



MEMORANDUM

Department of Information Services

To: Honorable Mayor and City Council
Through: Thomas Williams, City Manager
From: Bill Marion, Information Services Director
Subject: EarthLink Equipment Transfer Agreement
Date: April 7th, 2008

Background:

In March of this year, the Council directed staff to begin negotiations with EarthLink, Inc, to draft an agreement in which the City would assume the assets of the EarthLink Milpitas WiFi network in exchange for an early termination of their 2006 agreement. After several weeks of negotiation, an agreement has been prepared for Council consideration. Under this agreement, EarthLink would have a 30 day period in which they would notify their existing customers and offer alternative means of Internet access. During the staff presentation, an EarthLink representative will be available to answer questions related to plans for existing subscribers. Also during the 30 day transition period, the City will conduct an acceptance test of the network. Should any material deficiencies be discovered, EarthLink will be responsible for repairs. At the end of the 30 day period, EarthLink will end its consumer offerings and the City will assume control of the network. In addition to the installed equipment, the City will be receiving a supply of replacement equipment and parts from EarthLink. The City will not assume any of EarthLink's liabilities regarding the network.

Acquiring the assets of the EarthLink network would be of benefit to the City. Existing public safety applications could be continued and planned applications for meter reading and field building inspections pursued. Under the original agreement, free public WiFi access was provided at the Community Center, Sports Center and Senior Center. This service would continue to be provided with the addition of public WiFi access in the Council Chambers. By eliminating paid service and its associated costs, staff believes that the network could be operated for municipal purposes for approximately \$1,000 per month. This cost would be offset by the sale of unneeded equipment estimated to generate approximately \$200,000. It is

recommended that consideration be given to allocating a portion of the proceeds to the Technology Equipment Replacement fund.

While the immediate intent would be to use the network for public safety, staff would continue to seek providers to offer Internet services for public and commercial purposes. Given the reported installation cost of the network at \$1.8 million, the City would benefit greatly from the assumption of these assets. The Telecommunications Commission has reviewed the EarthLink proposal and recommends proceeding with the acquisition of the network with the provision of free public access at the aforementioned locations. As recommended above, the existing free service would be continued and expanded to include the Council Chambers. The City Attorney has reviewed and approved the agreement as to form.

Recommendations:

1. Authorize the City Manager to execute an agreement with EarthLink, Inc., for the transfer of assets to the City of Milpitas.
2. Direct staff to return with a progress report on the assumption of the EarthLink network and recommendations for its continued use.

TERMINATION AND PURCHASE AGREEMENT

by and between

EARTHLINK, INC.

as Seller,

and

CITY OF MILPITAS, CALIFORNIA

as Purchaser

dated as of

April __, 2008

TABLE OF CONTENTS

	Page
ARTICLE 1 PURCHASE AND SALE.....	1
1.1 Sale of Purchased Assets	1
1.2 Excluded Assets	2
1.3 [Intentionally Omitted]	3
1.4 Liabilities	3
1.5 Consideration; Termination and Release	3
1.6 Prorations	4
ARTICLE 2 CLOSING	4
2.1 Closing	4
2.2 Deliveries and Performance at Closing.....	4
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER.....	4
3.1 Organization and Good Standing.....	4
3.2 Power and Authority	4
3.3 Binding Effect.....	5
3.4 No Violation; Consents.....	5
3.5 Title to Purchased Assets	5
3.6 Intellectual Property.....	5
3.7 Intentionally Omitted.....	5
3.8 Permits and Licenses.....	6
3.9 Violation of Laws	6
3.10 Taxes	6
3.11 Insurance	6
3.12 Litigation.....	6
3.13 Brokers.....	6
3.14 No Other Representations	6
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	7
4.1 Organization and Good Standing.....	7
4.2 Power and Authority	7
4.3 Binding Effect.....	7
4.4 No Violation; Consents.....	7
4.5 Litigation.....	7
4.6 Brokers.....	7
ARTICLE 5 TRANSITION SERVICES.....	8
5.1 Transition of Network.....	8
ARTICLE 6 OTHER AGREEMENTS OF THE PARTIES	9
6.1 Expenses	9
6.2 [Intentionally Omitted]	9
6.3 Taxes	9
6.4 Seller's Access to Information.....	9
6.5 Confidentiality	9
6.6 IP License.....	9
6.7 Additional Equipment.....	9
6.8 Assignment of Motorola Rights.....	10
6.9 Bulk Transfer Laws.....	10

6.10	Assignment of Dragonwave Rights	10
6.11	Assignment of Cisco Rights.....	10
ARTICLE 7	INDEMNIFICATION.....	10
7.1	Survival of Representations and Warranties.....	10
7.2	Indemnification by Seller.....	10
7.3	Indemnification by Purchaser.....	11
7.4	Administration of Third Party Claims.....	11
7.5	Exclusive Remedy	11
7.6	No Consequential Damages.....	12
7.7	Subrogation.....	12
ARTICLE 8	MISCELLANEOUS PROVISIONS.....	12
8.1	Notices.....	12
8.2	Entire Agreement.....	13
8.3	Disclosure Schedules	13
8.4	Waiver; Amendment.....	13
8.5	Severability	13
8.6	Governing Law	13
8.7	Assignment	14
8.8	Binding Effect.....	14
8.9	Headings	14
8.10	Reference with Agreement	14
8.11	Interpretation.....	14
8.12	Definition of Knowledge	14
8.13	Further Assurances.....	14
8.14	Counterparts; Fax Signatures.....	14
ARTICLE 9	DEFINITIONS.....	14
9.1	Definitions.....	14

LIST OF EXHIBITS

Exhibit 1.1(a)	Tangible Personal Property
Exhibit 1.1(c)	Certain SSIDs
Exhibit 1.5(a)	Transaction Documents

TERMINATION AND PURCHASE AGREEMENT

THIS TERMINATION AND PURCHASE AGREEMENT ("*Agreement*") is made and entered into to be effective as of this ___ day of April, 2008, by and between EARTHLINK, INC., a Delaware corporation ("*Seller*"), and the CITY OF MILPITAS, CALIFORNIA, a municipal corporation ("*City*" or "*Purchaser*"). Seller and Purchaser are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*."

BACKGROUND

A. The Parties entered into that certain Network Agreement, dated as of March 21, 2006, as amended from time to time thereafter (the "*Network Agreement*"), pursuant to which Seller is providing WiFi broadband Internet service using 802.11 protocol to subscribers in Milpitas, California (the "*Business*"), and certain other agreements related thereto (together with the Network Agreement, the "*Transaction Documents*").

B. Pursuant to the terms and conditions contained in this Agreement, (i) the Parties desire to terminate each Transaction Document and release each Party from its obligations contained therein, and (ii) Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets owned or used by Seller exclusively in connection with the operation of the Business.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual premises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Sale of Purchased Assets. Upon the terms and subject to the conditions contained in this Agreement, Seller hereby sells, conveys, transfers and assigns to Purchaser, and Purchaser hereby purchases from Seller, all of Seller's right, title and interest in, to and under the "Purchased Assets" (as defined below). For purposes of this Agreement, "*Purchased Assets*" shall mean substantially all of the assets, properties and rights owned or leased by Seller, used exclusively in connection with the operation of the Business as of the date of this Agreement and set forth below, other than the "Excluded Assets" (as defined in Section 1.2):

(a) All equipment, modems, fixtures and other tangible personal property used exclusively in the Business and set forth on Exhibit 1.1(a);

(b) All maps of the Network;

(c) Certain SSIDs currently in use in the Network and its configuration and set forth on Exhibit 1.1(c); and

(d) All goodwill associated with the Business.

Following the Closing and subject to the terms of this Agreement (including, without limitation, Section 6.8), Purchaser shall have all rights and incidents of ownership of the Purchased Assets, including but not limited to the right to sell or transfer all or any part of those assets, the right to modify all or any part of an asset (other than software, which shall be subject to the terms of the applicable software license), and the right to remove and discontinue the use of all or any part of an asset. Purchaser acknowledges and agrees that, the Purchased Assets are being purchased AS IS, WITH ALL FAULTS and WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1.2 Excluded Assets. Notwithstanding anything else herein to the contrary, all assets of Seller other than the Purchased Assets (the "*Excluded Assets*") are being retained by Seller and are not being sold to Purchaser pursuant to this Agreement, including, without limitation, the following:

(a) All assets of Seller not used exclusively in connection with the operation of the Business, including Seller's network operations center, call center, billing systems and authentication systems;

(b) Accounts receivable, prepaid security deposits and rights to payment from subscribers, cash and cash equivalents, all bank accounts, all lock box receipts and lock boxes, letters of credit and guaranties, and all certificates of deposit and other bank deposits owned or held by Seller or any of its affiliates;

(c) Subscriber accounts;

(d) Seller's corporate accounting journals, corporate books of account, financial and other records of Seller related to the Business;

(e) All rights, claims, causes of action, recoveries and rights of reimbursement arising out of or relating to the Excluded Liabilities (as defined in Section 1.4) or the Excluded Assets;

(f) The insurance policies of Seller, the prepaid premiums under such policies and all of Seller's rights thereunder;

(g) All Intellectual Property, including all trademarks, service marks and trade names of Seller;

(h) All personnel files, employee medical files and other employee books and records;

(i) The radio spectrum authorizations from the Federal Communications Commissions used by Seller; and

(j) That certain Telecommunications Site Services Agreement with Milpitas Mills Limited Partnership.

1.3 [Intentionally Omitted].

1.4 Liabilities.

(a) Notwithstanding anything else contained herein to the contrary, all debts, liabilities and obligations of Seller resulting from actions or omissions of the Business or relating to the Purchased Assets occurring on or prior to the Closing Date (collectively the “*Excluded Liabilities*”) shall remain the responsibility of Seller and shall not be assumed by Purchaser pursuant to this Agreement.

(b) Purchaser hereby agrees that it will perform and discharge when due all debts, liabilities and obligations resulting from actions or omissions of the business or relating to the Purchased Assets that occur following the Closing Date.

(c) All debts, liabilities, and obligations resulting from Seller’s performance during the Transition Period shall be the responsibility of Seller and Seller agrees that it shall perform and discharge them when due.

1.5 Consideration; Termination and Release. As consideration for the sale of the Purchased Assets, the Parties hereby agree to the following:

(a) Each Transaction Document, including, without limitation, those Transaction Documents set forth on Exhibit 1.5(a), is terminated in its entirety and all obligations of the Parties thereunder are terminated, including, without limitation, each Party’s obligation to indemnify the other Party as to certain claims or liabilities under the Transaction Documents. This Agreement supersedes and replaces all agreements between the Parties prior to the Closing of this Agreement.

(b) Purchaser, on behalf of its officers, attorneys, agents, employees, successors, and assigns, now and forever releases, acquits and discharges Seller and its shareholders, officers, directors, attorneys, agents, employees, successors, affiliates, subsidiaries, third-party entities in which Seller owns a controlling interest, and assigns from any and all claims, demands, losses, expenses, damages, liability, actions, and causes of action of any nature, including claims for interest, penalties, and attorneys’ fees, whether in law or equity, arising on account of, out of, and/or in any way related to or connected with the Transaction Documents or the Business, other than claims pursuant to this Agreement. In addition, and without limiting the scope of the foregoing release language, Purchaser releases Seller from any continuing payment obligations and all other contractual obligations under the Transaction Documents.

(c) Seller, on behalf of itself, its shareholders, officers, directors, attorneys, agents, employees, successors, affiliates, subsidiaries, third-party entities in which it owns a controlling interest, and assigns, now and forever releases, acquits and discharges Purchaser, its officers, attorneys, agents, employees, and assigns from any and all claims, demands, losses, expenses, damages, liability, actions, and causes of action of any nature, including claims for interest, penalties, and attorneys’ fees, whether in law or equity, arising on account of, out of, and/or in any way related to or connected with the Transaction Documents or the Business, other than claims pursuant to this Agreement. In addition, and without limiting the scope of the

foregoing release language, Seller hereby releases Purchaser from any continuing payment obligations and all other contractual obligations under the Transaction Documents.

1.6 Prorations. The Parties agree and acknowledge that all personal property taxes (including ad valorem taxes) shall be prorated as of the Closing. Seller and Purchaser agree that if any of the aforesaid prorations cannot be calculated accurately at the Closing, then the same shall be calculated within thirty (30) days or as soon as reasonably practicable after the Closing and either Party owing the other Party a sum of money based on such subsequent proration shall promptly pay said sum to the other Party in immediately available funds.

ARTICLE 2 **CLOSING**

2.1 Closing. The purchase and sale of the Purchased Assets shall be consummated at a closing (the "***Closing***") to take place by facsimile and electronic mail (with original signatures and agreements delivered to each Party's counsel by overnight delivery) on the date of this Agreement. The date on which the Closing occurs is sometimes referred to herein as the "***Closing Date***."

2.2 Deliveries and Performance at Closing. At the Closing, each Party shall make all deliveries and take all other action required of it hereunder (or as otherwise reasonably requested by the other Party), all in form and substance reasonably satisfactory to the other Party, including, without limitation:

(a) A duly executed bill of sale conveying in the aggregate all of Seller's interest in the Purchased Assets, subject to the Permitted Liens; and

(b) Such other bills of sale, assignments and other instruments reasonably necessary or appropriate to transfer and assign the Purchased Assets to Purchaser and terminate the obligations of the Parties pursuant to the Transaction Documents, duly executed by Seller.

ARTICLE 3 **REPRESENTATIONS AND WARRANTIES OF SELLER**

Contemporaneously with the execution of this Agreement, Seller is delivering to Purchaser the disclosure schedule (the "***Seller Disclosure Schedule***") referenced in this Article 3. Seller hereby represents and warrants to Purchaser as follows:

3.1 Organization and Good Standing. Seller is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Power and Authority. Seller has the necessary corporate power and authority to carry on the Business as it is now being conducted, to own and lease the properties and assets it now owns and leases in connection with the Business, to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Seller, and

no other proceedings on the part of Seller are necessary to authorize the execution, delivery and performance of this Agreement by Seller.

3.3 Binding Effect. This Agreement has been duly executed and delivered by Seller and constitutes its legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally.

3.4 No Violation; Consents. Neither the execution and delivery of this Agreement by Seller, nor the performance by it of its obligations hereunder, will:

- (a) violate or conflict with any provision of its organizational documents;
- (b) except as set forth in the Seller Disclosure Schedule, breach or otherwise constitute or give rise to a default under any contract, commitment or other obligation to or by which Seller is a party or is bound;
- (c) except as set forth in the Seller Disclosure Schedule, violate in any material respect any statute, ordinance, law, rule, regulation, judgment, order or decree of any court or other Governmental Entity to which Seller is subject; or
- (d) except as set forth in the Seller Disclosure Schedule, require any consent, approval or authorization of, notice to, or filing, recording, registration or qualification with any third party or Governmental Entity by Seller.

3.5 Title to Purchased Assets. Seller owns all of the tangible personal property included in the Purchased Assets, free and clear of all liens other than Permitted Liens.

