplied to Williams is and will be true and correct.
- 20) Notices. All notices, demands and other communications shall be transmired in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this section shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

Orrector, National Accounts Williams Communications Solutions, EEC 500 Chastain Boulevard Suite 505 Nennesaw, Georgia 30144 (770) 550-3800

Customer AOT Security Services, Inc. 7747 N W 48" Street, Building D, Suite #160 Mrami, Florida 33166 Attn: Troy Chin, 786/331-3903

#### 31) Miscellaneous

- a) If Customer uses a purchase order or similar document to orde, a System or addition thereto. Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall each servery apply thereto.
- b) The waiver by either party of any default will not operate as a waiver of any subsequent default
- c) Customer will pay all of Williams's costs or expenses including reasonable attorneys' and collection less incurred in enforcing this Agreement,
- d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought.
- e) This agreement shall be binding upon and in use to the benefit of Williams and Customer and their respective successors and assigns.

#### 32) Terms and Execution.

- a) This Agreement binds Customer when it is executed by Customer and binds Williams when executed by Williams and delivered to Customer.
- b) This Agreement allocates the risks of the System's delivery, installation, operation and maintenance between Williams and Customer. Withams has provided Customer a favorable tent in return for Williams performing all delivery, installation, and maintenance obligations. This allocation is recognized by beth parties and is reflected in the Remt for the System. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
- c) Customer agrees that Williams shall not be obligated under this Rental Agreement if the federal, state, or county statutory or regulatory authority permitting Williams's performance beleunder is withdrawn or emercial so as to preclude the effective delivery by Williams or services hereunder. In such evert, Williams shall notify Customer in walking and Customer's sale obligation thereafter shall be to compensate Williams for the equipment and services rendered by Williams to date.

Williams Communications Solutions, LLC	Customer
Burn male	Tony Orin
By: /	By:
Sanion manager	GENERAL MANAGER
Title:	Title:
1-31-01	10-3-00
Date:	Date:
	BSvMDC(3)059039

3

# WILLIAMS COMMUNICATIONS SOLUTIONS, LLC

Equipment and Services Schedule I

_	 	

Date:

With respect to the certain Airport Rental Agreement dated September 28, 2000 (Agreement) between Williams and ADT Security Services, Inc. (Customer), Williams and Customer agree to incorporate the following additional terms and conditions into said Agreement:

- Location: Miami International Airport, CC-F
- Term: Twelve (12) months.
- Payment: Customer shall pay to Williams the total rental (which includes maintenance) for the Term of the Agreement which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may arise hereunder or pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Term; provided, however, that Customer shall pay to Williams the first monthly Rent payment with respect to the System when Customer delivers to Williams the Schedule executed by Customer. In the event that Customer does not accept the System for any reason, Williams shall be entitled to retain such payment, in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amount due hereunder from Customer shall be paid to Williams by check in immediately available funds at the address of Williams as set forth in the Agreement or at such other places as Williams shall designate in writing. Whenever any payment (of Rent or otherwise) is not made within ten 10 days of the date when due hereunder, Customer shall pay the Overdue Charge (as defined in the Agreement), calculated from the 11th day after the due date to the date of actual receipt of payment.
- Rent: Five Hundred Eighty Eight & 00/100 Dollars (\$588.00) for Twelve Months Due Upon Contract Execution and payable in advance (Monthly Rent during Term: \$49.00 per month during the term of this Agreement), except as it may be increased or decreased by amendment or by an inflation and/or utility company adjustment, plus applicable taxes. Unless otherwise specified telephone numbers, directory listings, and all other charges of the local exchange company of any interchange carrier are not included in the rental price unless indicated on a schedule. No cabling, wiring, or other items are included unless specifically stated in this Agreement on a schedule.
- Security Deposit: Customer shall pay Zerg month(s) rent as security deposit which shall be returned without interest to the Customer at termination of this Scheduled as long as the Customer is current on its Rent and applicable taxes. If not current, Williams may deduct from the Security Deposit any and all amounts due from Customer under the Agreement or any other agreement between Customer and Williams or its assignee.
- Estimated Commencement Date:
- <u>.</u>19\_ Attachments: The following Schedules are attached to and made a part of this Agreement. Schedules I, II, & III.
- Installation: The total amount due for installation of the System is Two Hundred Seventy Five & 00/100 Dollars (\$275.00) plus applicable taxes. This amount is due and payable on the Agreement Execution Date and is non-refundable.
- Maintenance Hours: Williams will respond to System failures during the hours specified by Fullsery maintenance plan chosen by the Customer (Schedule 9) Ill attached hereto and made a part hereof).
- Equipment and Features: The equipment and features subject to the Agreement are set forth below:

1)	Switch Access	\$ /month
2)	Network Access	\$ /month
3)	System - Terminal Equipment	\$ /month
4)	System - Other	\$ /month

Monthly Rent

\$See Quote #\$T\$000330E (Revised 9/28/00)

(A continuation sheet may be added if more room is needed)

- Pre-Cutover Changes: In the event that additions and/or deletions to the equipment and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Rental shall be adjusted by the change caused by applicable installation Change Notices (ICNs). Williams and Customer hereby agree that any ICN executed by Customer and delivered to Williams in accordance with this Section shall constitute an amendment to the Agreement and this Schedule, thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN.
- Post-Cutover Changes: If Customer wishes to add additional Williams equipment and/or features to the System (excluding however, minor equipment and/or features with maintenance related thereto which Customer purchases from Williams for cash), during the Term of the Agreement, Customer shall add additional equipment and/or features to the Agreement on such terms as Williams and Customer may agree in a Customer Service Order (CSO) executed by Williams and Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement, provided Customer is not in default under the Agreement and has not suffered a materially adverse change in financial condition since the execution of the Agreement. Such equipment and/or features shall become, upon acceptance by Customer pursuant to the Agreement, subject to the terms of the Agreement. Pricing for additions may be adjusted for increases in the cost index for telecommunication workers in the area plus changes in tax laws and regulations.

The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of 60 months unless stated otherwise on this Schedule.

- Renewal: If Customer is not in default under this Agreement, Customer can either (1) renew this Agreement on its termination at the then current market monthly rate or (2) return the system to Williams. Negotiation of any such renewal can be initiated by Customer's written notice of its willingness to negotiate a renewal not earlier than 120 days nor later than 60 days prior to the end of the Term; the Agreement can be automatically renewed at Williams's discretion for a minimum period of one year if a renewal is not linalized. Renewals will be at the price and on the terms and conditions of Williams in effect at the time of renewal unless otherwise agreed to in writing by the parties.
- Miscellaneous: All terms defined in the Agreement shall have the same meaning herein.

Customer acknowledges and agrees that Williams alone is responsible for service and maintenance as provided in this Schedule and the Agreement, and that Customer will make no claim against the owner or operator of the premises or its employees for any loss, damage, or injury of any sort ansing under the terms of this Schedule or the terms of the Agreement, or ansing from Customer's use of the equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized representative and this Schedule shall be incorporated into, and made a part of the Agreement.

Williams Communications Solutions, LLC	Customer
Buran mone	Tony Chu
By:	By:
Senior manager	CLEMBURY MUHAGIN
Title:	Title:
1-31-00	10-3-00
Date:	Date:

1 To Williams Communications Solutions, LLC (Williams)

The Customer (ADT Security Services, Inc.) acknowledges, represents and warrants to Williams that the equipment subject to the Rental Agreement dated September 28, 2000 between Williams and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturers specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date" and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.

Commencement Date:	
	1
Customer:	
By:	
Оу	
Title*	

BSvMDC(3)059041

# The FULLSERV plan features the following services:

- Rapid response to problems
  - Emergency outage 2 hours
  - Routine outage 24 hours
- All parts and labor included
- Standard coverage 24 hours a day, 7 days a week
- 24 hour Emergency Service
- Diagnostics run remotely when applicable
- Preventative maintenance routines
- Utility coordination with the local telephone company and other common carriers
- Communications consultations on your system
- User training (optional, extra cost)
- Traffic Studies (as scheduled by Williams not to exceed two annual customer requested studies)



# Airtele Proposal for ADT Security Services, Inc.

Description	Qty.	Mo. Unit Rental	Extended Mo. Rental	Unit Install	Extended Install
1) Switch Access  Meridian One Port  Advanced Features (Conference Calling,  Speed Calling, Etc.)	2	\$12.00 \$5.00	\$24.00 \$5.00	\$40.00 \$5.00	\$80.00 \$5.00
2) Network Access Single Line Local Network Access	1	\$18.00	\$18.00	\$40.00	\$40 00
3) System - Terminal Equipment  M2008HF Digital Phone with Display (Ash)	, 0	\$14.12	\$0.00	\$80.00	→ \$0.00
4) System - Other  Level 3 Cable (Modern, Clock, or Fax)  Voice Mail Box  Authorization Code  Service Order Charge  Total	1 0 1 1	\$1.00 \$5.00 \$1.00 N/A	\$0.00	\$80.00 \$20.00 \$20.00 \$50.00	\$0.00 \$20.00

Quote #STS000330E (Revised 9/28/00)

National Accounts Sales Support Consultant

1. Quote subject to the terms of Williams' Airport Rental Agreement.

2. An Authorization Code is required for Long Distance Calls over William's network.

3. Quote does not include any cable, conduit, raceways, or holes.

4. Contract Terms one year or less require full rental and installation payment with execution of contract to begin installation.  $$49.00 \times 12 \text{ Months} = $588 + $275.00 \text{ Installation} = $863.00 + 56.10 \text{ Fi. Tax} = $919.10$ .

BSvMDC(3)059043

09/28/00

tyco | Fire & Security



ADT Security Services, Inc. ADT Security School 14200 East Exposition Avenue Aurora, CO 80012-2512 VENDOR NAME WILLIAMS COMMUNICATIONS SOLUTIONS, LLC VENDOR NUMBER

CHECK NUMBER 0676073 DATE

18-JAN-01

/s	ecurity ( - \	Aurora, Co	80012-2512		VENDOR NUMBE 11529	in .	18-JAN-01
INVOICE DATE	INVOICE NUMBER	VOUCHER NUMBER	GROSS AMOUNT	ADJUSTMENTS DISCOUNTS	NET AMOUNT	DESCR	T'I AIRPORT/PH
28-SEP-00 28-SEP-00	092800	1956397 1971763	275.00 644.1	0.00		ADT/MIAMI MIAMI I	CONTRACT
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**DETACH STUB** PLEASE FOLD AND DETACH ALONG THIS PERFORATION BEFORE DEPOSITING NO. 0676073 rest f VENDOR NO. 11529 ... ADT Security Services, Inc. Aurora, CO 80012-2512 CHECK DATE s\*\*\*\*\*\*\*\*919.10 VOID AFTER 99 DAYS BSvMDC(3)059044 Nine Hundred Nineteen And 10/100 Dollars 2. WILLIAMS COMMUNICATIONS SOLUTIONS, LLC PO BOX 998526 MIAMI, FL 33299 United States 1 TO THE ORDER OF ORDER OF POBLASSES MIAMI, FL 33299
United States

NationsBank, N.A. (South)
Atlanta, Dekalb County, Georgia

THE FACK OF THIS CHECK CONTAINS AR ANTIFICIAL WATERMARK - HOLD AT AN

# MIAMI-DADE AVIATION DEPARTMENT

Airport Rental Agreement

This Agreement is made as of <u>December 19, 2002</u> between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and (the "Customer"), conducting business at Miami International Airport ("MIA" or the "Airport")

1) Agreement. The County agrees to deliver, install, rent, and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications switching equipment and software which will be shared by the Miami-Dade Aviation Department ("MDAD" or the "Department") and its tenants at the Amont ("Switch Access"), (2) network access to the local telephone exchange carrier ("Network Access"), and (3) telecommunication terminal equipment and cabling, when itemized and executed on Schedule 1. Such equipment and services are described in the Equipment and Services Schedule I and Maintenance Schedule III attached hereto, including optional services and features and made a part hereof, (collectively, the "System") and the Customor agrees to rent the System (the "Rental"), subject to the terms and conditions of this Agreement.

This Agreement is subject to credit approval by the County. The Customer agrees to cooperate with the County by providing all credit and linancial information that may be required by the County. Upon the County's approval of the Customer's rental application, the Customer agrees to execute all documents relating to the Rental and promptly return them to the County. In the event all required and properly executed documents and advance payments are not provided to the County, the County may, in addition to other delineated rights and remedies delay cutover until such executed documents and advance payments are received and approved by the County.

Schedules The allached schedules (the "Schedules") are part of this Agreement

- Schedule I

Equipment and Services Schedule

- Schedule II

Acknowledgment and Certificate of Acceptance

- Schedule III

Maintenance Schedule

- 3) Installation
  - a) The Customer will be responsible for, and provide or arrange for at its own expense (in a timely manner as required or directed by the County) (1) necessary floor plans and accessible System locations free from environmental hazards, (2) reasonable access for the County, (3) completed copies of database feature forms (4) raceway, conduit, holes and wireways, where not otherwise provided herein, and (5) easements and microwave licenses.
  - b) The System will meet Federal Communications Communications regarding connection to the public telephone network. The County will install the System in a workmanlike manner without damage to the Customer's premises, and will obtain necessary work permits to install the System. The County will not be responsible for removing any cabling or equipment of the Customer's old telephone system.
- 4) Force Majeure The County's performance under this Agreement shall be excused to the extent and for the time compliance is beyond the County's reasonable control for reasons that include but are not limited to strikes, work stoppage, fire, water, wind acts of God disruption in service for any cause, storms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, interexchange carrier, or any other carrier, governmental action, or any Customer nonperformance such as (i) non-payment, or (ii) failure to execute an acceptance certificate or rental document.
- Term and Acceptance. This Agreement shall be effective upon execution by the Customer and the County, but the term of this Agreement (the "Rental Term") shall commence on the "Commencement Date" (as hereinatter defined) and shall terminate on the last day of the Rental Term stated in Schedule II, provided, however, the Customer's indemnities, assumption of liabilities, and other duties, and all of the County's disclaimers herein shall survive the termination of this Agreement. The Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of rent herein of the Customer's execution of the "Acknowledgment and Certificate of Acceptance" contained in Schedule II, attached herein and made in part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the Commencement Date under this Agreement. The Customer shall execute the Acknowledgment and Certificate of Acceptance, with the County's completion of installation and pre-operational testing and first connection of the equipment to the public telephone network in a manner permitting calls to be made through the System (the "Cutover").
- 6) Payment of Ront. The rent for the System (the "System Rent") shall be as fisled in Schedule I and shall be payable, without notice or demand, pursuant to said Schedule.
- 7) Cancellation After paying the first twelve (12) monthly payments under this Agreement including livelve (12) months of payments for any additions, the Customer may cancel this Agreement by giving sixty (60) days written notice to the County and by paying a cancellation fee equal to (a) seventy percent (70%) of the unbaid System Rent, AND (b) three (3) monthly payments for Switch Access and Network Access. With the County's prior written approval the cancellation fees will be waived, if this Agreement is assigned to a Mith tenant who assumes all the obligations of this Agreement.
- B) Training. The County will provide instruction and training in the use of the System, to employees of the Customer for a reasonable time (not to exceed thirty (30) days) after the Cutover.
- 9) Maintenance. The County will maintain the System in good repair, and will provide the necessary parts and labor to maintain the System as provided in Schedule III, provided the Customer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. The Customer's SOLE AND EXCLUSIVE REMEDY for the County to correct a defect in the System is limited to the County's performance under this Section.