3.6 Intellectual Property.

- (a) To the knowledge of Seller, Seller owns all rights to use and protect, or holds a valid license to use and protect, all Intellectual Property.
- (b) To the knowledge of Seller, Seller in the operation of the Business has not violated or infringed any patent, copyright, trademark, service mark or other intellectual property right of any other person or entity, and, to the knowledge of Seller, there are no claims pending or threatened against Seller asserting that the use of any Intellectual Property by it in the operation of the Business infringes the rights of any other person or entity. Seller has not made or asserted any claim of violation or infringement of any Intellectual Property against any other person or entity in the operation of the Business, and Seller has no knowledge of any such violation or infringement.
- (c) Except as set forth in the Seller Disclosure Schedule, Seller has not granted any outstanding licenses or other rights to any such Intellectual Property to any other person or entity.

3.7 Intentionally Omitted.

3.8 Permits and Licenses. To the knowledge of Seller, Seller holds all required permits, licenses, approvals and authorizations from all Governmental Entities which are necessary to conduct the Business in a manner consistent with past practices.

3.9 Violation of Laws. To the knowledge of Seller, Seller, in the operation of the Business, is not in violation of any statutes, laws, rules, regulations, orders, decrees and ordinances applicable to it or the Purchased Assets. To the knowledge of Seller, during the past twelve (12) months, Seller has not received any written notice from a Governmental Entity alleging that the operation of the Business by Seller is in violation with any such statutes, laws, rules, regulations, orders, decrees or ordinances. This Section 3.9 does not apply to Tax matters (for which Section 3.10 is applicable).

3.10 Taxes. To the knowledge of Seller, Seller has duly and timely filed all required reports and returns with respect to Taxes for the Purchased Assets the due date for which is prior to the date hereof, and all of such reports and returns are correct and complete in all material respects. Seller has paid all applicable Taxes with respect to the Purchased Assets required to be paid by it for any period of time prior to the date hereof, except for Taxes accrued but not yet due and payable. Seller is not a party or subject to any levy, assessment, collection or pending action, proceeding or claim with respect to Taxes for the Purchased Assets, and, to the knowledge of Seller, no notice of the possible institution of any of the foregoing has been received by Seller.

3.11 Insurance. Seller has complied in all material respects with all terms, obligations and provisions of each policy of insurance and bonds presently maintained by, or providing coverage for, the Purchased Assets, and has paid all premiums due thereon, and no written notice of cancellation with respect thereto has been received by Seller. Such insurance policies are sufficient to comply with any minimum insurance requirements set forth in any material agreement applicable to the Business.

3.12 Litigation. Except with respect to any disputes between Seller, on the one hand, and Purchaser, on the other hand, to the knowledge of Seller: (a) there is no litigation, action, suit, arbitration, mediation, hearing or governmental investigation pending or threatened by or against Seller primarily related to the Business or the Purchased Assets and (b) no judgment, award, order or decree has been rendered against Seller that is primarily related to the Business or the Purchased Assets which is still outstanding.

3.13 Brokers. Seller has not incurred any liability for brokerage fees, finder's fees, agent's commissions other similar forms of compensation in connection with the transactions contemplated by this Agreement.

3.14 No Other Representations. SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY ABOUT SELLER, THE PURCHASED ASSETS OR THE BUSINESS, EXCEPT TO THE EXTENT EXPRESSLY MADE IN THIS ARTICLE 3. IN ADDITION, SELLER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY FORWARD-LOOKING PROJECTION, FORECAST, BUDGET, FINANCIAL DATA OR OTHER INFORMATION. PURCHASER IS FULLY RESPONSIBLE FOR MAKING ITS OWN EVALUATION OF SUCH MATTERS.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

4.1 Organization and Good Standing. Purchaser is a duly constituted and validly organized municipal corporation under the laws of the State of California.

4.2 Power and Authority. Purchaser has the power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Purchaser, including obtaining all necessary approvals by Purchaser's City Council, and no other proceedings on the part of Purchaser are necessary to authorize the execution, delivery and performance of this Agreement by it.

4.3 Binding Effect. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally.

4.4 No Violation; Consents. Neither the execution and delivery of this Agreement by Purchaser, nor the performance by Purchaser of its obligations hereunder will:

(a) breach or otherwise constitute or give rise to a default under any contract, commitment or other obligation to or by which Purchaser is a party or is bound, except to the extent any such breach or default, individually or in the aggregate, would not materially impair the ability of Purchaser to perform its obligations hereunder;

(b) violate any statute, ordinance, law, rule, regulation, judgment, order or decree of any court or other Governmental Entity to which Purchaser is subject, except to the extent any such violation, individually or in the aggregate, would not materially impair the ability of Purchaser to perform its obligations hereunder; or

(c) require any consent, approval or authorization of, notice to, or filing, recording, registration or qualification with any third party, court or Governmental Entity.

4.5 Litigation. There is no litigation, action, suit, arbitration, mediation, hearing or governmental investigation pending or, to the knowledge of Purchaser, threatened by or against Purchaser, and no judgment, award, order or decree has been rendered against Purchaser which is still outstanding, except as would not materially impair the ability of Purchaser to perform its obligations hereunder.

4.6 Brokers. Purchaser has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with the transactions contemplated by this Agreement.

ARTICLE 5
TRANSITION SERVICES

5.1 Transition of Network.

(a) In connection with the transition of the operation of the Network to Purchaser, Seller shall use its commercially reasonable efforts (and Purchaser agrees to allow Seller) during the period commencing on the date of this Agreement and ending on the later of (1) 30 days following the date of this Agreement, and (2) the date Seller has terminated its service for its subscribers (the “*Transition Period*”), to do the following:

- (i) continue to operate the Network on behalf of Purchaser;
- (ii) provide Network Operations Center (“*NOC*”) services for the Network, including (A) monitoring and troubleshooting of Network issues, (B) trouble ticket establishment and resolution for Severity 1 issues (meaning the Network is inoperable) and Severity 2 issues (meaning major components of the Network are inoperable), and (C) NOC to NOC service/support consistent with such service/support provided as of the date of this Agreement;
- (iii) provide to Purchaser reasonable phone support/transition meetings to answer operational questions;
- (iv) provide to Purchaser copies of updated as-built materials and documentation, including Internet Protocol Schema, device profiles, and Radio Frequency/engineering studies;
- (v) provide to Purchaser passwords to access the Network and Network hardware/software and provide to Purchaser and City physical access to the Purchased Assets secured in cabinets;
- (vi) provide to Purchaser a listing of SSIDs currently in use in the Network and its configuration; and
- (vii) set up a local Tropos EMS server in Milpitas and allow for 30 days of monitoring during the Transition Period.

(b) As soon as reasonably practicable following the date of this Agreement, Seller shall inform its subscribers with respect to the Business that Seller is terminating its services on the Network as of a date no later than 30 days after such notice. Seller and Purchaser agree that Seller shall be entitled to provide continued service and customer service to its subscribers of the Business during such period.

(c) During the Transition Period, Purchaser shall have the right to inspect the Purchased Assets to ensure that the Network is operational and Seller agrees to correct any major equipment failure identified by the Parties during the Transition Period.

(d) During the Transition Period Seller shall maintain the insurance policies required by Paragraph 21 of the Agreement entitled "Network Agreement" between the parties and dated March 21, 2006.

ARTICLE 6

OTHER AGREEMENTS OF THE PARTIES

6.1 Expenses. Subject to Section 6.3, each Party hereto shall pay its own fees and expenses (including the fees and expenses of its attorneys, accountants, investment bankers, brokers, financial advisors and other professionals) incurred in connection with this Agreement and all transactions contemplated hereby.

6.2 [Intentionally Omitted].

6.3 Taxes. Purchaser shall be solely responsible for paying any and all sales, use, transfer, stamp or other similar Taxes (collectively "*Transfer Taxes*") arising as a result of the transactions contemplated by this Agreement.

6.4 Seller's Access to Information. For a period of seven (7) years following the Closing, Purchaser shall, upon reasonable advance notice from Seller: (a) afford to Seller and its representatives, agents, counsel and accountants access during normal business hours to the books, records, employees, facilities and agents of the Business conducted by Seller prior to the Closing Date, and (b) furnish such financial and operating data and other information relating to the Business or the Purchased Assets, in each case to the extent necessary to permit Seller to determine any matter relating to its rights and obligations under this Agreement or with respect to any period prior to or including the Closing.

6.5 Confidentiality. To the extent permitted by applicable law, Purchaser shall not disclose any Confidential Information of Seller for a period of three (3) year following Closing; provided, however, that Confidential Information constituting a "trade secret" pursuant to applicable law shall not be disclosed for so long as such Confidential Information remains a trade secret. Should Purchaser receive a request to provide or disclose information that may be Confidential Information of Seller pursuant to any applicable law, including, without limitation, pursuant to any federal or state freedom of information act, Purchaser will provide a copy of the request to Seller so that Seller may raise its appropriate legal defenses to disclosure.

6.6 IP License. For consideration paid and subject to the provisions of this Agreement, Seller hereby grants, and Purchaser hereby accepts, a perpetual, fully paid-up, royalty-free, worldwide, non-revocable, transferable license to use, sell, offer for sale, distribute, and sublicense the (1) Wi-Fi network architecture installed in Milpitas, California by or on behalf of EarthLink, Inc. and (2) the Purchased Assets. The Parties hereto acknowledge and agree, however, that no license is granted to Purchaser in or to the proprietary EarthLink, Inc. infrastructure software

6.7 Additional Equipment. The Parties agree that the Purchased Assets shall include, at no additional cost to Purchaser, certain spare equipment as set forth on Schedule 6.7 hereto.

6.8 Assignment of Motorola Rights. Solely with respect to the Purchased Assets, Seller agrees to assign to Purchaser Seller's right to license the software referenced in that certain Product Sales, Services and Support Agreement, dated as December 22, 2005, by and between EarthLink, Inc. and Motorola, Inc., and Purchaser agrees to assume the obligations and be subject to the terms of the license and other provisions (solely with respect to the Purchased Assets) contained in such agreement, a complete and correct copy of which has been delivered by Seller to Purchaser.

6.9 Bulk Transfer Laws. Purchaser hereby waives compliance by Seller with the provisions of any so-called "bulk transfer law" of any jurisdiction in connection with the sale of the Purchased Assets to Purchaser.

6.10 Assignment of Dragonwave Rights. Solely with respect to the Purchased Assets, Seller agrees to assign to Purchaser Seller's right to license the software referenced in that certain Product Sales and Support Agreement between the parties dated June 12, 2006 by and between EarthLink, Inc. and Dragonwave, Inc., and Purchaser agrees to assume Seller's intellectual property and confidentiality obligations solely with respect to the Purchased Assets contained in such agreement, a complete and correct copy of which has been delivered by Seller to Purchaser

6.11 Assignment of Cisco Rights. Solely with respect to the Purchased Assets, Seller agrees to assign to Purchaser Seller's right to license the software referenced in that certain Cisco Internet Commerce Agreement, dated as July 2, 2003, by and between EarthLink, Inc. and Cisco System, Inc., and Purchaser agrees to abide by the Software License terms set forth in such agreement solely with respect to the Purchased Assets. A complete and correct copy of such agreement has been delivered by Seller to Purchaser.

ARTICLE 7 **INDEMNIFICATION**

7.1 Survival of Representations and Warranties. Notwithstanding anything else contained herein to the contrary, the representations and warranties made in this Agreement shall survive the Closing for a period of six (6) months, and any claim for indemnification under this Article 7 must be made prior to the expiration of such period.

7.2 Indemnification by Seller.

(a) Subject to Section 7.1 and this Section 7.2, Seller hereby indemnifies and agrees to promptly defend and hold harmless Purchaser from and against any and all costs, expenses (including, without limitation, attorneys' fees and court costs), judgments, penalties, fines, damages, losses and liabilities (collectively "**Losses**") that are incurred by Purchaser and result from or arise out of: (i) any breach of any representation or warranty made by Seller in this Agreement; (ii) any breach of any covenant or agreement of Seller contained in this Agreement; and (iii) any of the Excluded Liabilities.

(b) Notwithstanding anything else contained herein to the contrary, the aggregate liability of Seller pursuant to Section 7.2(a) shall not exceed an amount equal to \$10,000.

(c) Notwithstanding anything else contained herein to the contrary, Seller shall not have any liability to Purchaser pursuant to Section 7.2(a) unless and until the aggregate amount of all Losses for which Purchaser is entitled to indemnification thereunder exceeds \$5,000, in which event Purchaser shall only be entitled to recover its Losses in excess of such amount.

7.3 Indemnification by Purchaser.

(a) Subject to Section 7.1, Purchaser hereby indemnifies and agrees to promptly defend and hold harmless Seller from and against any and all Losses incurred by it resulting from or arising out of: (i) any breach of any representation or warranty made by Purchaser in this Agreement; (ii) any breach of any covenant or agreement of Purchaser contained in this Agreement; (iii) Purchaser's failure to pay any Transfer Taxes; and (iv) the conduct of the business and the operation of the Purchased Assets after Closing, provided that Purchaser shall have no obligation to indemnify Seller pursuant to this Section 7.3(a)(iv) for Losses resulting from the performance of Seller's obligations during the Transition Period.

(b) Notwithstanding anything else contained herein to the contrary, the aggregate liability of Purchaser pursuant to Section 7.3(a) shall not exceed an amount equal to \$10,000.

7.4 Administration of Third Party Claims.

(a) Whenever any claim shall arise for indemnification under this Article 7, the Party entitled to indemnification (the "**Indemnified Party**") shall promptly notify the other Party (the "**Indemnifying Party**") of the claim and, when known, the facts constituting the basis for such claim. In the event of any claim for indemnification hereunder resulting from or in connection with any claim or legal proceeding by a person who is not a party to this Agreement (a "**Third Party Claim**"), such notice shall also specify, if known, the amount or a good faith estimate of the amount of the Losses arising therefrom.

(b) The Indemnified Party shall not settle or compromise or voluntarily enter into any binding agreement to settle or compromise, or consent to entry of any judgment arising from, any Third Party Claim except in accordance with this Section 7.4. With respect to any Third Party Claim, the Indemnifying Party shall undertake the defense thereof by representatives of its own choosing and shall have the right to compromise or settle such Third Party Claim at its expense. The Indemnified Party shall have the right to participate in any such defense of a Third Party Claim with advisory counsel of its own choosing at its own expense. Assuming it has received reasonably adequate advance notice of a covered claim, in the event the Indemnifying Party, after two-thirds of the period for the presentation of a defense against any such Third Party Claim, fails to begin to diligently defend it (or at any time thereafter ceases to diligently defend it), the Indemnified Party will have the right to undertake the defense, compromise or settlement of such Third Party Claim on behalf of, and for the account of, the Indemnifying Party, at the expense and risk of the Indemnifying Party.

7.5 Exclusive Remedy. Each Party's rights of indemnification contained in this Article 7 shall be its exclusive remedy for any claims of any breach of or other cause of action of

any type arising under or as a result of this Agreement, the transactions contemplated hereby or the negotiations and actions leading hereto.

7.6 No Consequential Damages. Notwithstanding anything else contained herein to the contrary, neither Party shall have any liability hereunder to the other Party or to any other person or entity for any consequential damages, including, without limitation, loss of profit, loss of use, diminution in value, or business stoppage or any indirect, special, exemplary or punitive damages.

7.7 Subrogation. In the event an Indemnifying Party pays an Indemnified Party's Losses pursuant to this Article 7, such Indemnifying Party shall be subrogated to the rights the Indemnified Party has against any third party with respect thereto (and, upon the reasonable request of the Indemnifying Party, the Indemnified Party shall take appropriate actions necessary to transfer and assign such rights to the Indemnifying Party).

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. Notices.