The County's duly to maintain the System

- a) Excludes any service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained loss, abuse connection to foreign power, fire, water, wind storms, lightning, acts of God, acts of public enemies, improper wiring, installation of equipment, items, material, or software by the Customer or third parties, failures or changes resulting from local exchange company, failures or changes resulting from other transmission providers, or repair or alteration of the equipment or software by anyone other than the County, and
- b) requires that Customer maintain a suitable operating environment for the System

BY CUSTOMER REQUEST, REPAIRS NECESSITATED BY ANY OF THE EXCEPTED CAUSES IN SECTION 9(a) ABOVE, SHALL BE PERFORMED BY THE COUNTY AT ITS THEN PREVAILING RATES. THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COUNTY DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

10) LIMITATION OF LIABILITY: THE COUNTY WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) CAUSED BY THE COUNTY'S NEGLIGENCE. IN NO EVENT HOWEVER WILL THE COUNTY AND ITS CONTRACTORS, OR SUPPLIERS BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF

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BUSINESS OR PROFITS): OR (C) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD THIS LIMITATION SHALL APPLY TO ANY CLAIM OF THE CUSTOMER WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OF THE COUNTY, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT THE COUNTY OR ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

- Title The County shall retain title to the System and the Customer shall have no interest in the System other than the rights acquired as a customer hereunder. The Customer acknowledges the County may affix to and maintain on such System identifying libets indicating the County's ownership. The System shall remain County personal property and not become a fixture or part of any Customer real estate regardless of the manner in which it may be installed or allached. If requested by the County, the Customer will, at the Customer's expense, turnshall allacted and/or mortgagee waiver with respect to the System. The Customer shall protect and defend the County's hite, and, at the Customer's expense, keep the System and parts thereof tree and clear of all tiens, encumbrances and secunty interests other than those ansing through the County, and shall not permit the County's rights or interest hereunder to be subject to any tien, charge or encumbrance, including but not limited to (a) any lien of the owner of real property upon which the System is installed, or (b) of any purchaser of, or future creditor obtaining a lien on, said real property. The Customer shall give the County immediate notice of any allachment or judicial process affecting any item of the System.
- 12) Use of the System(s), Inspections and Reports The Customer shall use the System(s) solely for business and not for personal, family or household purposes. The Customer may only use the System at the location set forth in Schedule 1. The Customer's use of the System shall conform with all applicable lederal state and local laws and rules. The County shall have the right to inspect the System at all reasonable times during the Customer's normal business hours.
- 13) Alterations and Attachments. The Customer shall not permit any equipment or other items or material (the "Other Equipment") or software (the "Other Software") to be used on or in connection with the System, which does not meet the specifications of the manufacturer of the equipment in the System All Other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by the Customer at Customer's own expense and risk. The County makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.

Without the prior written approval of the County, at the end of the Rental Term, the Customer must remove any additions to the System not otherwise subject to this Agreement (the "Additions") made by Customer during the Rental Term, and restore the System, at the Customer's expense, to its original condition, reasonable wear and lear only excepted. In the event the Customer fails to remove an Addition, it shall become the property of the County

14) Indemnification. The County will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation, or maintenance of the System, and which is reported to the County in whiling within sixty (60) calendar days of the incident

The Customer shall indemnify and hold harmless the County and its officers, employees, agents and authorized representatives, and instrumentalities from any and all claims, liabilities losses damages, and causes of action, including illorney's fees and costs of defense, which may arise or be incurred as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature ansing out of, relating to, or resulting from the performance of this Agreement by the Customer or its employees, agents, servants, partners, principals, or subconfractors, except to the extent such act is caused by the County's negligence. The Customer shall pay all claims and losses of any nature whatsoever in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and altorney's fees which may be issued thereon. The Customer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Customer shall in no way limit the responsibility to indemnify, keep and save harmless and detend the County or its officers, employees, agents and authorized representatives, and instrumentablies as herein provided. Nothing contained in this Section 14 shall be construed so as to require the Customer to indemnify the County's employees, agents, and authorized representatives for their own negligence.

- 15) Return of System. Upon termination of this Agreement excepting equipment covered under a renewal agreement, the Customer will make the System available for removal which shall be accomplished in a careful and reasonable fashion by the County. The System will be returned to the County in the same condition as originally installed, ordinary wear and lear excepted, or the Customer will pay for the restoration of the System to such condition. The County shall not be obligated to restore the premises to its original condition. It the Customer does not return the System or make it available for removal by the County, then in addition to all other remedies in this Agreement, the County has available all other remedies available at law or equity. All obligations of the Customer under this Agreement shall remain in force and effect until the System is returned to the County.
- 16) Events of Default by the Customer The occurrence of any one or more of the following events (an "Event of Default") shall constitute a default under this Agreement.
  - a) Failure by the Customer to pay any installment of System Rent or any other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of len (10) calendar days thereafter,
  - b) failure by the Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule, or the inaccuracy in any malerial respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate turnished to the County at any time, which such failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from the County;
  - dissolution, termination, or discontinuance of the Customer's business fincluding, without limitation, the death of the proprietor if the Customer is a sole proprietorship or the death of a general partner if the Customer is a partnership), the sale of substantially all of the Customer's assets, or the sale or pledge of the controlling interest in the Customer,
  - d) the Customer's insolvency, the appointment of a receiver for any property of the Customer, assignment by the Customer for the benefit of creditors, admission by the Customer in writing of its inability to pay its debts as they become due or the commencement of a proceeding under any bankruptcy reorganization, or similar laws by or against the Customer or any property it possesses, or if the Customer enters into an agreement of composition with its creditors, or
  - e) the altempted sale by the Customer of a System or any part thereof or the issuance of any levy, seizure, or attachment thereon or pertaining thereto
- 17) Remedies of the County All any time after the occurrence of an Event of Delauli, the County may exercise any one or more of the following remedies
  - a) The County may, upon seven (7) days written notice, terminate this Agreement with respect to any System, or portion thereof or all of the Systems,
  - b) the County may demand and recover from the Customer all System Rent and other amounts then due,
  - c) the County or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without hability to the Customer for any damages occasioned by such taking or possession, and any such

- taking or possession shall constitute a termination of this Agreement, and whereupon all rights and interest of the Customer to possess and use the Systems shall absolutely coase, but the Customer shall remain liable as provided herein,
- d) the County may demand the Customer return any System or portion thereof, or all of the Systems to the County in accordance with this Section 17 hercin; and
- e) the County may pursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance, and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be complained and in addition to any other remedy referred to herein or otherwise available to the County in law or in equity. Any repossession or subsequent sale or lease by the County of any purtion of the System shall not bar any action for a deficiency as herein provided and the bringing of any action or the entry of a judgment against the Customer shall not bar the County's right to repossess any System or portion thereof, or all of the Systems.
- ta) County Event of Default and Customer Remedy. The Customer may leminate this Agreement upon thirty (30) days written notice in the event of the County's material broach of this Agreement. Such written notice shall identify the material breach(es) and provide a reasonable time to cure in the notification to remedy the cause(s). The County has fifteen (15) days to cure the cause of the termination (the "Cure Penod"). Such Cure Penod commences the day after the thirty (30) day written notice period runs. The Customer may extend the Cure Penod. This shall be the Customer's exclusive remedy.
- 19) Insurance in addition to such insurance as may be required by law, the Customer shall maintain during the term of this Agreement the following insurance
  - a) Public Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in on amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional insured with respect to this coverage.
  - b) Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles used in connection with this agreement in amounts not less than \$200,000 combined single limit per occurrence for bodily injury and property damage.
  - c) Property Damage. The Customer will bear the risk of loss or demage to the leased equipment for the replacement cost and will reimburse the County for any damages to the equipment

The insurance coverage required shall include those classifications, as histed in the standard liability manuals, which most nearly reflect the operations of the Customer in this Agreement. All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management, and no less than "V" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by the Miami-Dade County Risk Management Division.

Prior to the commencement of operations hereunder, and annually thereafter, the Customer shall furnish certificates of insurance to Mismi-Dade County Aviation Department and the Risk Management Division, which certificates shall clearly indicate (1) the Customer has obtained insurance in the type, amount and classifications as required for strict compliance with this Section 19 (2) any material change or cancellation of the insurance shall not be effective without thirty (30) days prior written notice to the County, and (3) that Mismi-Dade County is named as an Additional Insured with respect to the Public Liability coverage.

The County reserves the right to require the Customer to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Customer, which notice shall automatically amend this Agreement effective thirty (30) days after such notice Compliance with the foregoing requirements shall not relieve the Customer of its liability under any other portion of this Agreement

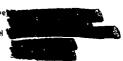
- 20) Further Assurances The Customer will execute and deliver to the County such additional instruments as the County deems necessary hereunder
- 21) County's Performance of the Customer's Obligations. If the Customer laifs to perform any of its obligations under this Agreement, the County may perform any act or make any payment which the County deems necessary for the maintenance and preservation of the Systems and the County's title thereto. All sums so paid by the County (logether with all related "Late Payment Charges", as hereinafter defined) and reasonable altorney's tees incurred by the County in connection therewith shall be additional System Rent immediately due and payable by the Customer to the County. The performance of any act or payment by the County shall not be deemed a waiver or release of any obligation or default on the part of the Customer.
- 22) Severability. Any provision of this Agreement prohibited by the laws of a state shall, as to such state be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement
- 23) Amendments and Walvers. This Agreement and the Schedules constitute the entire agreement between the County and the Customer with respect to the rental of the Systems, and supersede all previous communications, understandings, and agreements whether oral or written, between the parties with respect to such subject matter. Any representations, warranties or statements made by an employee, salesperson, agent, or authorized representative of the County and not expressed in this Agreement are not binding upon the County. No provision of this Agreement may be changed, waived, or amended except by written agreement signed by both the County and the Customer, except that the County may insert the serial number of any portion of a System on the applicable Schedule after delivery of such portion of the System and the County may insert the Commencement Date for this Agreement after receiving the Acknowledgment and Certificate of Acceptance.
- 24) Late Payment Charge. In the event the Customer fails to make any payments as required to be paid under the provisions of this Agreement, within len (10) calendar days of the due date, interest at the rates established from time to time by the Miami-Dade Board of County Commissioners and/or Florida Statutes (currently set at one and one-half percent (11/4%) per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. The right of the County to require payment of such interest and the obligation of the Customer to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Agreement, or to pursue other remedies provided by law
- 25) Assignment. The Customer shall not assign this Agreement without the County's written consent. No assignment or transfer of any sort shall relieve the Customer of its obligations hereunder. The County may assign any rights under this Agreement to an affiliate or any other assignee, and the Customer agrees to execute any documents that such assignee may reasonably require. The Customer acknowledges that if this Agreement is assigned to a governmental entity, the indemnity obligations under Section 14 herein may not apply in full to such assignee.
- Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the County including (a) the rules and regulations of the Department, (b) Chapter 25 Code of Miami-Dade County, Florida, and (c) operational directives issued thereunder, in addition to all additional laws, ordinances, administrative orders, regulations, and rules of the tederal, state, and local governments, and any and all plans and programs developed in compliance therewith, which may be applicable to the operations of this Agreement.
- 27) Customer's Representations The Customer represents that this Agreement is a lawful, binding and valid obligation of the Customer enforceable in accordance with its terms and has been duly authorized, executed and delivered by the Customer, and that all information concerning the Customer's financial condition which has been or will be supplied to the County is and will be true and correct.

28) Notices. All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party self forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this Section 28 shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier

For the Department

Manager, Information Services Division Miami-Dade Aviation Department PO Box 592075 Miami, Florida 33159-2075

For the Customer Name!
[Billing Customer Name]
[Customer Address]
[City, State & Zip Code! 1
[Billing Contact]
[Telephone Number]



#### 29) Miscellaneous

- a) If the Customer uses a purchase order or similar document to order a System or addition thereto, the Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto
- b) The waiver by either party of any detault will not operate as a waiver of any subsequent detault
- c) The Customer will pay all of the County's costs or expenses, including reasonable afformers and collection fees, incurred in enforcing this Agreement
- d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought
- e) This Agreement shall be binding upon and in use to the benefit of the County and the Customer and their respective successors and assigns
- t) Rights to be Exercised by Department. Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.
- 30) Terms and Execution
  - a) This Agreement binds the Customer when it is executed by the Customer and binds the County when executed by the County and delivered to the Customer
  - b) This Agreement allocates the risks of the System's delivery installation operation and maintenance between the County and the Customer. The County has provided the Customer a favorable rent in return for the County performing all delivery, installation, and maintenance obligations. This allocation is recognized by both parties and is reflected in the System Rent. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
  - c) The Customer agrees that the County shall not be obligated under this Rental Agreement if the federal, state or county statutory or regulatory authority permitting the County's performance hereunder is withdrawn, abudged, or amended so as to preclude the effective delivery by the County of services hereunder. In such event, the County shall notify the Customer in writing and the Customer's sole obligation thereafter shall be to compensate the County for the equipment and services randered by the County to date

Miami-Dade Aviation Department	Customer
By: Assistant Director	By:
Title:	Title:
1/8/03	12/19/02
Date:	Date:
for Director Angela Gittens	

Ren	tal # Date December 19, 2002
	respect to the certain Airport Rental Agreement dated <u>December 19, 2002</u> (the "Agreement") between the County and the County
1)	Location Miami International Airport
2)	Rental Term. Sizty (60) months
3)	Payment: The Customer shall pay to the County the total rental (which includes maintenance) for the Rental Term of the Agreement, which shall be the

- Payment: The Customer shall pay to the County the total rental (which includes maintenance) for the Rental Term of the Agreement, which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may arise hereunder or pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule, rental payments pursuant to this Schedule (each monthly payment of Syclem Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Rental Term, provided, however, that the Customer shall pay to the County the first monthly System Rent payment with respect to the System when the Customer delivers to the County the Schedule I and Schedule II executed by the Customer. In the event the Customer does not accept the System for any reason, the County shall be entitled to retain such payment, in addition to its other rights hereunder, unless the parties agree in writing to the contrary. All amounts due hereunder from the Customer shall be paid to the County by check, in immediately available funds, at the address of the County as sot forth in the Agreement or at such other place as the County shall designate in writing. Whenever any payment (of System Rent or otherwise) is not made within ten (10) days of the date when due hereunder, the Customer shall pay the "Late Payment Charge" (as defined in Section 24 of the Agreement) calculated from the eleventh (11th) day after the due date to the date of actual receipt of payment.
- 4) System Rent: Four Hundred Sixty Seven & 70(100 US Dollars (\$467.70) (Monthly System Rent during Rental Term. \$467.70 per month during the term of this Agreement), except as it may be increased or decreased by amendment or by an inflation and/or utility company adjustment, plus applicable taxes. Unless otherwise specified telephone numbers, directory listings, and all other charges of the local exchange company of any interchange carrier are not included in the rental price unless indicated on a schedule. No cabling, writing, or other items are included unless specifically stated in this Agreement and indicated on this Schedule.
- Security Deposit. The Customer shall pay two (2) months rent as a security deposit, that shall be held as long as the Customer is current on its System Rent and applicable taxes, and that shall be returned without interest to the Customer at termination of this Agreement. If not current on either System Rent or applicable taxes the County may deduct from the Security Deposit any and all amounts due from the Customer under the Agreement. The Customer must maintain the two (2) month rent security deposit amount balance, and must tender to the County the amount needed to maintain this threshold it a deduction or deductions are made by the County.
- 6) Estimated Commencement Date: \_\_\_\_\_\_, 20\_\_\_\_\_\_
- 7) Attachments: The following Schedules are attached to and made a part of this Agreement Schedules I, II, & III
- 8) Installation: The total amount due for installation of the System is Thirty Four Hundred Four & 23/100 US Dollars (\$3,404.23) plus applicable lakes. This amount is due and payable on the Agreement execution date and is non-refundable.
- 9) Maintenance Hours The County will respond to System failures during the hours specified by the maintenance plan chosen by the Customer (see Schedule III)
- 10) Equipment and Features. The equipment and features subject to the Agreement are set forth below

1)	Switch Access	\$ dInam\
2)	Network Access	\$ /month
3)	System - Terminal Equipment	\$ /month
41	System - Other	\$ /month

Monthly Rent See Attached quote #ST5020917-A

(A continuation sheet may be added if more room is needed)

- 11) Pre-Cutover Changes In the event that additions and/or deletions to the equipment and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Rental shall be adjusted by the change caused by applicable Installation Change Notices ("ICNs"). The County and the Customer hereby agree that any ICN executed by the Customer and delivered to the County in accordance with this Section 11 shall constitute an amendment to the Agreement and this Schedule thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such ICN.
- 12) Post-Cutover Changes: If the Customer wishes to add additional County equipment and/or features to the System (excluding however minor equipment and/or features with maintenance related thereto which the Customer purchases from the County for cash), during the Rental Term of the Agreement, the Customer shall add additional equipment and/or features to the Agreement on such terms as the County and the Customer may agree in a Customer Service Order ("CSO") executed by the County and the Customer, and such equipment and/or features shall become, upon amendment of the Agreement and acceptance by the Customer pursuant to the Agreement, subject to the terms of the Agreement, provided the Customer is not in default under the Agreement and has not suffered a material adverse change in its financial condition since the execution of the Agreement. Pricing for additions may be adjusted for changes in tax laws and regulations.

The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of sixty (60) months unless stated otherwise on this Schedule

- 13) Renewal II the Customer is not in default under this Agreement, the Customer can either (a) renew this Agreement on its lemmation at the then current market monthly rate or (b) return the System to the County. Negotiation of any such renewal can be initiated by the Customer's written notice of its willingness to negotiate a renewal not earlier than one hundred twenty (120) days but not tater than sixty (60) days prior to the end of the Rental Term, the Agreement can be automatically renewed at the County's discretion for a minimum period of one (1) year it a renewal is not finalized. Penewals will be at the price and on the terms and conditions of the County in effect at the time of renewal unless otherwise agreed to in writing by the parties
- 14) Miscellaneous All terms defined in the Agreement shall have the same meaning herein

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IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duty authorized representative and this Schedule shall be incorporated into, and made a part of the Agreement

Miami Dade Aviation Department

By:

Title:

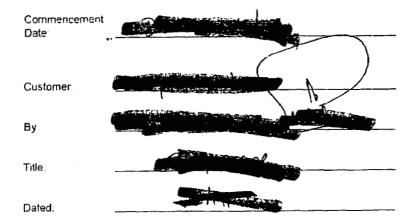
Title:

Date:

Date.