(a) All notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail (return-receipt requested), or by a recognized national overnight courier service as set forth below:

If to Seller, to:

EarthLink, Inc.
1375 Peachtree Street NW
Atlanta, Georgia 30309
Attention: General Counsel

with a copy to:

Troutman Sanders LLP
600 Peachtree Street
Suite 5200
Atlanta, Georgia 30308
Attention: Andrea M. Farley, Esq.

If to Purchaser, to:

City of Milpitas, California
455 E. Calaveras Blvd.
Milpitas, California 95035
Attention: City Clerk

with a copy to:

City of Milpitas, California
455 E. Calaveras Blvd.
Milpitas, California 95035
Attention: City Manager

(b) Notices delivered pursuant to Section 8.1(a) shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) two (2) business days after timely delivery to the courier, if by overnight courier service.

(c) Any Party hereto may change the address to which notice is to be sent by written notice to the other Party in accordance with this Section 8.1.

8.2 Entire Agreement. This Agreement, including all schedules and exhibits hereto, each of which is incorporated herein by reference, contains the entire agreement and understanding concerning the subject matter hereof between the Parties and specifically supersedes any other agreement or understanding between the Parties related to the subject matter hereof.

8.3 Disclosure Schedules. Any fact or item disclosed on any part of the Seller Disclosure Schedule shall be deemed disclosed on all other parts of the Seller Disclosure Schedule to which such fact or item may reasonably apply so long as such disclosure is in sufficient detail to enable a Party to identify the facts or items to which it applies. Any fact or item disclosed on the Seller Disclosure Schedule shall not solely by reason of such inclusion be deemed to be material and shall not be employed as a point of reference in determining any standard of materiality under this Agreement.

8.4 Waiver; Amendment. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon a Party unless confirmed in writing. No waiver by a Party of any term or provision of this Agreement or of any default hereunder shall affect such Party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar. This Agreement may not be modified or amended except by a writing executed by both Parties.

8.5 Severability. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of law provisions thereof. Any action brought relating to the interpretation or enforcement of this Agreement may be brought in any court located in Santa Clara County, California, or the Federal Court for the Northern District of California.

8.7 Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

8.9 Headings. The titles, captions and headings contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect in any way the meaning or interpretation of this Agreement.

8.10 Reference with Agreement. Numbered or lettered articles, sections, paragraphs, subsections, schedules and exhibits herein contained refer to articles, sections, paragraphs, subsections, schedules and exhibits of this Agreement unless otherwise expressly stated. The words "herein," "hereof," "hereunder," "hereby," "this Agreement" and other similar references shall be construed to mean and include this Agreement and all amendments to it unless the context shall clearly indicate or require otherwise.

8.11 Interpretation. This Agreement shall not be construed more strictly against either Party hereto regardless of which Party is responsible for its preparation, it being agreed that this Agreement was fully negotiated by both Parties.

8.12 Definition of Knowledge. Any reference in this Agreement or in any certificate delivered pursuant hereto to the "knowledge" of Seller (whether to "the best of" such knowledge or other similar expressions relating to the knowledge or awareness of Seller) means the conscious awareness of the following officers of Seller as of the date of this Agreement: the Chief Executive Officer, the Chief Financial Officer, the Vice President Operations-Municipal Wireless Networks, the manager of the system in Milpitas, and the General Counsel or the Controller.

8.13 Further Assurances. Upon the reasonable request of the other Party, each Party agrees to take any and all actions, including, without limitation, the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement.

8.14 Counterparts; Fax Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such Party.

ARTICLE 9 **DEFINITIONS**

9.1 Definitions. The following terms shall have the respective meanings set forth below throughout this Agreement:

“Agreement” has the meaning set forth in the Preamble hereof.

“Business” has the meaning set forth in the Background section hereof.

“Closing” has the meaning set forth in Section 2.1 hereof.

“Closing Date” has the meaning set forth in Section 2.1 hereof.

“Confidential Information” means the business, financial, subscriber, vendor and technical information of Seller that is confidential or otherwise a trade secret under applicable law.

“Excluded Assets” has the meaning set forth in Section 1.2 hereof.

“Excluded Liabilities” has the meaning set forth in Section 1.4 hereof.

“GAAP” means generally accepted accounting principles in the United States of America, consistently applied.

“Governmental Entity” means any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

“Indemnified Party” has the meaning set forth in Section 7.4(a) hereof.

“Indemnifying Party” has the meaning set forth in Section 7.4(a) hereof.

“Intellectual Property” means all copyrights, trademarks, service marks, logos, trade names, patents, inventions and computer software (including, to the extent applicable, registrations, applications, and renewals for registrations of each of the foregoing) which are owned or held for use by Seller exclusively in connection with the operation of the Business.

“Losses” has the meaning set forth in Section 7.2(a) hereof.

“Network Agreement” has the meaning set forth in the Background section hereof.

“NOC” has the meaning set forth in Section 5.3(c) hereof.

“Party” or **“Parties”** has the meaning set forth in the Preamble hereof.

“Permitted Liens” means (i) liens for Taxes, assessments and other governmental charges that are not yet due and payable or that may thereafter be paid without penalty or that are being contested in good faith by appropriate proceedings; and (ii) similar matters that will not adversely affect Purchaser’s ability to conduct the Business in a manner substantially consistent with past practices.

“Purchased Assets” has the meaning set forth in Section 1.1 hereof.

“Purchaser” has the meaning set forth in the Preamble hereof.

“Seller” has the meaning set forth in the Preamble hereof.

“Seller Disclosure Schedule” has the meaning set forth in the preliminary statement of Article 3 hereof.

“Tax” means all Federal, state, city, county, foreign or other governmental taxes, assessments, duties, fees, levies or similar charges of any kind, including all income, profit, franchise, excise, property, use, intangibles, sales, payroll, employment, withholding and other taxes, and including all interest and penalties imposed with respect to such amounts.

“Third Party Claim” has the meaning set forth in Section 7.4(a) hereof.

“Transaction Documents” has the meaning set forth in the Background section hereof.

“Transfer Taxes” has the meaning set forth in Section 6.3 hereof.

“Transition Period” has the meaning set forth in Section 5.1(a) hereof.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed or have caused their duly authorized officers to execute this Agreement as of the date first written above.

“Purchaser”

CITY OF MILPITAS, CALIFORNIA

By: _____
Name: _____
Title: _____

“Seller”

EARTHLINK, INC.

By: _____
Name: _____
Title: _____

Exhibit 1.1(a)

Tangible Personal Property

See Attached.

Milpitas WiFi Network Asset List

Part Description	Asset Tag	Serial No	Latitude	Longitude	Total	Std Cost	Item \$ subtot
Misc							
Square D Sorgel Single-Phase 15S1H			Great Mall		1	\$ 2,700.00	
SPC equipment enclosure W/Batteries			Various		1	\$ 6,000.00	
SPC equipment enclosure W/AC & Batteries			Various		2	\$ 7,000.00	
Antenna mounting mast assembly			Various		2	\$ 1,500.00	
Motorola CMM GPS receivers			Various		9	\$ 150.00	
Fiber cable and conduit			Great Mall PD substation		1	\$ -	
Misc Total							\$ 27,050.00
Cisco 2811	100015175047	FTX1026A6JD	Public Works		1	\$ 3,653.90	
	100015108834	FTX1026A6JF	Great Mall		1	\$ 3,653.90	
	100015082099	FTX1027A0AZ	Country Club		1	\$ 3,653.90	
Cisco 2811 Total					3		\$ 10,961.70
Cisco 2955	100034269057	FOC10081EE8	Public Works		1	\$ 1,255.08	
	100000230001	FOC100400SP8	Public Works		1	\$ 1,255.08	
	100049970032	FOC1009Z1GM	Great Mall		1	\$ 1,255.08	
	100049969073	FOC1011Z5LL	Great Mall		1	\$ 1,255.08	
	100034269057	F0C1009Z1G7	Country Club		1	\$ 1,255.08	
	100000228042	F0C1043Z7AM	Country Club		1	\$ 1,255.08	
Cisco 2955 Total					6		\$ 7,530.48
Cisco 7301	100015173037	74833363	Public Works		1	\$ 16,039.95	
	100015083041	74833360	Public Works		1	\$ 16,039.95	
	100015088026	72833358	Great Mall		1	\$ 16,039.95	
	100015094010	74833359	Great Mall		1	\$ 16,039.95	
	100015092000	74833364	Country Club		1	\$ 16,039.95	
	100015090093	74833361	Country Club		1	\$ 16,039.95	
	100015096020	74833365	W0		1	\$ 16,039.95	
Cisco 7301 Total					7		\$ 112,279.65
DragonWave airpair200	700003354035	DW710460	Public Works		1	\$ 9,250.00	
	700003358055	DW790515	Great Mall		1	\$ 9,250.00	
	100015111003	DW710512	Country Club		1	\$ 9,250.00	
	700003357050	DW780575	Country Club		1	\$ 9,250.00	
DragonWave airpair200 Total					4		\$ 37,000.00
Valere RCTT	700003026016	NONE	Public Works		1	\$ 570.00	
	700003030093	NONE	Great Mall		1	\$ 570.00	
	100015106024	NONE	Country Club		1	\$ 570.00	
Valere rectifier Total					3		\$ 1,710.00
Valere CVTT	700003027021	NONE	Public Works		1	\$ 570.00	
	700003031098	NONE	Great Mall		1	\$ 570.00	
	100015103009	NONE	Country Club		1	\$ 570.00	
Valere converter Total					3		\$ 1,710.00
5.2 GHz Subscriber Modules	700003266009	0A003E01500B	37.451182	-121.900182	1	\$ 422.98	
	700003267014	0A003E015013	37.443646	-121.910928	1	\$ 422.98	
	700003269024	0A003E015047	37.4509	-121.89791	1	\$ 422.98	
	700003270086	0A003E015347	37.43988	-121.89979	1	\$ 422.98	
	700003282100	0A003E014F2D	37.449965	-121.89467	1	\$ 422.98	
	700003283002	0A003E015016	37.45314	-121.893423	1	\$ 422.98	
	700003284007	0A003E014F89	37.44903	-121.909804	1	\$ 422.98	
	700003285012	0A003E014394	37.437924	-121.887358	1	\$ 422.98	
	700003286017	0A003E015040	37.443027	-121.88492	1	\$ 422.98	
	700003287022	0A003E015042	37.444813	-121.899535	1	\$ 422.98	
	700003288027	0A003E014F72	37.445784	-121.88687	1	\$ 422.98	
	700003289032	0A003E013EE8	37.444905	-121.906707	1	\$ 422.98	
	700003290094	0A003E014F73	37.455066	-121.906555	1	\$ 422.98	
	700003291099	0A003E014FA4	37.436721	-121.879707	1	\$ 422.98	
	700003292001	0A003E01504C	37.46026	-121.909785	1	\$ 422.98	
	700003293006	0A003E015044	37.4413666	-121.8867333	1	\$ 422.98	
	700003318039	0A003E015015	37.45529	-121.91087	1	\$ 422.98	
	700003364039	0A003E0168F3	37.412552	-121.886894	1	\$ 422.98	
	700003365044	0A003E016A8E	37.413956	-121.892705	1	\$ 422.98	
	700003366049	0A003E0168F1	37.41634	-121.87453	1	\$ 422.98	
	700003367054	0A003E0168BF	37.447568	-121.914925	1	\$ 422.98	
	700003368059	0A003E0168D4	37.432333	-121.88812	1	\$ 422.98	
	700003369064	0A003E0168E3	37.411314	-121.90411	1	\$ 422.98	

Milpitas WiFi Network Asset List

Part Description	Asset Tag	Serial No	Latitude	Longitude	Total	Std Cost	Item \$ subtot
	700003370023	0A003E016A6F	37.41508	-121.910281	1	\$ 422.98	
	700003371028	0A003E0168CD	37.4182	-121.9058	1	\$ 422.98	
	700003372033	0A003E016A70	37.449453	-121.91652	1	\$ 422.98	
	700003373038	0A003E016895	37.415431	-121.914296	1	\$ 422.98	
	700003374043	0A003E0168BB	37.4329	-121.89974	1	\$ 422.98	
	700003375048	0A003E0168F7	37.42053	-121.898962	1	\$ 422.98	
	700003376053	0A003E0168B4	37.420984	-121.894869	1	\$ 422.98	
	700003377058	0A003E016A75	37.42455	-121.9074	1	\$ 422.98	
	700003378063	0A003E0168EC	37.433141	-121.90773	1	\$ 422.98	
	700003380027	0A003E0168E8	37.448611	-121.913347	1	\$ 422.98	
	700003381032	0A003E01683F	37.41283	-121.89893	1	\$ 422.98	
	700003383042	0A003E016A76	37.420682	-121.881685	1	\$ 422.98	
	700003384047	0A003E016AE4	37.446729	-121.90009	1	\$ 422.98	
	700003386057	0A003E016AE5	37.4127	-121.90187	1	\$ 422.98	
	700003387062	0A003E016AC2	37.425447	-121.88427	1	\$ 422.98	
	700003390031	0A003E016A98	37.424415	-121.878445	1	\$ 422.98	
	700003391036	0A003E016A6E	37.42654	-121.87658	1	\$ 422.98	
	700003392041	0A003E016AE7	37.427286	-121.895748	1	\$ 422.98	
	700003467094	0A003E015014	37.459909	-121.903996	1	\$ 422.98	
	700003470063	0A003E015046	37.443002	-121.894439	1	\$ 422.98	
	700003471068	0A003E016A8D	37.423761	-121.869304	1	\$ 422.98	
	700003472073	0A003E016A95	37.456456	-121.90392	1	\$ 422.98	
5.2 GHz Subscriber Modules Total					45		\$ 19,034.10
5.7 GHz Subscriber Modules	700003062012	0A003EF6B77A	37.435715	-121.893476	1	\$ 422.98	
	700003063017	0A003EF6B748	37.445628	-121.882013	1	\$ 422.98	
	700003064022	0A003EF6B75D	37.42351	-121.862764	1	\$ 422.98	
	700003065027	0A003EF6B776	37.441957	-121.902529	1	\$ 422.98	
	700003066032	0A003EF6B775	37.43969	-121.890384	1	\$ 422.98	
	700003067037	0A003EF6B771	37.442336	-121.921526	1	\$ 422.98	
	700003068042	0A003EF6B750	37.42409	-121.86554	1	\$ 422.98	
	700003069047	0A003EF6B77C	37.43758	-121.876	1	\$ 422.98	
	700003070006	0A003EF6B71C	37.433477	-121.883696	1	\$ 422.98	
	700003071011	0A003EF6B773	37.463209	-121.898478	1	\$ 422.98	
	700003072016	0A003EF6B77F	37.438847	-121.894952	1	\$ 422.98	
	700003073021	0A003EF6B75F	37.44013	-121.87379	1	\$ 422.98	
	700003074026	0A003EF6B76C	37.459591	-121.899372	1	\$ 422.98	
	700003075031	0A003EF6B6FE	37.413676	-121.922147	1	\$ 422.98	
	700003076036	0A003EF6B770	37.429005	-121.866741	1	\$ 422.98	
	700003077041	0A003EF6B779	37.453993	-121.920921	1	\$ 422.98	
	700003078046	0A003EF6B752	37.4285	-121.87206	1	\$ 422.98	
	700003250078	0A003EF78C99	37.430486	-121.879837	1	\$ 422.98	
	700003260082	0A003EF78C9A	37.430817	-121.871084	1	\$ 422.98	
	700003261087	0A003EF78CB0	37.4104	-121.91171	1	\$ 422.98	
	700003324023	0A003EF7ADC8	37.40538	-121.91737	1	\$ 422.98	
	700003325028	0A003EF78CA5	37.41324	-121.90445	1	\$ 422.98	
	700003363034	0A003EF6B6FF	37.42117	-121.92185	1	\$ 422.98	
	700003382037	0A003EF7AE8E	37.40655	-121.9076167	1	\$ 422.98	
	700003389072	0A003EF78EFB	37.44259	-121.87817	1	\$ 422.98	
	700003425068	0A003EF7AE69	37.43399	-121.86813	1	\$ 422.98	
	700003426073	0A003EF78EFA	37.43996	-121.913574	1	\$ 422.98	
	700003427078	0A003EF7B26D	37.434762	-121.912426	1	\$ 422.98	
	700003430047	0A003EF78CA8	37.437322	-121.918737	1	\$ 422.98	
	700003431052	0A003EF78DC1	37.43895	-121.9015	1	\$ 422.98	
	700003432057	0A003EF78DDA	37.428068	-121.908278	1	\$ 422.98	
	700003434067	0A003EF78DC2	37.431365	-121.868535	1	\$ 422.98	
	700003435072	0A003EF78D86	37.431535	-121.914746	1	\$ 422.98	
	700003436077	0A003EF78CDF	37.426976	-121.912333	1	\$ 422.98	
	700003439092	0A003EF7B264	37.431067	-121.885312	1	\$ 422.98	
	700003443066	0A003EF78CAF	37.434259	-121.871504	1	\$ 422.98	
	700003447086	0A003EF6B77B	37.42655	-121.880406	1	\$ 422.98	
	700003448091	0A003EF6B76E	37.457023	-121.901037	1	\$ 422.98	
	700003449096	0A003EF6B78D	37.427573	-121.863779	1	\$ 422.98	
	700003450055	0A003EF6B76D	37.421454	-121.873524	1	\$ 422.98	
	700003466089	0A003EF7B1EB	37.432757	-121.880592	1	\$ 422.98	
	700003468099	0A003EF6B778	37.427433	-121.920904	1	\$ 422.98	
5.7 GHz Subscriber Modules Total					42		\$ 17,765.16
900 MHz Canopy Access Point with integrated antennas	700003022099	0A003E912653	33.8406	-117.95467	1	\$ 1,840.00	
	700003023001	0A003E91249F	33.8406	-117.95467	1	\$ 1,840.00	
	700003252088	0A003E91254D	33.8406	-117.95467	1	\$ 1,840.00	

Milpitas WiFi Network Asset List

Part Description	Asset Tag	Serial No	Latitude	Longitude	Total	Std Cost	Item \$ subtot
900 MHz Canopy Access Point with integrated antennas Total					3		\$ 5,520.00
Canopy Advantage AP 5.2	700003313014	0A003E0322AC	33.8406	-117.95467	1	\$ 1,555.00	
	700003314019	0A003E0322BC	33.8406	-117.95467	1	\$ 1,555.00	
	700003315024	0A003E03217E	37.44905	-121.91029	1	\$ 1,555.00	
	700003316029	0A003E03160B	37.44905	-121.91029	1	\$ 1,555.00	
	700003317034	0A003E0322AD	33.8406	-117.95467	1	\$ 1,555.00	
	700003319044	0A003E03154D	37.44905	-121.91029	1	\$ 1,555.00	
	700003320003	0A003E0322C5	37.44905	-121.91029	1	\$ 1,555.00	
	700003321008	0A003E0315DC	37.44905	-121.91029	1	\$ 1,555.00	
	700003322013	0A003E0322B8	37.44905	-121.91029	1	\$ 1,555.00	
	700003325028	0A003E015012	37.41721	-121.89724	1	\$ 1,555.00	
	700003329048	0A003EF784D5	37.41721	-121.89724	1	\$ 1,555.00	
	700003335032	0A003E03155B	37.41721	-121.89724	1	\$ 1,555.00	
	700003337042	0A003E03215E	37.41721	-121.89724	1	\$ 1,555.00	
	700003338047	0A003E03226A	37.41721	-121.89724	1	\$ 1,555.00	
	700006999016	0A003E03156F	37.41721	-121.89724	1	\$ 1,555.00	
Canopy Advantage AP 5.2 Total					15		\$ 23,325.00
Canopy Advantage AP 5.2 sector One	700003336037	0A003E031560	37.41721	-121.89724	1	\$ 1,555.00	
Canopy Advantage AP 5.2 sector One Total					1		\$ 1,555.00
Canopy Advantage AP 5.7	700003104038	0A003EF78454	37.44905	-121.91029	1	\$ 1,555.00	
	700003105043	0A003EF78544	33.8406	-117.95467	1	\$ 1,555.00	
	700003107053	0A003EF7866F	33.8406	-117.95467	1	\$ 1,555.00	
	700003201063	0A003EF785D2	37.41721	-121.89724	1	\$ 1,555.00	
	700003245099	0A003EF78581	37.44905	-121.91029	1	\$ 1,555.00	
	700003247006	0A003EF77021	37.44905	-121.91029	1	\$ 1,555.00	
	700003253093	0A003EF77029	37.41721	-121.89724	1	\$ 1,555.00	
	700003255000	0A003EF7856E	37.44905	-121.91029	1	\$ 1,555.00	
	700003257010	0A003EF781F4	37.44905	-121.91029	1	\$ 1,555.00	
	700003258015	0A003EF785DE	37.41721	-121.89724	1	\$ 1,555.00	
	700003265004	0A003EF77023	33.8406	-117.95467	1	\$ 1,555.00	
	700003268019	0A003EF78675	37.41721	-121.89724	1	\$ 1,555.00	
	700003310102	0A003EF76FEA	37.41721	-121.89724	1	\$ 1,555.00	
	700003328043	0A003EF785DD	37.44905	-121.91029	1	\$ 1,555.00	
	700003333022	0A003EF785D6	37.41721	-121.89724	1	\$ 1,555.00	
Canopy Advantage AP 5.7 Total					15		\$ 23,325.00
Canopy Advantage AP 5.7 sector 1	700003271091	0A003EF78443	37.41721	-121.89724	1	\$ 1,555.00	
Canopy Advantage AP 5.7 sector 1 Total					1		\$ 1,555.00
Cluster Management Module Micro	700003012095	0A003E106624	37.41721	-121.89724	1	\$ 1,046.25	
	700003039035	0A003EE0238D	37.44905	-121.91029	1	\$ 1,046.25	
	700003249016	0A003EE02230	33.8406	-117.95467	1	\$ 1,046.25	
	700003262092	0A003EE0293A	33.8406	-117.95467	1	\$ 1,046.25	
	700003263097	0A003EE0213E	33.8406	-117.95467	1	\$ 1,046.25	
	700003344031	0A003EE0214F	37.44905	-121.91029	1	\$ 1,046.25	
	700003345036	0A003EE02161	37.44905	-121.91029	1	\$ 1,046.25	
	700007077053	0A003E106624	37.41721	-121.89724	1	\$ 1,046.25	
	700007080022	0A003EE02425	37.41721	-121.89724	1	\$ 1,046.25	
Cluster Management Module Micro Total					9		\$ 9,416.25
Hot Zone 5210; Variable Power; 7.4dE	700000272087	45848	37.4371	-121.92401	1	\$ 1,666.00	
	700001448085	45182	37.41094	-121.92155	1	\$ 1,666.00	
	700001470057	45167	37.425934	-121.873418	1	\$ 1,666.00	
	700001480061	45287	37.450882	-121.891581	1	\$ 1,666.00	
	700001495090	30314	37.40443	-121.90782	1	\$ 1,666.00	
	700001499007	31926	37.42326	-121.909875	1	\$ 1,666.00	
	700001543100	45829	37.41142	-121.90936	1	\$ 1,666.00	
	700001546012	45874	37.44534	-121.87711	1	\$ 1,666.00	
	700001962057	31172	37.423565	-121.908853	1	\$ 1,666.00	
	700001964067	45934	37.449679	-121.889966	1	\$ 1,666.00	
	700001965072	45812	37.453993	-121.920921	1	\$ 1,666.00	
	700001966077	39606	37.422184	-121.911542	1	\$ 1,666.00	
	700001967082	35935	37.432867	-121.866666	1	\$ 1,666.00	
	700001968087	36815	37.4273	-121.8731	1	\$ 1,666.00	
	700001973066	45606	37.449949	-121.911802	1	\$ 1,666.00	
	700001979096	45988	37.432027	-121.884138	1	\$ 1,666.00	
	700001980055	45842	37.436194	-121.88212	1	\$ 1,666.00	
	700001981060	41106	37.418388	-121.904901	1	\$ 1,666.00	
	700001982065	45776	37.42161	-121.90641	1	\$ 1,666.00	

Milpitas WiFi Network Asset List

Part Description	Asset Tag	Serial No	Latitude	Longitude	Total	Std Cost	Item \$ subtot
	700001983070	45764	37.419003	-121.927651	1	\$	1,666.00
	700001985080	45649	37.433958	-121.903285	1	\$	1,666.00
	700001987090	41211	37.43131	-121.86851	1	\$	1,666.00
	700003000081	35528	37.413676	-121.922147	1	\$	1,666.00
	700003001086	35543	37.445784	-121.88687	1	\$	1,666.00
	700003002091	37286	37.45314	-121.893423	1	\$	1,666.00
	700003003096	39843	37.43895	-121.9015	1	\$	1,666.00
	700003004101	37538	37.46026	-121.909785	1	\$	1,666.00
	700003005003	30198	37.45354	-121.90917	1	\$	1,666.00
	700003006008	39817	37.44897	-121.9079	1	\$	1,666.00
	700003007013	38934	37.427286	-121.895748	1	\$	1,666.00
	700003008018	40096	37.43619	-121.91234	1	\$	1,666.00
	700003009023	39828	37.424415	-121.878445	1	\$	1,666.00
	700003010085	38776	37.437924	-121.887358	1	\$	1,666.00
	700003011090	39811	37.433477	-121.883696	1	\$	1,666.00
	700003040097	31910	37.420984	-121.894869	1	\$	1,666.00
	700003041102	38592	37.4509	-121.89791	1	\$	1,666.00
	700003042004	38630	37.42654	-121.87658	1	\$	1,666.00
	700003044014	39865	37.4329	-121.89974	1	\$	1,666.00
	700003045019	38286	37.421454	-121.873524	1	\$	1,666.00
	700003046024	36837	37.40655	-121.9076167	1	\$	1,666.00
	700003047029	30448	37.41508	-121.910281	1	\$	1,666.00
	700003048034	41643	37.447568	-121.914925	1	\$	1,666.00
	700003049039	38932	37.423761	-121.869304	1	\$	1,666.00
	700003050101	36706	37.4182	-121.9058	1	\$	1,666.00
		37374	37.42053	-121.89891	1	\$	1,666.00
	700003051003	38875	37.44062	-121.91504	1	\$	1,666.00
	700003052008	38772	37.434762	-121.912426	1	\$	1,666.00
	700003053013	37270	37.432333	-121.88812	1	\$	1,666.00
	700003054018	39859	37.41634	-121.87453	1	\$	1,666.00
	700003055023	39798	37.42655	-121.880406	1	\$	1,666.00
	700003056028	38807	37.459591	-121.899372	1	\$	1,666.00
	700003057033	35383	37.433141	-121.90773	1	\$	1,666.00
	700003058038	41654	37.411314	-121.90411	1	\$	1,666.00
		41735	37.41283	-121.89893	1	\$	1,666.00
	700003059043	38857	37.425447	-121.88427	1	\$	1,666.00
	700003079051	38902	37.45232	-121.89466	1	\$	1,666.00
	700003080010	38907	37.45823	-121.90305	1	\$	1,666.00
	700003081015	38891	37.45125	-121.91624	1	\$	1,666.00
	700003082020	38790	37.43627	-121.9012	1	\$	1,666.00
	700003083025	36380	37.45557	-121.9019	1	\$	1,666.00
	700003084030	38253	37.43562	-121.86938	1	\$	1,666.00
	700003085035	33996	37.44681	-121.89386	1	\$	1,666.00
	700003086040	38981	37.42215	-121.861369	1	\$	1,666.00
	700003087045	38798	37.45822	-121.900226	1	\$	1,666.00
	700003088050	38982	37.436554	-121.908243	1	\$	1,666.00
	700003089055	38847	37.45877	-121.90795	1	\$	1,666.00
	700003091019	38550	37.42875	-121.88615	1	\$	1,666.00
	700003092024	20820	37.462	-121.91076	1	\$	1,666.00
	700003093029	38901	37.42006	-121.87239	1	\$	1,666.00
	700003094034	37551	37.421674	-121.868809	1	\$	1,666.00
	700003095039	38264	37.44972	-121.91928	1	\$	1,666.00
	700003096044	38916	37.44855	-121.89363	1	\$	1,666.00
	700003097049	39916	37.42866	-121.87068	1	\$	1,666.00
	700003098054	38787	37.4058	-121.90572	1	\$	1,666.00
	700003099059	39870	37.408263	-121.906998	1	\$	1,666.00
	700003101023	38132	37.44393	-121.8879	1	\$	1,666.00
	700003102028	37059	37.442747	-121.882787	1	\$	1,666.00
	700003103033	37545	37.4358	-121.877166	1	\$	1,666.00
	700003108058	38939	37.425623	-121.862234	1	\$	1,666.00
	700003109063	38865	37.43267	-121.86986	1	\$	1,666.00
	700003110022	38791	37.43233	-121.87326	1	\$	1,666.00
	700003111027	36743	37.44144	-121.88913	1	\$	1,666.00
	700003112032	37293	37.44018	-121.89388	1	\$	1,666.00
	700003113037	38851	37.441721	-121.87598	1	\$	1,666.00
	700003114042	38160	37.4343	-121.87479	1	\$	1,666.00
	700003115047	39858	37.42105	-121.8791	1	\$	1,666.00
	700003116052	39867	37.44521	-121.87937	1	\$	1,666.00
	700003118062	37240	37.431784	-121.912198	1	\$	1,666.00
	700003119067	37269	37.43095	-121.89742	1	\$	1,666.00
	700003120026	38990	37.43992	-121.880581	1	\$	1,666.00