To Miami-Dade Aviation Department

The Customer, acknowledges, represents and warrants to the County that the equipment subject to the Rental Agreement dated <u>December 19, 2002</u> between the County and the undersigned (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturer's specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date"; and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date.



The maintenance plan features the following services:

#### 1. Types of Failures

Troubles reported by the Customers will fall into two categories: a) Major Failures, and b) Minor Failures

- <u>Major Failures</u> are those that severely impede the ability for a Customer to conduct business at the Airport and shall be defined as an occurrence of any of the following.
  - 1 A failure of the telephone switch, its common equipment or power supplies which renders it or them incapable of performing normal functions for five percent (5%) or more of the stations or trunks.
  - 2. A failure of network components that will render over five percent (5%) of work stations inoperable
- Minor Failures are any other failures including a failure of any ancillary equipment such as intercom circuits, paging input arrangement, or any other telecommunications equipment or component.

#### 2. Response and Repair Time:

Based on the trouble classification, the response will be in the following manner:

- a <u>Major Failure</u>- Immediate response during business hours (Monday-Friday, 7 A.M. 11 P.M., Eastern Time) and within two (2) hours for off hours (Monday-Friday, 11 P.M. 7 A.M., Eastern Time, and twenty-four (24) hours a day Saturday, Sunday, and holidays).
  - Remedial maintenance will begin immediately for a major malfunction, which may consist of remote diagnostics during the first fifteen (15) to thirty (30) minutes, after the repair notification time by the Customer, via the service provider tracking processes with the appropriate service ticket number, however, if not corrected, the service provider's personnel must be on-site no less than forty-five (45) minutes during business hours and no less than two (2) hours during off hours from the repair notification time. Repair work shall start immediately and continue until the problem is resolved. All commercially reasonable efforts will be made to complete repairs within eight (8) hours from the time the Customer reported the incident.
- b. Minor Failure Response within eight (8) business hours.
  - Repairs not defined as a major failure will begin as expeditiously as possible, and all commercially reasonable efforts shall be made to complete repairs within one (1) business day from the time the Customer reported the incident. Repairs may be made by a certified technical personnel either through a premise visit or via electronic access through the use of a remote maintenance terminal. However, in all cases, the repair must be confirmed and the status updated by the next business day by notification to the service provider. Response to minor service interruptions will take place within eight (8) business hours.
  - "Respond" is equated to having technical support and/or troubleshooting the problem within aforementioned times. Note that during the troubleshooting process, the service provider is coordinating directly with the Customer until the problem is resolved.

#### 3. Miscellaneous:

- All parts and labor are included, unless the failure is due to abuse or misuse of the equipment or facilities
- Preventive maintenance routines are included.
- Utility coordination with the local telephone company and other common carriers are provided
- Consultation services on the Customer's system are included.
- User training (beyond that provided in Section 8 of the Agreement) is optional, and at an additional cost
- Traffic studies to determine adequate system utilization (not to exceed two (2) annual Customer requested studies) are included.

# MIAMI-DADE AVIATION DEPARTMENT

This Agreement is made as of March 5, 2004, between Miami-Dade County (the "County") a political subdivision of the State of Floridal and DATO Electric a corporation/partnership/sole proprietorship (the "Cusiomer"), conducting business at Miami International Airport ("Affa" or the "Airport")

Agreement. The County agrees to deliver, install, rent, and maintain telecommunications systems and services consisting of (1) switch access to its common telecommunications systems and services consisting equipment and software which was be shared by the Niami-Dade Aviation Department ("NIDAD" or the "Department") and its tenants at the Amond ("Switch Access"), [2] network access to the local relephone exchange camer ("Network Access"), and [3] relecommunication terminal equipment and cobling when itemized and executed on Schedule I. Such equipment and services are described in the Equipment and Services Schedule I and Maintenance Schedule III attached hereto, including optional services and features and made a part hereof, (collectively, the "System") and the Customer agrees to rent the System (the "Rental"). Subject to the terms and conditions of this Agreement

This Agreement is subject to credit approval by the County. The Customer agrees to cooperate with the County by providing all credit and financial information that may be required by the County. Upon the County's approval of the Customer's relating to the Rental and promptly return them to the County. In the event all required and property executed documents and advance payments are not provided to the County may, in addition to other delineated rights and remedies delay cultover unit such executed documents and advance payments are received and approved by the County.

- Schodules. The attached schedules (the "Schedules") are part of this Agreement.
  - Schedule I

Equipment and Services Schedule

Acknowledgment and Certificate of Acceptance Maintenance Schedule

- Installation 3)
  - The Customer will be responsible for and provide or enange for at its own expense (in a timely manner as required or discred by the County (1) necessary from plans and accessible System locations free from environmental hazards, (2) reasonable access for the County (3) completed copies of database feature forms (4) receway, conduit, holes and wiseways, where not otherwise provided herein, and (5) easonable access and microways idenses
  - The System will meet Federal Communications Commission Part 68 regulations regarding connection to the public telephone network. The County will install the System in a workmanlike manner without damage to the Customer's premises, and will obtain necessary work part to install the System. The County will not be responsible for removing any cabling or equipment of the Customer's old telephone system.
- Force Majeure. The County's performance under this Agreement shall be excused to the enent and for the time complaince is beyond the County's reasonable control for reasons that include but are not limited to stuhes; work stoppage, fire; water, wind, acts of God, disruption in service for any cause, sloms, lightning, delays by suppliers and subcontractors, delays of power company, delays of the local exchange company, intereschange camer or any other camer, governmental action; or any Customer nonperformance such as fill non-payment, or (u) failure to execute an acceptance certificate or rental document.
- Term and Acceptance. The Agreement shall be effective upon execution by the Customer and the County, but the term of this Agreement (the "Renial Term") shall commence on the "Commencement Oste" (as hereinafter defined) and shall terminate on the last day of the Rental Term stated in Schedule It provided, however, the Customer's indemnities assumption of liabilities and other duties and all of the County's discipliners haven shall survive the termination of this Agreement. The Customer shall be deemed to have accepted the System for all purposes of this Agreement, including the payment of reministends with the Customer's execution of the Acknowledgment and Certificate of Acceptance contained in Schedule II, attached hereto and made a part hereof. The date of execution of the Acknowledgment and Certificate of Acceptance shall be the Commencement Date under this Agreement. The Customor shall execute the Acknowledgment and Certificate of Acceptance with the County's completion of installation and pre-operational lesting and first connection of the equipment to the place of executions in a manner permitting calls to be made through the System (the "Customer's). made through the System (the "Curaver").
- Payment of Rom: The rent for the System (the \* System Rent') shall be as insted in Schedule I and shall be parable, without notice or demand, pursuant to said
- Cancellation. After paying the first twelve [12] monthly payments under this Agreement including twelve [12] months of payments for any additions, the Customer may cancel this Agreement by giving staty (60) days written notice to the County and by paying a cancertation fee about to (a) seventy detect (70%) of the unpaid System Rent. AND (b) three (3) monthly payments for Switch Access and Network Access. With the County's prior written approval the cancellation fees will be waived if this Agreement is assigned to a MIA tenant who assumes all the obligations of this Agreement.
- Training. The County will provide instruction and training in the use of the System, to employees of the Customer for a reasonable time (not to exceed thirty (30) days) after the Cutover.
- Maintenance. The County will moint an the System in good report, and will provide the necessary pans and later to maintain the System as provided in Schedule provided the Gustomer is current on its payments hereunder and is otherwise in compliance with terms and conditions of this Agreement. The Customer's SQLE AND EXCLUSIVE REMEDY for the County to correct a detect in the System is limited to the County's performance under this Section 9.