Milpitas WiFi Network Asset List

Part Description	Asset Tag	Serial No	Latitude	Longitude	Total	Std Cost	Item \$ subtot
	700003121031	38910	37.42807	-121.89296	1	\$	1,666.00
	700003122036	38663	37.44259	-121.87817	1	\$	1,666.00
	700003124046	35594	37.44301	-121.8988	1	\$	1,666.00
	700003125051	38152	37.45263	-121.89912	1	\$	1,666.00
	700003126056	36716	37.4585	-121.91155	1	\$	1,666.00
	700003127061	38970	37.443012	-121.901265	1	\$	1,666.00
	700003129071	38183	37.41286	-121.8838	1	\$	1,666.00
	700003130030	36915	37.43676	-121.89264	1	\$	1,666.00
	700003131035	38133	37.4435	-121.8868	1	\$	1,666.00
	700003132040	38899	37.44428	-121.89538	1	\$	1,666.00
	700003133045	39914	37.430817	-121.871084	1	\$	1,666.00
	700003134050	39905	37.45538	-121.89558	1	\$	1,666.00
	700003135055	38909	37.46326	-121.90144	1	\$	1,666.00
	700003136060	38941	37.440886	-121.89934	1	\$	1,666.00
	700003137065	38908	37.42368	-121.8907	1	\$	1,666.00
	700003138070	39926	37.41917	-121.89383	1	\$	1,666.00
	700003139075	38719	37.451054	-121.908125	1	\$	1,666.00
	700003140034	38190	37.41639	-121.89232	1	\$	1,666.00
	700003141039	33950	37.4334	-121.90939	1	\$	1,666.00
	700003142044	39856	37.43708	-121.89647	1	\$	1,666.00
	700003143049	39841	37.453	-121.89749	1	\$	1,666.00
	700003144054	38820	37.45688	-121.91309	1	\$	1,666.00
	700003145059	37380	37.43332	-121.8938	1	\$	1,666.00
	700003146064	39854	37.42895	-121.91443	1	\$	1,666.00
	700003148074	38512	37.408893	-121.915859	1	\$	1,666.00
	700003149079	39871	37.40752	-121.91994	1	\$	1,666.00
	700003150038	39906	37.40563	-121.898993	1	\$	1,666.00
	700003151043	39840	37.40451	-121.90225	1	\$	1,666.00
	700003152048	39918	37.41927	-121.87617	1	\$	1,666.00
	700003153053	39912	37.44407	-121.89236	1	\$	1,666.00
	700003154058	39919	37.4297	-121.91925	1	\$	1,666.00
	700003155063	38138	37.44875	-121.89685	1	\$	1,666.00
	700003156068	36834	37.436314	-121.884659	1	\$	1,666.00
	700003157073	39882	37.40591	-121.91058	1	\$	1,666.00
	700003158078	39913	37.45288	-121.92375	1	\$	1,666.00
	700003159083	38282	37.40463	-121.91394	1	\$	1,666.00
	700003160042	39839	37.441676	-121.89761	1	\$	1,666.00
	700003161047	38839	37.40603	-121.9082	1	\$	1,666.00
	700003162052	35762	37.45326	-121.91047	1	\$	1,666.00
	700003164062	39848	37.414526	-121.901759	1	\$	1,666.00
	700003165067	39885	37.442584	-121.890811	1	\$	1,666.00
	700003166072	39924	37.43984	-121.91702	1	\$	1,666.00
	700003167077	39923	37.44363	-121.88187	1	\$	1,666.00
	700003168082	39883	37.413831	-121.917279	1	\$	1,666.00
	700003169087	35257	37.43409	-121.88108	1	\$	1,666.00
	700003170046	38890	37.415385	-121.905104	1	\$	1,666.00
	700003171051	38175	37.42476	-121.9055	1	\$	1,666.00
	700003172056	39911	37.410935	-121.921552	1	\$	1,666.00
	700003173061	39945	37.42637	-121.90455	1	\$	1,666.00
	700003174066	39629	37.43288	-121.92197	1	\$	1,666.00
	700003175071	38530	37.43794	-121.91526	1	\$	1,666.00
	700003176076	39844	37.443853	-121.905643	1	\$	1,666.00
	700003177081	38838	37.4399	-121.9112	1	\$	1,666.00
	700003178086	39847	37.42486	-121.91463	1	\$	1,666.00
	700003179091	39888	37.43499	-121.91725	1	\$	1,666.00
	700003181055	39902	37.411787	-121.896741	1	\$	1,666.00
	700003182060	38290	37.426	-121.9248	1	\$	1,666.00
	700003183065	38824	37.4264	-121.8984	1	\$	1,666.00
	700003184070	31668	37.428318	-121.875053	1	\$	1,666.00
	700003185075	38906	37.41891	-121.90081	1	\$	1,666.00
	700003186080	31724	37.43632	-121.8745	1	\$	1,666.00
	700003187085	39907	37.42994	-121.87641	1	\$	1,666.00
	700003188090	38705	37.46221	-121.9036	1	\$	1,666.00
	700003189095	30442	37.417341	-121.888377	1	\$	1,666.00
	700003190054	38806	37.42358	-121.9231	1	\$	1,666.00
	700003191059	38892	37.4311	-121.9174	1	\$	1,666.00
	700003192064	35325	37.44508	-121.91497	1	\$	1,666.00
	700003193069	38805	37.418882	-121.903807	1	\$	1,666.00
	700003194074	38905	37.416762	-121.880239	1	\$	1,666.00
	700003195079	39920	37.40235	-121.91042	1	\$	1,666.00
	700003196084	38814	37.44728	-121.8974	1	\$	1,666.00

Milpitas WiFi Network Asset List

Part Description	Asset Tag	Serial No	Latitude	Longitude	Total	Std Cost	Item \$ subtot
	700003197089	30185	37.416582	-121.925129	1	\$	1,666.00
	700003198094	38509	37.44549	-121.91886	1	\$	1,666.00
	700003199099	38971	37.4254	-121.91061	1	\$	1,666.00
	700003202068	31841	37.448611	-121.913347	1	\$	1,666.00
	700003203073	35993	37.43399	-121.86813	1	\$	1,666.00
	700003204078	36497	37.4104	-121.91171	1	\$	1,666.00
	700003205083	30472	37.445628	-121.882013	1	\$	1,666.00
	700003206088	36700	37.435715	-121.893476	1	\$	1,666.00
	700003207093	36464	37.44903	-121.909804	1	\$	1,666.00
	700003208098	37336	37.426976	-121.912333	1	\$	1,666.00
	700003209000	38262	37.42351	-121.862764	1	\$	1,666.00
	700003210062	35192	37.446729	-121.90009	1	\$	1,666.00
	700003211067	39801	37.40538	-121.91737	1	\$	1,666.00
	700003212072	36492	37.437322	-121.918737	1	\$	1,666.00
	700003213077	38524	37.45529	-121.91087	1	\$	1,666.00
	700003214082	41652	37.43996	-121.913574	1	\$	1,666.00
	700003215087	35291	37.463209	-121.898478	1	\$	1,666.00
	700003216092	36026	37.434259	-121.871504	1	\$	1,666.00
	700003217097	35266	37.442336	-121.921526	1	\$	1,666.00
	700003218102	37334	37.42117	-121.92185	1	\$	1,666.00
	700003219004	37655	37.444813	-121.899535	1	\$	1,666.00
	700003220066	38968	37.456456	-121.90392	1	\$	1,666.00
	700003221071	31129	37.43758	-121.876	1	\$	1,666.00
	700003222076	30227	37.429005	-121.866741	1	\$	1,666.00
	700003223081	37181	37.4413666	-121.8867333	1	\$	1,666.00
	700003224086	36475	37.459909	-121.903996	1	\$	1,666.00
	700003225091	35504	37.451182	-121.900182	1	\$	1,666.00
	700003226096	38317	37.427573	-121.863779	1	\$	1,666.00
	700003227101	38940	37.428068	-121.908278	1	\$	1,666.00
	700003228003	35767	37.412552	-121.886894	1	\$	1,666.00
	700003229008	36852	37.44152	-121.8931	1	\$	1,666.00
	700003230070	36918	37.443027	-121.88492	1	\$	1,666.00
	700003231075	38679	37.428922	-121.908484	1	\$	1,666.00
	700003232080	38871	37.455066	-121.906555	1	\$	1,666.00
	700003233085	30199	37.420682	-121.881685	1	\$	1,666.00
	700003234090	38556	37.415431	-121.914296	1	\$	1,666.00
	700003235095	38988	37.443002	-121.894439	1	\$	1,666.00
	700003236100	38651	37.42409	-121.86554	1	\$	1,666.00
	700003237002	31893	37.44013	-121.87379	1	\$	1,666.00
	700003238007	40099	37.44	-121.9	1	\$	1,666.00
	700003239012	39802	37.449453	-121.91652	1	\$	1,666.00
	700003240074	37073	37.413956	-121.892705	1	\$	1,666.00
	700003241079	36736	37.4127	-121.90187	1	\$	1,666.00
	700003242084	39758	37.436721	-121.879707	1	\$	1,666.00
	700003243089	41388	37.40873	-121.8962	1	\$	1,666.00
	700003274003	38268	37.41324	-121.90445	1	\$	1,666.00
	700003275008	39808	37.43988	-121.89979	1	\$	1,666.00
	700003276013	35535	37.438847	-121.894952	1	\$	1,666.00
	700003277018	38924	37.42479	-121.88165	1	\$	1,666.00
	700003278023	38233	37.42356	-121.88109	1	\$	1,666.00
	700003279028	38333	37.44637	-121.91129	1	\$	1,666.00
	700003280090	39814	37.407982	-121.902982	1	\$	1,666.00
	700003294011	39809	37.449134	-121.899508	1	\$	1,666.00
	700003295016	38853	37.436033	-121.887466	1	\$	1,666.00
	700003296021	39766	37.456739	-121.907738	1	\$	1,666.00
	700003297026	30131	37.43215	-121.89307	1	\$	1,666.00
	700003298031	31647	37.41954	-121.8772	1	\$	1,666.00
	700003300098	38332	37.447817	-121.88691	1	\$	1,666.00
	700003301000	38794	37.44714	-121.88425	1	\$	1,666.00
	700003302005	38827	37.42975	-121.87241	1	\$	1,666.00
	700003303010	38781	37.42512	-121.87104	1	\$	1,666.00
	700003304015	39899	37.4338	-121.8651	1	\$	1,666.00
	700003305020	38759	37.41851	-121.86955	1	\$	1,666.00
	700003306025	38922	37.4481	-121.90454	1	\$	1,666.00
	700003307030	38656	37.449547	-121.888213	1	\$	1,666.00
	700003308035	30197	37.427433	-121.920904	1	\$	1,666.00
	700003309040	38889	37.4285	-121.87206	1	\$	1,666.00
	700003340011	38785	37.44567	-121.8957	1	\$	1,666.00
	700003341016	30222	37.4315	-121.86515	1	\$	1,666.00
	700003342021	38816	37.43414	-121.88635	1	\$	1,666.00
	700003343026	35350	37.44431	-121.8845	1	\$	1,666.00

Milpitas WiFi Network Asset List

Part Description	Asset Tag	Serial No	Latitude	Longitude	Total	Std Cost	Item \$ subtot
	700003400035	36964	37.430565	-121.881942	1	\$	1,666.00
	700003401040	39849	37.43036	-121.86926	1	\$	1,666.00
	700003402045	38295	37.46077	-121.89828	1	\$	1,666.00
	700003403050	38735	37.426042	-121.866766	1	\$	1,666.00
	700003404055	38749	37.43633	-121.91101	1	\$	1,666.00
	700003405060	35734	37.42768	-121.8668	1	\$	1,666.00
	700003406065	38327	37.42793	-121.8894	1	\$	1,666.00
	700003407070	38337	37.43715	-121.8716	1	\$	1,666.00
	700003408075	38734	37.43996	-121.8767	1	\$	1,666.00
	700003409080	38713	37.447476	-121.913907	1	\$	1,666.00
	700003410039	38861	37.432453	-121.878233	1	\$	1,666.00
	700003411044	38338	37.42912	-121.86361	1	\$	1,666.00
	700003412049	30137	37.4125	-121.91088	1	\$	1,666.00
	700003413054	38796	37.42988	-121.91068	1	\$	1,666.00
	700003414059	38276	37.45351	-121.90593	1	\$	1,666.00
	700003415064	39774	37.43905	-121.8779	1	\$	1,666.00
	700003416069	38967	37.457023	-121.901037	1	\$	1,666.00
	700003417074	30235	37.43969	-121.890384	1	\$	1,666.00
	700003418079	38964	37.431535	-121.914746	1	\$	1,666.00
	700003419084	38921	37.449965	-121.89467	1	\$	1,666.00
	700003420043	31728	37.430486	-121.879837	1	\$	1,666.00
	700003421048	35850	37.443646	-121.910928	1	\$	1,666.00
	700003422053	38873	37.431067	-121.885312	1	\$	1,666.00
	700003423058	38802	37.441957	-121.902529	1	\$	1,666.00
	700003424063	36725	37.431365	-121.868535	1	\$	1,666.00
	700003451060	38897	37.46217	-121.8989	1	\$	1,666.00
	700003452065	40019	37.43409	-121.9172	1	\$	1,666.00
	700003453070	38933	37.446816	-121.907734	1	\$	1,666.00
	700003454075	30528	37.44389	-121.913898	1	\$	1,666.00
	700003455080	31750	37.445346	-121.900438	1	\$	1,666.00
	700003456085	31697	37.46579	-121.89813	1	\$	1,666.00
	700003458095	38180	37.44035	-121.9019	1	\$	1,666.00
	700003459100	38862	37.4504	-121.90575	1	\$	1,666.00
	700003460059	38992	37.413515	-121.907325	1	\$	1,666.00
	700003461064	39872	37.455688	-121.91722	1	\$	1,666.00
	700003462069	38141	37.460964	-121.905507	1	\$	1,666.00
	700003463074	38500	37.43882	-121.89102	1	\$	1,666.00
	700003464079	38330	37.444805	-121.906707	1	\$	1,666.00
	700003465084	39873	37.44418	-121.9041	1	\$	1,666.00
	700003487102	39890	37.41048	-121.908275	1	\$	1,666.00
	700003488004	37664	37.422982	-121.867225	1	\$	1,666.00
	700003489009	38983	37.434739	-121.915181	1	\$	1,666.00
	700003490071	35709	37.4421	-121.90487	1	\$	1,666.00
	700003491076	39922	37.422844	-121.893265	1	\$	1,666.00
	700003492081	39869	37.446333	-121.904377	1	\$	1,666.00
	700003493086	39762	37.423188	-121.912039	1	\$	1,666.00
	700003494091	39896	37.462405	-121.907447	1	\$	1,666.00
	700003495096	39910	37.42542	-121.87567	1	\$	1,666.00
	700003496101	35562	37.422444	-121.918478	1	\$	1,666.00
	700003497003	38872	37.451669	-121.913991	1	\$	1,666.00
	700003498008	38913	37.409794	-121.904321	1	\$	1,666.00
	700003499013	30418	37.422735	-121.873923	1	\$	1,666.00
	700005894081	45446	37.40112	-121.91438	1	\$	1,666.00
	700015760009	45889	37.4437666	-121.877666	1	\$	1,666.00
	700015762019	44373	37.42817	-121.87881	1	\$	1,666.00
	700015798061	44380	37.4494	-121.9143	1	\$	1,666.00
	700015799066	45169	37.416956	-121.902619	1	\$	1,666.00
	700015800025	45280	37.42641	-121.8765	1	\$	1,666.00
	700015892071	45726	37.40868	-121.90934	1	\$	1,666.00
	700015893076	45496	37.4214	-121.9224	1	\$	1,666.00
	700015895086	45882	37.41207	-121.90604	1	\$	1,666.00
Hot Zone 5210; Variable Power; 7.4dBi omni antennas Total					293		\$ 488,138.00
							\$ 787,875.34

Exhibit 1.1(c)

Certain SSIDs for Network

EMNMilpitas

Exhibit 1.5(a)

Transaction Documents

1. Network Agreement, with Addendum and related documents, dated as of March 21, 2006, by and between EarthLink, Inc. and City of Milpitas, California.

NETWORK AGREEMENT

THIS NETWORK AGREEMENT, dated for purposes of identification only this 21st day of MARCH, 2006 ("Effective Date") is entered into between the CITY OF MILPITAS, a municipal corporation ("Milpitas" or "City") and EARTHLINK, INC., a corporation of the State of Delaware ("EarthLink").