The County's duly to mainlain the System

- Excludes any service in connection with maintenance or repair of the equipment caused by negligence, theft or unexplained foss, abuse, connection to foreign power, file, water, wind storms, fightning acts of God, acts of public enemies, unproper wings, mistalation of equipment, fields, material or software by the Customer or third parties, failures or changes resulting from the fight power company, tailures or changes resulting from collar transmission providers or repair or afteration of the equipment or software by anyone other than the County, and
- requires that Customer maintain a suitable operating environment for the System

BY CUSTOMER REQUEST REPAIRS NECESSITATED BY ANY OF THE EXCEPTED CAUSES IN SECTION 9(3) ABOVE SHALL BE PERFORMED BY THE COUNTY AT ITS THEN PREVAILING RAYES. THIS MAINTENANCE AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTY AGREEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COUNTY DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD

- LIMITATION OF LIABILITY, THE COUNTY WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY LIMITATION OF LIABILITY. THE COUNTY WILL BE LIABLE FOR PHYSICAL INJURIES TO INDIVIDUALS AND DAMAGES TO TANGIBLE PHYSICAL PROPERTY (OTHER THAN THE SYSTEM WHICH IS COVERED BY THE MAINTENANCE PROVISIONS OF THIS AGREEMENT) CAUSED BY THE COUNTY SHEGLIGENCE IN NO EVENT HOWEVER WILL THE COUNTY AND ITS CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR. IA) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (B) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS); OR (C) ANY DAMAGE OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD THIS LIMITATION SHALL APPLY TO ANY CLAIM OF THE CUSTOMER WHETHER BASED UPON BREACH OF WAPPANTY, B REACH OF CONTRACT, NEGLIBENCE OF THE COUNTY, ITS EMPLOYEES, CONTRACTORS, AND SUPPLIERS, STRICT TORT OR ANY OTHER LEGAL THEORY WHETHER OR NOT THE COUNTY OR ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- Title. The County shall retain title to the System and the Customer shall have no interest in the System other than the rights acquired as a customer hereunder. The Customer acknowledges the County may attix to and maintain on such System identifying tabels indicating the County's ownership. The System shall remain County personal property and not become a fixture or pair of any Customer red estate regardless of the manner in which a may be installed or attached. If requested by the County, the Customer will, at the Customer's expense, hence himsh a landlard and/or mortgagee waiver with respect to the System. The Customer shall protect and defend the County's hithough the County and shall not permit the closure sepense, keep the System and parts thereof thee and clear of all lens, encomprances and security indirects other than those ansain; through the County and shall not permit the County's rights or interest hereunder to be subject to any lien, charge or encombiance including but not kindled to (a) any limit of the owner of real property upon which the System is installed, or (b) of any purchaser of or future creditor obtaining a filen on, said real property. The Customer is all give the County immediate notice of any attachment or judicial process affecting any illem of the System.
- 12) Use of the System(s), Inspections and Reports. The Customer shall use the System(s) solely for business and not for personal, family of household surposes. The use of the System at the location set both in Schedule I. The Customer's use of the System shall conform with all applicable federal, state, and local laws and rules. The County shall have the right to inspect the System at all reasonable times during the Customer's month bus ness hours.

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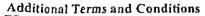
- 13) Alterations and Attachments. The Customer shall not permit any equipment or other items or material (the "Other Equipment") or software (the "Other Software") to be used on or in connection with the System, which does not meet the specifications of the manufacturer of the equipment in the System. All Other Equipment and Other Software which may be used on, or in connection with, the System shall be acquired and installed by the Customer at Customer's own expense and risk. The County makes no representation concerning the compatibility of any such Other Equipment and/or Other Software for use with the System.
  - Without the prior written approval of the County, at the end of the Rental Term, the Customer must remove any additions to the System not otherwise subject to this Agreement (the "Additions") made by Customer during the Rental Term, and restore the System, at the Customer's expense, to its original condition, reasonable wear and tear only excepted. In the event the Customer fails to remove an Addition, it shall become the property of the County.
- 14) Indemnification. The County will be responsible only for physical injury to persons (including death) and damage to tangible physical property to the extent caused by its negligence during delivery, installation, or maintenance of the System, and which is reported to the County in writing within sixty (60) calendar days of the incident.
  - The Customer shall indemnify and hold harmless the County and its officers, employees, agents and authorized representatives, and instrumentalities from any and all claims, liabilities, losses, damages, and causes of action, including attorney's fees and costs of defense, which may arise or be incurred as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Customer or its employees, agents, servants, partners, principals, or subcontractors, except to the extent such act is caused by the County's negligence. The Customer shall pay all claims and losses of any nature whatsoever in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. The Customer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Customer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and authorized representatives, and instrumentalities as herein provided. Nothing contained in this Section 14 shall be construed so as to require the Customer to indemnify the County's employees, agents, and authorized representatives for their own negligence.
- 15) Return of System. Upon termination of this Agreement, excepting equipment covered under a renewal agreement, the Customer will make the System available for removal which shall be accomplished in a careful and reasonable fashion by the County. The System will be returned to the County in the same condition as originally installed, ordinary wear and tear excepted, or the Customer will pay for the restoration of the System to such condition. The County shall not be obligated to restore the premises to its original condition. If the Customer does not return the System or make it available for removal by the County, then in addition to all other remedies in this Agreement, the County has available all other remedies available at law or equity. All obligations of the Customer under this Agreement shall remain in force and effect until the System is returned to the County.
- 16) Events of Default by the Customer. The occurrence of any one or more of the following events (an "Event of Default") shall constitute a default under this Agreement:
  - a) Failure by the Customer to pay any installment of System Rent or any other amount payable hereunder as and when the same becomes due and payable and the continuation of such failure for a period of ten (10) calendar days thereafter,
  - b) failure by the Customer to perform or observe any other term, covenant or condition of this Agreement or any Schedule, or the inaccuracy in any material respect of any representation, warranty or statement made by the Customer in this Agreement, any Schedule, or any document or certificate furnished to the County at any time, which such failure or inaccuracy shall continue for a period of ten (10) calendar days after notice from the County:
  - c) dissolution, termination, or discontinuance of the Customer's business (including, without limitation, the death of the proprietor if the Customer is a sale proprietorship or the death of a general partner if the Customer is a partnership), the sale of substantially all of the Customer's assets, or the sale or pledge of the controlling interest in the Customer.
  - d) the Customer's insolvency, the appointment of a receiver for any property of the Customer, assignment by the Customer for the benefit of creditors, admission by the Customer in writing of its inability to pay its debts as they become due, or the commencement of a proceeding under any bankruptcy, reorganization, or similar laws by or against the Customer or any property it possesses, or if the Customer enters into an agreement of composition with its creditors; or
  - e) the attempted sale by the Customer of a System or any part thereof, or the issuance of any levy, seizure, or attachment thereon or pertaining thereto.
- 17) Remedies of the County. At any time after the occurrence of an Event of Default, the County may exercise any one or more of the following remedies:
  - a) The County may, upon seven (7) days written notice, terminate this Agreement with respect to any System, or portion thereof, or all of the Systems:
  - b) the County may demand and recover from the Customer all System Rent and other amounts then due
  - c) the County or its agents may take possession of any portion or all of the Systems, wherever the same be located, on reasonable notice, without any court order or other process of law and without liability to the Customer for any damages occasioned by such taking or possession, and any such taking or possession shall constitute a termination of this Agreement, and whereupon all rights and interest of the Customer to possess and use the Systems shall absolutely cease, but the Customer shall remain liable as provided herein;
  - d) the County may demand the Customer return any System or portion thereof, or all of the Systems to the County in accordance with this Section 17 herein; and
  - e) the County may oursue any other remedy available at law or in equity, including, without limitation, seeking damages, specific performance, and/or an injunction. None of the remedies under this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to the County in law or in equity. Any repossession or subsequent sale or lease by the County of any portion of the System shall not bar any action for a deficiency as herein provided, and the bringing of any action or the entry of a judgment against the Customer shall not bar the County's right to repossess any System or portion thereof, or all of the Systems.
- 18) County Event of Default and Customer Remedy. The Customer may terminate this Agreement upon thirty (30) days written notice in the event of the County's material breach of this Agreement. Such written notice shall identify the material breach(es) and provide a reasonable time to cure in the notification to remedy the cause(s). The County has fifteen (15) days to cure the cause of the termination (the "Cure Period"). Such Cure Period commences the day after the thirty (30) day written notice period runs. The Customer may extend the Cure Period. This shall be the Customer's exclusive remedy.
- 19) Insurance. In addition to such insurance as may be required by law, the Customer shall maintain during the term of this Agreement the following insurance:
  - a) Public Liability Insurance on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage. Mami-Dade County must be an Additional Insured with respect to this coverage.
  - b) Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles used in connection with this agreement in amounts not less than \$300,000 combined single limit per occurrence for bodity injury and property damage.
  - c) Property Damage. The Customer will bear the risk of loss or damage to the leased equipment for the replacement cost and will reimburse the County for any damages to the equipment.

The insurance coverage required shall include those classifications, as listed in the standard liability manuals, which most nearly reflect the operations of the Customer in this Agreement. All insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "8" as to management, and no less than "V" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by the Mami-Dade County Risk Management Division.

Prior to the commencement of operations hereunder, and annually thereafter, the Customer shall furnish certificates of insurance to Miami-Dade County Aviation Department and the Risk Management Division, which certificates shall clearly indicate; (1) the Customer has obtained insurance in the type, amount and classifications as required for strict compliance with this Section 19; (2) any material change or cancellation of the insurance shall not be effective without thirty (30) days prior written notice to the County; and (3) that Miami-Dade County is named as an Additional Insured with respect to the Public Liability coverage.

The County reserves the right to require the Customer to provide such reasonably amended Insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Customer, which notice shall automatically amend this Agreement effective thirty (30) days after such notice. Compliance with the foregoing requirements shall not relieve the Customer of its liability under any other portion of this Agreement.

20) Further Assurances. The Customer will execute and deliver to the County such additional instruments as the County deems necessary hereunder



- 21) County's Performance of the Customer's Obligations. If the Customer tails to perform any of its obligations under this Agreement, the County may perform any act or make any payment which the County deems necessary for the maintenance and preservation of the Systems and the County state thereto: All sums so paid by the County (logether with all related "Late Payment Charges", as hereinafter defined) and reasonable altroney's less incurred by the County in connection thereinth shall be additionally system Rail immediately due and payable by the Customer to the County. The performance of any act or payment by the County shall not be deemed a waiver of county and policy that the county shall not be deemed a waiver. or release of any obligation or default on the part of the Customer
- 22) Severability. Any provision of this Agreement prohibited by the laws of a state shall, as to such state, be ineffective to the extent of such prohibition, but shall not affect the other provisions of this Agreement
- 23) Amendments and Waivers. This Agreement and the Schedules constitute the entire agreement between the County and the Customer with respect to the rental of the Systems, and supersede all previous communications, understandings, and agreements whether and ar written, between the parties with respect to such subject matter. Any representations, wairanties or statements made by an employee, salesperson, agent or authorized representative of the County and not expressed in this Agreement are not brinding upon the County. No provision of this Agreement may be changed, waived or amended except by written agreement signed by both the County and the County may insent the county may insent the actual number of any ponion of a System on the applicable Schedule after delivery of such ponion of the System and the County may insent th
- 24) Late Payment Charge: In the event the Customer fails to make any payments, as required to be pad under the provisions of this Agreement, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Mami-Dado Board of County Commissioners and/or Florida Statutes (currently set at one and one-half percent (19%) per month), shall accrue against all such delinquent payment(s) from the original date due until the Department actually receives payment. The right of the County to require payment of such inferest and the obligation of the Customer to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including reministran of this Agreement, or to pursue other remedies provided by law.
- Assignment. The Customer shall not assign this Agreement without the County's willian consent. No assignment or transfer of any sort shall relieve the Customer of its obligations believed: This County may assign any rights under this Agreement to an affiliate or any other assignee, and the Customer agrees to execute any documents that such assignee may reasonably require. The Customer acknowledges that if this Agreement to assigned to a governmental entity, the Indemnity obligations under Section 14 Person may not apoly in full to such assignee.
- 20) Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the County, including (a) the rules and regulations of the Department (b) Chapter 25. Code of Marin-Dade County, Florida, and (c) operational directives issued thereunder, in addition to all additional laws, ordinances, administrative orders, regulations and rules of the federal, state, and local governments, and any and all plans and programs developed in compliance therewith, which may be applicable to the operations of this Agreement.
- 27) Customer's Representations. The Customer represents that this Agreement is a taxful, binding and valid obligation of the Customer enforceable in accordance with its learns and has been duly authorized, executed and delivered by the Customer, and that all information concerning the Customer's financial condition which has been or will be supplied to the County is and will be true and correct
- Notices. All notices, demands and other communications shall be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice of either party. Notice given pursuant to this Section 28 shall be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

For the Department,

Manager, Information Services Description Miam-Dade Aviation Department PO Box 592075 Niami Florida 33 159-2075

For the Customer

|Billing Customer Name| |Customer Address| |City State & Zip Code|

DATO Electric 641 OcSolo Drive Miorri Springs, Florida 33166 Diane Williams Billing Contact) 305/882 7319

[Telephone Number]

#### 29) Miscellaneous

- a) If the Customer uses a purchase order or similar document to order a System or addition thereto, the Customer acknowledges that the terms and conditions of such purchase order or document shall not apply and that the terms and conditions of this Agreement shall exclusively apply thereto
- b) The waiver by either party of any default will not operate as a waiver of any subsequent default.
- ct. The Customer will pay all of the County's costs or expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement
- d) Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought
- e) This Agreement shall be binding upon and in use to like boneful of the County and the Countries and their respective successors and assigns
- 1) Rights to be Exercised by Department. Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

- 30) Terms and Execution.
  - a) This Agreement binds the Customer when it is executed by the Customer and binds the County when executed by the County and delivered to the Customer
  - This Agreement allocates the notes of the System's delivery, installation, operation and maintenance between the County and the Customer. The County has provided the Customer a favorable rent in return for the County performing all delivery, installation, and maintenance obligations. This allocation is recognized by poth parties and is reflected in the System Rent. The Customer acknowledges that it has read this Agreement, understands it and is bound by its terms.
  - The Customer agrees that the County shall not be obligated under this Rental Agreement if the federal state, or county statutory are guiltary authority permitting the County's performance hereunder is withdrawn, abridged or amended so as to practice the effective delivery or the County all services hereunder in such event, the County shall notify the Customer in writing and the Customer's sole obligation thereafter shall be to compensate the County for the equipment and services rendered by the County to date.

Mianti-Dade Aviation Department	Customer Chamber
Ву:	By: Passa ent
Title:	Title:
<i>J</i>	3.8.04
Date:	Date: ·

# MIAMI-DADE AVIATION DEPARTMENT

Equipment and Services Schedule 1

Renial#		Date	
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With respect to the certain Airport Rental Agreement dated March 5, 2004. (the "Agreement") between the County and DATO Electric (the "Customer"), the County and the County and county and

- 1) Location Miami International Airport
- 2) Rental Term: Twelve (12) monins
- Payment. The Customer shall pay to the County the total ranto: (which includes maintenance) for the Rental Term of the Agreement, which shall be the total amount of all rental payments set forth on this Schedule, plus any such additional amounts as may axise hereunder or pursuant to any additions hereto as described in Paragraphs 11 and 12 of this Schedule. Except as otherwise specified in this Schedule in this Schedule ental payments pursuant to this backetile (each morthly payment of System Rent) shall be made and shall be due and payable in advance on the first day of each calendar month during the Rental Term, provided, however, that the Customer shall pay to the County the first monthly System Rent payment with respect to the System when the Customer delivers to the County shall be entitled to retain such payment, and addition to its other rights hereunder, in the parties agree in whing to the contrary. All amounts due hereunder from the Customer shall be paid to the County by check, in immediately available funds at the address of the County as set forth in the Agreement or at such other place as the County shall designate in whing. Whenever any payment (of System Rent or otherwise) is not made within ten (10) days of the date when due hereunder, the Customer shall be pay to "Late Payment Charge" (as defined in Section 24 of the Agreement), calculated from the eleventh (11th) day after the due date to the date of actual recept of payment.
- 4) System Ront: Twenty Five & 50/100 Dollars [225.50] (Monthly System Rend unique Renid Term. \$25.50 per month during the term of this Agreement), except as if may be increased or decreased by amendment or by an inflation and/or usity company adjustment, plus applicable taxes. Unless otherwise specified telephone numbers, directory listings, and all other charges of the local exchange company of any interchange carner are not included in the rental price unless indicated on a schedule. No cabling, whong, or other items are included unless specifically stated in this Agreement and indicated on this Schedule.
- 5) Security Deposit. The Customer shall pay two [2] months rem as a security deposit, that shall be held as long as the Customer is current on its System Rent and applicable taxes and that shall be returned without interest to the Customer at termination of this Agreement. If not current on either System Rent or applicable taxes, the County may deduct from the Security Deposit any and all amounts due from the Customer under the Agreement. The Customer must maintain the two [2] month rent security deposit amount balance, and must tender to the County the amount needed to maintain this threshold, if a deduction or deductions are made by the County
- 6) Estimated Commencement Date April 1, 2004
- 7) Attachments: The following Schedules are attached to and made a part of this Agreement, Schedules I, II, & III
- 8) Installation. The total amount due for installation of the System is Fifty 8 00/100 Oolto's (\$50.00) plus applicable taxes. This amount is due and payable on the Agreement execution date and is non-refundable.
- 9) Maintenance Hours. The County will respond to System latitures during the hours specified by the maintenance plan chosen by the Customer (see Schedule III)
- 10) Equipment and Features: The equipment and features subject to the Agreement are set forth below.