RECITALS

WHEREAS, Milpitas offered the use of identified City infrastructure, to accomplish a City-wide wireless network; and

WHEREAS, following evaluation and negotiation, EarthLink was deemed a qualified provider by the City; and

WHEREAS, EarthLink desires to provide its Services in Milpitas and, in order to do so desires to mount, install, operate and maintain certain equipment in areas approved by Milpitas in accordance with the Plans and Specifications on certain streetlight poles and traffic signal poles, and utilize Milpitas fiber to connect certain radio antennas to its Internet point of presence, all in accordance with the terms, provisions and conditions contained in this Agreement ("Network"); and

WHEREAS, Milpitas desires to have the Services provided by EarthLink available for use by Milpitas and its citizens, businesses and guests in accordance with the terms, provisions, and conditions contained in this Agreement; and

WHEREAS, capitalized words will have the meaning defined in the attached Exhibit A: "Definitions" and in the body of this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS SET FORTH IN THE RECITALS ABOVE AND AS FOLLOWS:

1. **TERM OF AGREEMENT** — The Term of this Agreement shall be for ten (10) years and will automatically renew for two additional renewal terms of five (5) years each unless notice of non-renewal is timely given in the manner hereinafter provided (collectively "Term"). EarthLink may give written notice of non-renewal to Milpitas at least six (6) months prior to the end of the original term or a renewal term. Milpitas may give written notice of non-renewal to Earthlink at least twelve (12) months prior to the end of the original term or a renewal term but only if there has been a substantial and continuing failure by EarthLink to satisfy the mutually agreed upon material benchmarks for speed, coverage and reliability as set forth in the then-applicable service level agreements ("Benchmarks") over a period of at least two (2) years (without EarthLink making good faith efforts to cure) and after receipt of such notice EarthLink fails to materially improve the services so that they are provided in

substantial compliance with the material Benchmarks prior to the effective renewal date.

2. PLANS AND SPECIFICATIONS — EarthLink will obtain from Milpitas approvals of the plans and specifications for the Network prior to any installation under this Agreement, which approval will not be unreasonably withheld or delayed unless Milpitas can establish that the proposed installation violates public safety, or any Federal, State or Local rules and regulations, or building code requirements; provided, however, that any review or comment by Milpitas shall in no way relieve EarthLink of any duties or obligations set forth in this Agreement (“Design Approval Process”). Milpitas will notify EarthLink in writing of any objection and the evidence for such objection within thirty (30) calendar days of EarthLink’s submission of any plans or specifications, provided that if Milpitas does not notify EarthLink of an objection within such thirty (30) days then Milpitas shall be conclusively deemed to have given its Approval and EarthLink shall be entitled, at its option, to proceed as described in the Plans and Specifications delivered to Milpitas. EarthLink is not obligated to expend any funds on the Network until all approvals have occurred and, including without limitation obtaining all Underlying Rights (collectively the “Approvals”) and, if any Approval is in legal dispute or revoked then EarthLink will be entitled to suspend performance under this Agreement at its option until all Approvals are reinstated or no longer in legal dispute. If Milpitas does not approve the Plans and Specifications for the Network within ninety (90) calendar days of delivery to the City, or if all Approvals are not obtained within 180 calendar days of such delivery, then EarthLink shall be entitled to terminate this Agreement without any default or any further liability or obligation by either party of any kind. The above approval process does not apply to installation of repaired or replacement equipment, Upgrades or software, unless the Upgrades include construction of antenna towers or similarly large construction. The City and EarthLink will prepare a mutually acceptable transition plan that coordinates the removal by the City of all of the equipment and wiring from the previous wireless data network (“Previous System”) with installation of the Network according to a schedule that will minimize the period of time that the Previous System is not providing service before the Network commences providing Service (“Removal Plan”). The City will promptly remove the Previous System from the Initial Coverage Area and subsequent coverage areas and re-install that equipment in locations that are mutually agreed upon by EarthLink and the City in accordance with the Removal Plan. If the City has not yet removed the Previous System equipment on a street light on which EarthLink intends to install the Network equipment, or on a street light located nearby, by the time required in the Removal Plan then solely at its discretion, EarthLink and its contractors shall be entitled, but not obligated, to remove the Previous System equipment on such Pole and deliver that equipment to the City, all at Earthlink’s expense. If any equipment is on the street lights that EarthLink intends to install its equipment on and such other equipment is no longer entitled to remain on the street light (“Unauthorized Equipment”) then EarthLink is entitled, but not obligated, to remove the Unauthorized Equipment from such street lights and deliver it to the City, all at Earthlink’s expense.

3. SCHEDULE OF PERFORMANCE — All work to be performed under this Agreement may be commenced and completed in accordance with the time schedule set forth in EXHIBIT "C", entitled Schedule of Performance and coordinated through the Milpitas representative assigned to this Agreement, subject to delays caused by Milpitas or any other third party, provided that all parties understand these schedules are estimates and failure to follow a schedule will not be cause for a default, Major Default or termination of this Agreement. If the performance is delayed then EarthLink will not be in default hereunder for as long as EarthLink continues to take all commercially reasonable actions to correct any delay or failure to comply with the Schedule of Performance.

4. DESCRIPTION OF WORK — During the Term of this Agreement, EarthLink is authorized to mount, install, operate, repair and maintain at EarthLink's sole cost and expense, equipment, radios and antennas, or such other comparable equipment ("Equipment") on sites and property pre-approved by City in the Design Approval Process. Subject to Milpitas's prior approval, which will not be unreasonably withheld or delayed, and all applicable Federal, State, and local ordinances, laws and regulations EarthLink may use streetlight poles and traffic signal poles located within all of the public rights of way owned by Milpitas together with the traffic signals and street lights owned by Milpitas ("Poles") in accordance with the Plans and Specifications and Schedule of Performance in order to provide the services contemplated by this Agreement. Such Equipment shall be initially installed in the area shown on Exhibit D ("Initial Coverage Area") and in the other areas of the City, if any, that EarthLink later determines. EarthLink is entitled to mount Equipment and Upgrades on Poles in any part of the City and to increase or decrease the number of Poles containing Equipment from time to time as determined by EarthLink. For the Term of this Agreement, EarthLink is authorized to use public rights of way owned by Milpitas for access to Poles owned by the City to which communications equipment is or will be attached pursuant to this Agreement. Such access shall be twenty-four (24) hours per day, every day, subject to applicable restrictions and regulations relating to traffic, noise, public safety and other requirements. Upon completion of each task, installation and phase of work to be performed under this Agreement, EarthLink shall promptly restore all work site areas to a clean and safe condition as described in the Statement of Work. Milpitas will cooperate with EarthLink to identify City-owned streetlight poles, traffic signal poles and streetlight arms to be used for the Network. If the City refuses to provide the necessary rights to City assets in any location, then EarthLink will be entitled to use other Poles that are close to that location. EarthLink's ability to provide the Network is dependent upon EarthLink's obtaining the Underlying Rights from the City and all applicable third parties. EarthLink will not be in default for any failure to provide the coverage level originally set forth in the Plans and Specifications. EarthLink may expand and upgrade the Services in any way that improves or enhances the Services ("Upgrades"). Installation of the Upgrades does not require approval or further permits from the City as long as the Upgraded Equipment is not substantially more burdensome in terms of weight. EarthLink shall give the City notice of Upgrades.

The City will not permit another party to install equipment on the same street light or Pole as EarthLink. The City will obligate all third parties that are installing devices on the Poles to not physically block the Equipment of EarthLink and to cooperate in reducing radio interference. The City will not, subsequent to approving EarthLink's use of a Pole, authorize other persons or entities to place radio devices on or near a Pole if such additional radio device(s) will cause radio frequency interference or physical interference with the operation of the EarthLink Equipment.

5. **WORK SCHEDULE DELAYS** – If Milpitas requests a delay in performance of the installation by EarthLink and its contractors then such delay shall not be unreasonable in length and all Milestones and deadlines shall be extended by the same number of days as the number of days in the delay.
6. **AUTHORIZATIONS OBTAINED BY MILPITAS** - Milpitas represents and warrants, to the best of its actual knowledge that all Poles identified in the Coverage Areas are owned by Milpitas, including the lights and signals attached thereto, and Milpitas has the full authority and right to grant to EarthLink and its successors the rights for Pole attachments set forth herein. Milpitas grants to EarthLink all other authorizations and rights and easements and other Underlying Rights to Milpitas owned poles appropriate for EarthLink to perform the installation and maintenance of the Network as described in this Agreement. EarthLink will not mount, install, operate, repair or maintain any radio or antenna on any property of Milpitas, except as expressly authorized by and in strict compliance with this Agreement. EarthLink will not install its Equipment on decorative street lights or on street lights that will soon be replaced with decorative street lights. The City shall disclose to EarthLink the location of all decorative street lights and the future plans for installing decorative street lights. The City will provide alternative mounting locations for EarthLink in areas containing decorative street lights.
7. **ADDITIONAL SERVICES** – EarthLink is authorized, without obtaining further City Council approval or signing another agreement, at its option, to use fiber optic communications facilities of the City for the Network and in support of the Network to the extent EarthLink so elects for the charge that is described on Exhibit D or such other charges as are mutually agreed upon by the City Manager and EarthLink in an addendum signed in the future. EarthLink shall also be entitled, without obtaining further City Council approval or signing another agreement, at its option, to implement rooftop antennae installations on buildings, sites, towers and structures of the City to install and maintain radios and antennae and other equipment for the Wireless Network at any of the locations described in the attached Exhibit D for the rental and other charges (including all charges for space for telecommunications equipment and electrical power) for every building rooftop or structure site and every tower (regardless of the number of antennae or radios installed by Earthlink on that building, site, tower or structure) that are set forth on Exhibit D and also those additional buildings, sites, towers and structures described in future addenda to this Agreement signed by EarthLink and the City Manager of Milpitas for a rental rate on substantially equivalent terms and conditions as set forth herein or as mutually agreed

by both parties. If EarthLink requests, the City agrees to permit collocation of equipment, including without limitation the rights to cage and protect the equipment and the right to penetrate the roof to connect the equipment and the antennae, on terms that are described on Exhibit D. If EarthLink desires to utilize the services of the engineering personnel of the City then the parties will specify the terms of such services in a separate agreement that is mutually acceptable to both parties and is fully signed on paper by authorized officers of each party. Otherwise EarthLink will not owe payments to the City for any services of City personnel.

8. AVAILABILITY – Milpitas receives electric utility service from Pacific Gas Electric Corporation (PG&E) to provide power to all of the City’s traffic signals, street lights and Poles 24 hours a day, every day. To the best of Milpitas’s knowledge, the relatively few street lights which are not supplied power 24 hours per day are not suitable for EarthLink’s use under this Agreement and EarthLink will not be required to offer service coverage in areas containing such street lights without electricity 24 hours per day. Milpitas cannot and will not guarantee an uninterrupted supply of power, nor can it guarantee the quality of power provided by PG&E. Notwithstanding anything to the contrary, EarthLink’s performance under this Agreement in the Initial Coverage Area require an adequate supply of electricity 24 hours per day every day. EarthLink shall not be deemed to be in default during such time and in such areas as are directly affected by the lack of power. Milpitas shall not be responsible for any payment or payments to PG&E or any other electricity provider of electrical usage by EarthLink, regardless of whether an agreement to supply the necessary electrical power is executed between Milpitas and PG&E or Earthlink and PG&E or if the obligation to pay is passed through the City to EarthLink through an agreement between the City and PG&E; EarthLink shall be responsible for all payments for use of electrical power, including but not limited to power usage, metering and any other electric utility services required for the operation of the wireless network. The obligations of EarthLink hereunder are conditioned on EarthLink obtaining electrical service upon terms and electrical rates that are reasonably satisfactory to EarthLink or, at the option of EarthLink the City agreeing to provide electricity through the City for sums equal to a flat rate negotiated between EarthLink and the City for the cost of the electrical consumption of EarthLink’s equipment being served that is in an amount that is acceptable to EarthLink (“Electrical Service”). If Milpitas or EarthLink does not obtain from PG&E an agreement to provide such Electrical Service during the term of this Agreement then EarthLink is entitled at any time prior to obtaining such an Agreement to terminate this Agreement and all obligations to continue providing the implementation of Network services hereunder. EarthLink may continue to implement the Network without waiving this condition and the right to terminate as provided above.
9. STEERING COMMITTEE — EarthLink and the City will form a steering committee to establish and manage the Network. The steering committee will be comprised of the City Manager (or his designee) and representatives of Milpitas appointed by the City Manager (or his designee) and an equal number of representatives named by

EarthLink (collectively the "Steering Committee"). At least two of the City's representatives and two of Earthlink's representatives must be present at any meeting (by phone or in person) to constitute a quorum and allow for any business of the Steering Committee to be conducted.

10. **MARKETING COOPERATION** – EarthLink shall be responsible for marketing and administering the operations of the Network. Milpitas shall cooperate in marketing, advertising and promotional plans, schedules and materials regarding the Network in accordance with a mutually agreed upon marketing plan. EarthLink and Milpitas shall work jointly and in cooperation to make the public aware of services enabled by the Network to the extent possible under local ordinances, laws and regulations.

11. **PERMITS, FEES AND DEPOSITS** — EarthLink and Milpitas will cooperate and assist each other in performing the following and any delay arising from the other party shall permit the delayed party an extension equal to the period of delay:

- a. Obtain all applicable permits as required for EarthLink to comply with applicable laws, regulations and ordinances in a manner that will not impact EarthLink's deployment of the Network.
- b. Pay to Milpitas all applicable deposit fees, permit fees and other fees or amounts required, provided such fees and charges are not higher than the lowest of such fees and charges actually charged to any others.
- c. Pay the fees and charges described on the attached Exhibit E.
- d. As provided in Section 8 of this Agreement EarthLink shall be responsible for the payment of all electricity consumption fees required for the operation of the wireless network.
- e. Milpitas shall have the option to use the Network during the Term of this Agreement in accordance with the terms specified in the attached Exhibit E. Notwithstanding the foregoing, in lieu of payment of pole attachment fees, Milpitas and EarthLink have agreed to substitute goods and services as provided on the attached Exhibit E.
- f. Milpitas will not impose inspection requirements that would delay EarthLink's deployment schedule of the Network.

12. **WORK STANDARDS** — EarthLink agrees to perform the Services in accordance with all applicable ordinances, laws and regulations, including all traffic laws and regulations (including, without limitation, those set forth as California DOT standards) and in accordance with the Statement of Work, Plans and Specifications and Schedule of Performance. EarthLink shall comply with all applicable laws, ordinances and regulations. EarthLink shall use commercially reasonable efforts to

notify affected residents, property owners and businesses prior to commencement of work that could affect the quiet enjoyment of their property. EarthLink acknowledges that Milpitas has made no warranties, guarantees or representations regarding the fitness, safety, or suitability of any of Milpitas's property for the installation of EarthLink's equipment or for this Network and that any performance of work or costs incurred by EarthLink or provision of Services contemplated under this Agreement by EarthLink is at EarthLink's sole risk. Further, EarthLink's work under this Agreement shall be fully in compliance with the requirements set forth in Exhibit F.