1}	Switch Access	\$	/month
2)	Network Access	\$	<i>i</i> month
3)	System - Terminal Equipment	\$	/month
4)	System • Other	\$	lmomh .
	Monthly Rent	<u>S.See Attached</u>	guate #\$T\$040306

(A continuation sheet may be added if more from is needed)

- 11) Pre-Curover Changes. In the event that additions and/or deletions to the equipment and/or features described in Section 10 above are made in accordance with the Agreement before the Commencement Date, the monthly Panilal shall be adjusted by the change caused by applicable Installation Change Notices ("IGNs"). The County and the Customer hereby agree that any IGN executed by the Customer and delivered to the County in accordance with this Section 11 shall constitute an amendment to the Agreement and this Schedule, thereby adding to each such document the descriptions and rental information with respect to the equipment and the software indicated in such IGN.
- 12) Fost-Cutover Changes III the Customer wishes to add additional County equipment and/or features to the System (excluding however, minor equipment and/or features with maintenance related thereit, which the Customer purchases from the County for cash) during the Rental Term of the Agreement, the Customer shall add additional equipment and/or features to the Agreement on such terms as the County and the Customer, may agree in a Customer Service Order ("CSO") executed by the County and the Customer, and such equipment and/or features shall become, upon a mendment of the Agreement and acceptance by the Customer pursuant to the Agreement, subject to the terms of the Agreement. Provided the Customer is not in default under the Agreement and has not suffered a material adverse change in its financial condition since the execution of the Agreement. Pricing for additions may be adjusted to changes in tax laws and regulations.

The term of the Agreement for all CSO additions will commence on the date when such CSO additions are first operated as part of the System and shall have a term of suty (60) months unless stated otherwise on this Schedule.

- 13] Renewal: If the Customer is not in default under this Agreement, the Customer can either (a) renew this Agreement on its termination at the then current market monthly rate or (b) return the System to the County. Negotiation of any such renewal can be initiated by the Customer's written notice of its willingness to negotiate a renewal not earlier than one hundred twenty (120) days but not later than strry (60) days prior to the end of the Rental Term, the Agreement can be automatically renewed at the County's discretion for a minimum period of one (1) year if a renewal is not finalized. Renewals will be at the price and on the terms and conditions of the County in effect at the time of renewal unless otherwise agreed to in writing by the parties.
- 14) Miscellaneous: All terms defined in the Agreement shall have the same meaning herein

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duty authorized representative and this Schedule shall be incorporated into, and made a part of the Agreement

Mami Dade Aviation Department	Сизтонтей
By:	By:
Title:	Title:
THE:	3-8-04
Date:	Date:

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BSvMDC(3)0596E2

# MIAMI DADE AVIATION DEPARTMENT Acknowledgment and Certificate of Acceptance Schedule II

To Miami-Dade Aviation Department

The Customer, <u>DATO Electric</u> acknowledges, represents and warrants to the County that the equipment subject to the Rental Agreement dated <u>March 5, 2004</u> between the County and the undersigned. (a) has been delivered, installed and subjected to all necessary pre-operational testing; (b) has been inspected; (c) is operating in accordance with the manufacturer's specifications; (d) has not been used or made available to be placed in service for its specifically assigned function for the first time prior to the date indicated below as the "Commencement Date"; and (e) was first connected to a public telephone system in a manner permitting calls to be made through the equipment to and from the facility in which the equipment is located on such Commencement Date

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Date

April 1, 2004

Customer:

Ву

Title

Dated

3-8-04

The maintenance plan features the following services:

# 1. Types of Failures:

Troubles reported by the Customers will fall into two categories: a) Major Failures, and b) Minor Failures

- Major Failures are those that severely impede the ability for a Customer to conduct business at the Airport and shall be defined as an occurrence of any of the following:
  - 1. A failure of the telephone switch, its common equipment or power supplies which renders it or them incapable of performing normal functions for five percent (5%) or more of the stations or trunks.
  - 2 A failure of network components that will render over five percent (5%) of work stations inoperable
- b. Minor Failures are any other failures including a failure of any ancillary equipment such as intercom circuits, paging input arrangement, or any other telecommunications equipment or component.

#### 2. Response and Repair Time:

Based on the trouble classification, the response will be in the following manner:

- Major Failure- Immediate response during business hours (Monday-Friday, 7 A M = 11 P.M., Eastern Time) and within two (2) hours for off hours (Monday-Friday, 11 P.M. = 7 A.M., Eastern Time, and twenty-four (24) hours a day Saturday, Sunday, and holidays).
  - Remedial maintenance will begin immediately for a major malfunction, which may consist of remote diagnostics during the first fifteen (15) to thirty (30) minutes, after the repair notification time by the Customer, via the service provider tracking processes with the appropriate service ticket number, however, if not corrected, the service provider's personnel must be on-site no less than forty-five (45) minutes during business hours and no less than two (2) hours during off hours from the repair notification time. Repair work shall start immediately and continue until the problem is resolved. All commercially reasonable efforts will be made to complete repairs within eight (8) hours from the time the Customer reported the incident.
- b Minor Failure Response within eight (8) business hours.
  - Repairs not defined as a major failure will begin as expeditiously as possible, and all commercially reasonable efforts shall be made to complete repairs within one (1) business day from the time the Customer reported the incident. Repairs may be made by a certified technical personnel either through a premise visit or via electronic access through the use of a remote maintenance terminal. However, in all cases, the repair must be confirmed and the status updated by the next business day by notification to the service provider. Response to minor service interruptions will take place within eight (8) business hours.
  - "Respond" is equated to having technical support and/or troubleshooting the problem within aforementioned times. Note that during the troubleshooting process, the service provider is coordinating directly with the Customer until the problem is resolved.

# 3. Miscellaneous:

- All parts and labor are included, unless the failure is due to abuse or misuse of the equipment or facilities
- Preventive maintenance routines are included.
- Utility coordination with the local telephone company and other common carriers are provided.
- Consultation services on the Customer's system are included.
- User training (beyond that provided in Section 8 of the Agreement) is optional, and at an additional cost.
- Traffic studies to determine adequate system utilization (not to exceed two (2) annual Customer requested studies) are included.

# Information Systems / Telecommunications MIAMI-DADE AVIATION DEPARTMENT

# DATO Electric MDAD Airport Rental Agreement Pricing - 2004

Description	Qty.	Mo. Unit Rental	Extended Mo Rental	Unit Install	Extended Install
1) Switch Access					
2) Network Access - Public					
3) System - Terminal Equipment					
4) System - Other					
Call Forwarding Service	1	\$30 00	\$30,00	\$50 00	<u>\$50 00</u>
Sub-Total (See Note #2)			\$30 00 -\$4 50		Waived
Less Discount (if applicable) Service Order Charge Total	1	N/A	N/A \$25 50	\$50 00	\$50.00 \$50.00

#### Quote #STS040306

#### Notes:

- 1 All customers require a quote and valid MDAD contract for installation and monthly service
- Waived Installation Charges for Equipment and Services currently installed in "as is, where is" condition.
   Quote is for call forwarding service as DATO has moved off premise and would like to have callers automatically directed to their new number instead of reaching a line is disconnected recording

BSvMDC(3)059655

3/16/2004

DATO ELECTRIC INC. 641 DE SOTO DR. MIAMI SPRINGS, FL 33156 PH. (305) 883-7319

SUNTRUST SUNTRUST BANK 83-60/860 7021890

5672

3/15/2004

PAY TO THE ORDER OF\_

Miami-Dade County Aviation Department

\$ \*\*50.00

DOLLARS

Miami -Dade County Aviation Department Accounting Division PO BOX 592616 Miami,Fla. 33159

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BSvMDC(3)059656