13. REMOVAL OF EQUIPMENT— Unless Milpitas and EarthLink enter into an agreement that provides otherwise, upon the expiration, completion or earlier termination of the Term of this Agreement, EarthLink shall promptly, safely and carefully remove all radio antennas installed by EarthLink from all Milpitas property and return Milpitas property to the condition in which the property existed immediately prior to EarthLink's installation. EarthLink acknowledges and agrees that it bears all risk of loss or damage of its equipment and materials installed on Milpitas property or in Milpitas's public rights of way, except for damages arising from the negligence or wrongful acts of Milpitas or its employees, agents or contractors. The removal shall be according to a mutually agreed upon schedule over a time period that shall not exceed six (6) months from the expiration, completion or earlier termination of the Term of this Agreement.
14. RELOCATION OF NETWORK – Milpitas may from time to time require EarthLink to remove or relocate a Network element, and EarthLink shall, at Milpitas's direction, remove or relocate the specified piece of equipment upon a request from Milpitas based on the specific configuration or re-configuration of the right of way or roads in the right of way, e.g. a removal or relocation caused by widening of the road, provided that where a removal or relocation is required the City will provide a suitable alternative for EarthLink to re-locate the equipment of EarthLink. Notwithstanding the above, such removal or relocation shall only apply to the Pole that is directly affected by the configuration or re-configuration of the right of way and shall not permit the removal or relocation of any other Equipment on other Poles. Milpitas shall notify EarthLink immediately of any Underlying Rights known to Milpitas related to the Milpitas owned assets that may interfere with the Network or EarthLink's obligations in connection with this Agreement. Upon the expiration, non-recognition or other termination of an Underlying Right that is necessary in order to grant, continue or maintain an Underlying Right required for any portion of the Network or provision of the Services, Milpitas will notify EarthLink in writing, and Milpitas shall use commercially reasonable efforts to obtain a renewal of the Underlying Right.
15. PAYMENT OF TAXES — EarthLink will pay all taxes applicable. Milpitas will not enact any taxes that would apply only to the Network or EarthLink. EarthLink will pay any and all taxes which may be levied against EarthLink by any tax authority.

16. **INDEPENDENT CONTRACTOR** — EarthLink, in the performance of the work and Services agreed to be performed pursuant to this Agreement, shall act as and be an independent contractor and not an agent or employee of Milpitas. EarthLink shall have the discretion to operate the Network as EarthLink determines provided that such operation shall at all times be in accordance with the requirements of this Agreement and any and all applicable Federal, State and local laws, statutes, rules, regulations and ordinances.
17. **FORCE MAJEURE** - Neither party shall be responsible for any of its obligations under this Agreement prevented or delayed by reasons which are not reasonably foreseeable and not reasonably avoidable, including Acts of God, floods, fires, hurricanes, tornadoes, earthquakes or other unavoidable casualty, acts of public enemy, insurrection, war, riot, sabotage, epidemic, strike or other labor disputes, freight embargoes, shortages or unavailability of materials or supplies, delays or restrictions due to governmental action, unusually severe weather conditions, concealed and unknown conditions below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in construction work or which are not reflected on current maps or drawings of underground conditions, or wrongful physical obstruction by any Person at any installation site ("Force Majeure Event"). The time within which any obligation must be performed under the terms of this Agreement shall be extended for a reasonable period to be determined jointly by the City and EarthLink where timely performance is prevented due to a Force Majeure Event. EarthLink or the City shall promptly notify the other party of any Force Majeure event described in this Section and, in such notice, shall indicate the anticipated extent of such delay and shall indicate whether, and to what extent, if any, the delayed party anticipates that such event shall affect the timely performance of such party's obligations under this Agreement.
18. **ASSIGNABILITY** — Neither party shall have the right to assign or otherwise transfer this Agreement, in whole or in part, without the prior, written consent of the other party which consent shall not be unreasonably withheld, provided that after the Network is operating then EarthLink shall be entitled to transfer the Network and its operations to entities in the future and further provided that EarthLink may freely assign this Agreement, in whole but not in part, in connection with a sale of all or substantially all of its assets or stock, or a merger or other corporate reorganization. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. In addition, EarthLink shall have the right to subcontract Services to its business partners that perform services.
19. **INDEMNIFICATION** — As respects bodily injury, death, personal injury, or third-party property damage, EarthLink agrees to indemnify, defend with counsel to whom Milpitas does not have reasonable objections, and hold harmless Milpitas, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with EarthLink's (or EarthLink's contractors' or subcontractors', if any) (i) acts, errors, omissions, or

unsafe acts, or (ii) work performed by, or on behalf of, EarthLink, relative to this Agreement; except to the extent those Claims arise out of the gross negligence or willful misconduct of Milpitas. As respects any damage or loss which does not arise out of bodily injury, death, personal injury, or third-party property damage, EarthLink agrees to indemnify, defend with counsel approved by Milpitas, and hold harmless Milpitas, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with EarthLink's (or EarthLink's contractors' or subcontractors', if any) negligent or wrongful performance under this Agreement; except to the extent that such Claims arise out of the gross negligence or willful misconduct of Milpitas. The obligations set forth in this Indemnification provision (i) shall be in effect without regard to whether or not Milpitas, EarthLink, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement. Nothing herein shall prevent EarthLink's insurer(s) from satisfying EarthLink's obligations under this Section.

20. OWNERSHIP – EarthLink shall retain title to the Network and each device and components thereof. No portion of the Network shall become a fixture unless EarthLink expressly agrees otherwise in writing. Milpitas may access and use the Network as described in the Subscriber Access Agreement executed by Milpitas and EarthLink. Milpitas shall not gain any ownership rights in or to the Network, in whole or in part. In no event will Milpitas translate, modify, disassemble, or reverse engineer the Network or create derivative works based on any portion of the Network or the Design Control Documents or authorize or permit others to do so. The foregoing in no way limits, restricts or in any way applies to systems, operations or networks developed by City, its contractors or subcontractors for the benefit of City operations.
21. INSURANCE – EarthLink will procure and maintain, at its sole cost and expense, insurance coverage with insurance companies possessing an *A. M. Best's* rating of A-VII or higher that satisfies or exceeds the below minimum:
 - a. Workers Compensation and Employers Liability
 - Workers Compensation: Statutory limits
 - Employers Liability: \$1,000,000 each Accident - Bodily Injury by Accident; \$1,000,000 Each Employee - Bodily Injury by Disease; and \$1,000,000 Policy Limit - Bodily Injury by Disease.
 - b. Commercial General Liability Insurance
 - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. Also Contractor has a \$1,000,000 umbrella/excess liability policy that is on top of the above coverage. Contractor is entitled to allow a combination of primary and excess policies to meet these requirements.

- Coverage: Premises liability; Contractual liability; Personal and Advertising Injury liability; Products and Completed Operations;
- c. Commercial Automobile Liability
- Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - Coverage: Owned, non-owned and hired vehicles.
- d. Umbrella or Excess Liability
- Limit of liability: \$1,000,000 per occurrence

EarthLink will submit, at the City's request, certificates of insurance. Also, in the event that (i) a claim is filed against the City, or its officers, employees, agents, or representatives, for which the City believes, in good faith, there may be coverage under an insurance policy required by this Agreement, and (ii) the City has tendered such claim to the insurer that issued such policy, and (iii) such insurer has not agreed, within ninety (90) days, to cover such claim, including defense and indemnity, without reservation, then the City has the right to demand of EarthLink, and to receive within thirty (30) days, a copy of such insurance policy.

EarthLink may obtain any part or all of the insurance policies required under this Section with a deductible or self-insured retention chosen by EarthLink, or by a combination of primary and excess policies, without the prior written approval of the City or any other entity. If at the time of commencement of the work under this Agreement, EarthLink self-insures its workers' compensation or automobile liability, EarthLink may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State letter of approval, whichever is appropriate.

The parties agree the insurance (including self-insurance) requirements of this Section are not intended to, and do not, (a) expand or limit the indemnifications made in this Agreement by EarthLink to the City, or (b) expand or limit Earthlink's liability to the City as provided in this Agreement.

3. TERMINATION — This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party of the existence of a Major Default by such other party, if such Major Default is not cured within such ninety (90) day cure period. "Major Default" means that the defaulting party has failed to comply with a material provision of this Agreement that has not been cured within the applicable cure period described above, provided that such ninety (90) day cure period shall be extended for so long as EarthLink is diligently pursuing a correction for such Major Default and Milpitas shall, after the end of such cure period engage in the Dispute Resolution Process described below in Section 37 before terminating this Agreement and in all events this Agreement shall not be deemed terminated for a Major Default unless a court of competent jurisdiction has issued a final order that the defaults of defaulting party do in fact constitute a Major Default that was not cured within the applicable cure period, as extended above. If the Dispute Resolution Process results in agreement between the parties that there is a plan to cure the Major Default that will be in the best interests of all parties then prior to terminating this Agreement both parties shall exercise reasonable efforts to implement such plan in accordance with such terms as the parties have agreed upon. Milpitas acknowledges that the requirements of this Section are to protect the substantial investment of EarthLink represented by installing the Network at the cost of EarthLink, which would be

substantially lost if this Agreement was terminated. Neither the City nor EarthLink should be considered in Major Default of this Agreement for any failure if the failure is caused in whole or in part by the failure of another party or by an act or omission of a third party, provided the defaulting party continues to diligently pursue correcting the Major Default.

23. GOVERNING LAW — This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to the conflict of law provisions thereof. Any action brought relating to the interpretation or enforcement of this Agreement may be brought in any court located in Santa Clara County, California, or the Federal Court for the Northern District of California.

24. COMPLIANCE WITH LAWS — EarthLink will comply with all applicable laws, ordinances and regulations as set forth anywhere in this Agreement. Milpitas agrees to facilitate the process of approvals by departments of Milpitas so that additional costs or delays do not occur.

25. APPROVAL — If the approval or consent of any party is required under this Agreement, such approval or consent may only be given in writing, and shall not be unreasonably withheld or delayed.

26. WAIVER - The failure of a Party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty. The headings preceding the text of articles and sections included in this Agreement and the headings to exhibits and schedules attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. Unless otherwise indicated, words describing the singular number shall include the plural and vice versa, and words denoting each gender shall include the other gender and words denoting natural persons shall include corporations and partnerships and vice versa. The use of the terms "including" or "includes" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Unless otherwise indicated, references to articles, sections, subsections, exhibits or schedules shall refer to those portions of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

27. BOOKS AND RECORDS — EarthLink shall maintain any and all records as agreed to by the parties in signed paper writing and as required by law.

28. CONFLICT OF INTEREST — Milpitas and EarthLink shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.
29. RESERVATION OF RIGHTS — This Agreement grants EarthLink the right to use the Poles owned by Milpitas in the manner provided herein, including all Milpitas owned streetlights and traffic signals, for Wireless Broadband Internet services during the Term to mount approved devices as set forth herein for use in connection with creating and maintaining a broadband wireless Internet network. Except as provided herein, Milpitas and EarthLink agree that nothing contained in or contemplated by this Agreement is intended to confer, convey, create or grant to EarthLink any perpetual real property interest in any Milpitas property or in any of Milpitas's public rights of way or easements. Except as provided herein, Milpitas and EarthLink agree that nothing contained in or contemplated by this Agreement is intended to confer, convey, create or grant to Milpitas any interest in any of EarthLink's tangible or intangible property or intellectual property.
30. LIMITATION OF LIABILITY — THE PARTIES EXPRESSLY AGREE THAT EARTHLINK SHALL NOT BE LIABLE TO MILPITAS FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL THEORY OR BASIS FOR SUCH CLAIM. EarthLink shall not be liable to Milpitas for direct damages in an amount in excess of the amounts received by EarthLink for the Network during the immediately preceding twelve (12) months, except that this sentence shall not apply to, or diminish EarthLink's responsibility for, any bodily injury, death, personal injury, or damage to the property of a person not a party to this Agreement, including, without limitation, the injury to, death of, or personal injury to any person or persons working for, or on behalf of, EarthLink or EarthLink's contractors or subcontractors, if any.
31. NO WARRANTIES — THE ONLY WARRANTIES CONCERNING THE SERVICES, SYSTEM AND OTHER DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE THOSE CONTAINED HEREIN, AND ARE MADE FOR THE BENEFIT OF MILPITAS ONLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. EARTHLINK ALSO SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS RELATED TO THE INTERNET; SECURITY-RELATED FEATURES OF THE SYSTEM AND/OR SERVICES CANNOT GUARANTEE COMPLETE SECURITY VIA THE INTERNET OR WIRELESS SERVICES AND EARTHLINK SHALL NOT BE LIABLE FOR BREACHES OF SUCH SECURITY OR ANY OTHER RELATED WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, INTERNET FUNCTION AND/OR PERFORMANCE WARRANTIES. EARTHLINK SHALL HAVE NO

LIABILITY FOR THE CONDUCT OF SUBSCRIBERS USING OR ACCESSING THE SYSTEM OR SERVICES.

32. CONFIDENTIALITY - Except as permitted by this Agreement, neither party will use the Confidential Information of the other. Each party will use reasonable efforts, to the extent it does for its own proprietary and confidential information of like nature, to prevent any Confidential Information of the other party from being disclosed to third parties except as set forth in this Agreement or as authorized by a party in writing. "Confidential Information" will mean a party's trades secrets under applicable law and also the proprietary and confidential information disclosed to the other party. Milpitas acknowledges that all information concerning EarthLink, its business plans, proprietary rights, Subscribers, customers and suppliers will be deemed Confidential Information of EarthLink, whether or not marked "CONFIDENTIAL", and will not be used or disclosed by Milpitas except in the proper performance of its obligations imposed by law or under this Agreement. EarthLink acknowledges that the City of Milpitas is bound by the California Public Records Act which provides for the mandatory disclosure of certain
- CONFIDENTIALITY - Except as permitted by this Agreement, neither party will use the Confidential Information of the other. Each party will use reasonable efforts, to the extent it does for its own proprietary and confidential information of like nature, to prevent any Confidential Information of the other party from being disclosed to third parties except as set forth in this Agreement or as authorized by a party in writing. "Confidential Information" will mean a party's trades secrets under applicable law and also the proprietary and confidential information disclosed to the other party. Milpitas acknowledges that all information concerning EarthLink, its business plans, proprietary rights, Subscribers, customers and suppliers will be deemed Confidential Information of EarthLink, whether or not marked "CONFIDENTIAL", and will not be used or disclosed by Milpitas except in the proper performance of its obligations imposed by law or under this Agreement. EarthLink acknowledges that the City of Milpitas is bound by the California Public Records Act which provides for the mandatory disclosure of certain records to the public upon request. Any disclosure by the City pursuant to the California Public Records Act shall be exempt from the provisions of this paragraph. This paragraph will not apply to any information which: (A) is or becomes public knowledge through no wrongful act of the receiving party; (B) is already known to the receiving party without obligation of confidentiality; (C) is rightfully obtained by the receiving party from any third party without similar restriction and without breach of any obligation owed to the disclosing party; (D) is independently developed by the receiving party; (E) is furnished to a third party by the disclosing party without a similar restriction on the third party's rights; (F) is disclosed pursuant to a lawful requirement or request of a governmental agency; (G) is approved for release by written authorization of the disclosing party; or (H) is disclosed in an enforcement or defense in a court of law pursuant to this Agreement or as is appropriate to assert and protect the rights of either party. Despite the restrictions of this paragraph, EarthLink will be entitled to provide Milpitas's Confidential Information to third party contractors of EarthLink who have executed a written confidentiality agreement. The provisions of this

Section shall survive for any trade secret for so long as such information qualifies as a trade secret under applicable law and for three (3) years following the termination of this agreement for Confidential Information that does not rise to the level of a trade secret. Upon any termination or expiration of this Agreement or as otherwise requested in writing by the disclosing party, to the extent permitted by the law, the receiving party will return or destroy (as requested by the disclosing party) all copies of the Confidential Information provided by the other Party and certify in writing that all copies of such Confidential Information have been returned or destroyed.

33. NOTICES - Any notice, request, instruction or other document to be given hereunder by a party pursuant to this Agreement shall be in writing and shall be deemed to have been given: (a) when received if given in person or by courier or a courier service; (b) on the date of transmission if sent by telex, facsimile or other wire transmission; or (c) three (3) business days after being deposited in the U.S. mail, certified or registered mail, postage prepaid.

If to Milpitas:
City Clerk
455 E. Calaveras Blvd
Milpitas, CA 95035

With a copy to:
City Manager
455 E. Calaveras Blvd
Milpitas, CA 95035

If to EarthLink:
EarthLink, Inc.
1375 Peachtree Street
Atlanta, Georgia 30309
Attention: General Counsel

With a copy to:
EarthLink, Inc.
EarthLink Municipal Networks
General Market Manager - City of Milpitas
460 Sierra Madre Villa Ave
Mail Stop: 2A1-16
Pasadena, CA 91107

or to such other individual or address as a Party may designate for itself by notice given as herein provided.

34. PRIOR AGREEMENTS AND AMENDMENTS — This Agreement constitutes the entire agreement between the Parties. Except as set forth herein, there are no promises, representations or understandings between the parties of any kind or nature

whatsoever. Electronic communications and documents will not be sufficient to modify this Agreement however a facsimile transmission of signed paper writing is sufficient and shall be deemed to be a signed writing on paper.

35. EFFECTIVE DATE AND AUTHORITY – This Agreement shall become effective as of the Effective Date of this Agreement upon the authorized execution on behalf of both parties.

36. ADDITIONAL PROVISIONS –

A. EarthLink will retain ownership of all intellectual property rights and ownership of all documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by EarthLink or its subcontractors resulting from this Agreement. Milpitas shall not use, extend or enlarge any intellectual property produced under this Agreement unless in each case EarthLink consents in writing which such consent, as to use of maps, photographs, logos, trademarks and marketing materials, may not be unreasonably withheld by EarthLink.

B. Milpitas represents and warrants the following are, to the best of Milpitas's knowledge, and will continue to be, true, complete, correct and accurate and Milpitas agrees that the obligations of EarthLink hereunder are conditioned upon all of the following ("Conditions") being, and continuing to be, true, complete, correct and accurate:

- i. This Agreement and other agreements, easements, permits and leases as contemplated in the Proposal and this Agreement must be agreed upon by both the City and EarthLink and fully authorized and signed on paper by both parties and any other required parties within 180 days after the date of this Agreement.
- ii. As of the Effective date of this Agreement, Milpitas is not aware of any court actions, City Council ordinances or pending actions, civil actions, challenges, laws, regulations or claims asserted or threatened, that if successful, would result in EarthLink not having all of the rights to perform as described in this Proposal and this Agreement.

C. If by the day that is 180 days after the Effective Date of this Agreement the above Conditions are not satisfied in the reasonable judgment of EarthLink, then EarthLink shall be entitled to either terminate all of its obligations hereunder or continue to work with Milpitas to complete the conditions above, provided that at any time thereafter as long as the conditions are not satisfied then EarthLink can later elect to terminate.

D. Future Expansion.

EarthLink will include Upgrades and new technology to the Network it operates under this Agreement if EarthLink so elects to retain market competitiveness.

Because of the significant investment by EarthLink in the present wireless Network, EarthLink desires the opportunity to provide additional wireless broadband services to Milpitas. Therefore, if during the Term of this Agreement, Milpitas desires from time to time to consider additional wireless Internet protocol (IP) applications to serve municipal operations only ("New Network") then before Milpitas enters with any provider into any bids or contract(s) related to such New Network, Milpitas shall: (1) give EarthLink notice of such desire to implement a New Network and provide all relevant details and answer all reasonable questions of EarthLink; and (2) give EarthLink the opportunity to propose solutions and terms that build on EarthLink's Network; and (3) evaluate the modification/inclusion within this Network Agreement of the EarthLink solution(s) as the preferred approach to meeting the City's service delivery objective. The City is under no obligation to use an EarthLink proposed solution and retains the sole right to evaluate their offering with other solutions.

37. DISPUTE RESOLUTION PROCESS – Any dispute between the Parties which arises during the Term of this Agreement and which the Parties cannot then resolve shall be subject to the following administrative remedy prior to termination of this Agreement or any litigation occurring between the Parties:

A. The Parties shall attempt to resolve any controversy, claim, problem or dispute arising out of, or related to, this Agreement (a "Dispute") through good faith consultation in the ordinary course of business. In the event that the Dispute is not resolved by the project managers of the Parties, either Party may upon written notice to the other Party request that the matter be referred to the senior management official within each respective organization with express authority to resolve the Dispute ("Request for Internal Resolution"). A written Request for Internal Resolution shall be given by either Party within thirty (30) calendar days of the Parties' knowledge that the project managers were unable to resolve the Dispute. Senior management officials shall meet or confer at least once in good faith, to negotiate a mutually acceptable resolution within ten (10) business days of the Request for Internal Resolution. For the purposes of this paragraph, the designated project manager for Milpitas shall be designated by the City Manager and for EarthLink shall be the EarthLink General Market Manager. The senior management official for Milpitas shall be designated by the City Manager; and for EarthLink shall be the VP Municipal Networks. The project managers and/or senior management officials may be changed by notice given by the Party changing its personnel.

B. Notice. Project managers and senior management officials are each required to meet only once but either group may mutually agree to meet more than once if it appears that further meetings may successfully resolve the Dispute. If the Dispute is not resolved to the mutual satisfaction of the Parties by the project managers or senior management officials, then either Party may provide written notice to the other Party requesting mediation of the Dispute ("Request for Mediation"). A Request for Mediation shall not be given prior to the required meeting of the senior management officials regarding the Dispute, or at least fifteen (15) business days after the request for Internal Resolution,

whichever is earlier, and shall not be given any later than ninety (90) calendar days following the date of the first senior management officials meeting. The Request for Mediation shall set forth all of the issues that Party deems outstanding that must be submitted to mediation. The Party in receipt of the Request for Mediation shall respond within twenty (20) business days listing any issues it deems appropriate for submission to the Mediator.

C. Mediation. Any Disputes, except those for which the remedy requested is injunctive relief, shall be mediated in non-binding mediation within sixty (60) calendar days of the date on the written Request for Mediation, or the soonest date thereafter that the mediator is available.

D. Mediator. The Mediator shall not be employees or contractors for either Party or in any way have an economic interest in the success or failure of the business of either Party. If the Parties are unable to agree upon a Mediator within ten (10) business days following the date of the Request for Mediation, that matter shall be submitted to the Judicial Arbitration and Mediation Service (JAMS) which shall provide the Parties with the names of three potential Mediators. Within two (2) business days following receipt of such names, EarthLink shall strike one of the names and notify Milpitas of the name stricken. Within two (2) business days thereafter, Milpitas shall strike one of the remaining names and notify EarthLink of the name stricken. The remaining name shall be the person who shall serve as the Mediator and JAMS shall immediately be so notified and a mediation date determined.

E. Costs. The costs of mediation shall be borne by the Parties equally.

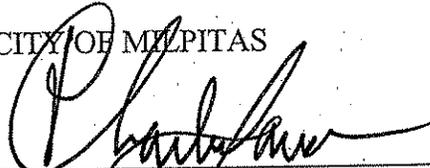
F. Condition Precedent to Filing Suit. Except for equitable remedies, including without limitation, injunctive relief and specific performance, Mediation under this section is a condition precedent to a Party filing any judicial proceedings unless either: (i) that Party has made demand for mediation and the other Party has failed or refused to engage in mediation, or (ii) such judicial proceedings are necessary to avoid the expiration of a limitations period that would otherwise bar such judicial proceedings after the end of any dispute resolution process provided herein.

G. Attorney Fees. In the event of litigation arising out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

38. ACCEPTANCE OF NETWORK AGREEMENT – Execution of this Agreement by EarthLink and the Milpitas City Manager shall constitute the acceptance of the Network Agreement.

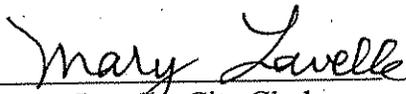
IN WITNESS WHEREOF, the Parties acknowledge and accept the terms, conditions and obligations of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF MILPITAS



Charles Lawson, City Manager

ATTEST:



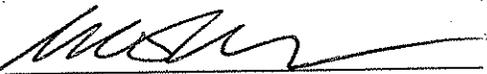
Mary Lavelle, City Clerk

APPROVED AS TO FORM:



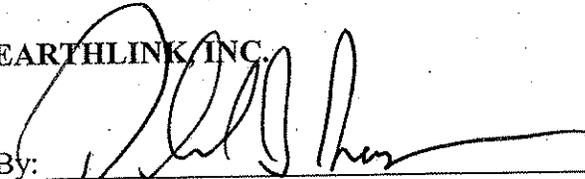
Steven T. Mattas, City Attorney

APPROVED AS TO CONTENT:



Department/Division Head

EARTHLINK, INC.

By: 

Name: Donald B. Dearman

Title: President - Municipal Networks

EXHIBITS

Exhibit A: Definitions

Defined terms not otherwise defined in this Agreement will have the meanings set forth below.

- a. "Council" or "City Council" means the City Council of Milpitas.
- b. "Deliverable(s)" means the work and result of the implementation, installation or consulting services that are provided to Milpitas under this Agreement resulting in a component of the Network or the Services.
- c. "Design Control Documents" means the documents that describe the design of the Network and location of devices in the City that is mutually agreed upon by Milpitas and EarthLink hereafter.
- d. "Party" means either of Milpitas or EarthLink.
- e. "Parties" means both Milpitas and EarthLink.
- f. "Person" means any individual natural person, firm, partnership, joint venture, entity, society, organization, club, association, trustee, trust, corporation, company or organization of any kind.
- g. "Services" includes the products and services described in any Statement of Work, including without limitation the Wireless Services made available to Subscribers, and the consulting, design, installation, implementation and maintenance services.
- h. "Schedule of Performance" means any event described in the Schedule of Performance Exhibit.
- i. "Subscribers" means any Person, including without limitation the City that subscribes and pays for the Wireless Services provided pursuant to the Network.
- j. "Subscriber Access Agreement" means the agreement EarthLink requires Subscribers to accept or agree to in order to access and utilize the Services via the Network.
- k. "Network" is defined on the first page of the Agreement, including the equipment installed by or on behalf of EarthLink in the City used to provide the Wireless Services described in this Agreement.
- l. "Underlying Rights" means all deeds, leases, easements, rights-of-way agreements, licenses, franchises, permits, grants and other rights, titles and

interests that are necessary for the construction, installation, maintenance, operation, use or repair of the Network.

- m. "Users" means the individual computers authorized by a Subscriber to access or use the Wireless Services.
- n. "Upgrades" is defined in Section 7 (Additional Services").
- o. "Wireless Services" means the services that enable a computer to communicate through a wireless network using the Network without cable or wire lines connecting the computer to the Network.

Exhibit B—Network Description

The Network shall consist of Wi-Fi nodes, a point-to-multipoint fixed wireless backhaul network, and use of terrestrial fiber optic cable and/or microwave point-to-point high capacity backhaul links and the EarthLink layer 3 backbone POP and Internet backbone connectivity.

The Wi-Fi layer shall initially be in a mesh configuration and shall include up to 45 mesh Wi-Fi router nodes and backhaul radios per square mile which shall be compatible with standard 802.11 b/g networking devices. Nothing herein shall prevent EarthLink from upgrading the network to include emerging industry standards and specifications to meet market demands.

EarthLink shall specify use of 200 mW 802.11 b/g Wi-Fi equipment with customer premises equipment designated by EarthLink in order to achieve indoor coverage.

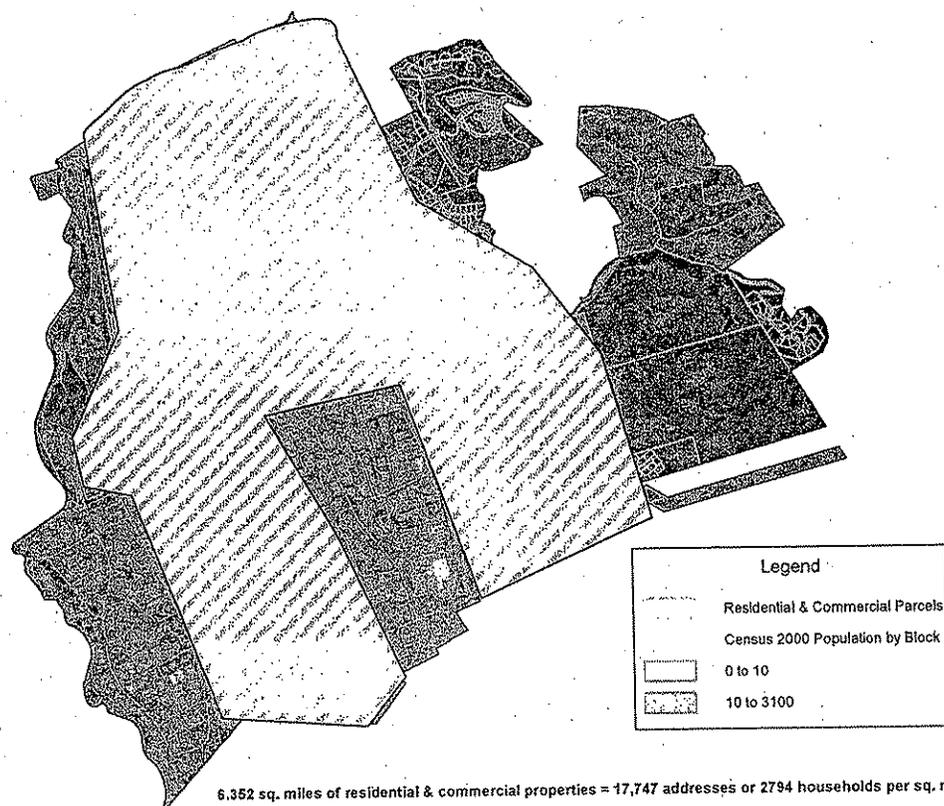
The point to multipoint backhaul connectivity shall include devices that operate in 5.7 GHz, 5.2 GHz, and 900 MHz unlicensed spectrum. EarthLink may utilize devices that operate in other unlicensed or licensed spectrum bands in order to meet the SLAs in Exhibit F and market demands.

EarthLink may upgrade the network from time to time at its sole expense in order to take advantage of technology improvements and as the consumer marketplace dictates.

Exhibit C—Schedule of Performance

1. Product Roll Out Schedule. All timelines shall be contingent on EarthLink and the City of Milpitas fulfilling their obligations in the Network Agreement. All timelines set forth in this Exhibit C are estimates that may be adjusted from time to time and EarthLink will endeavor to provide the City of Milpitas notice of such changes.
2. Statement of Work. Prior to the build out of the Milpitas Wireless Broadband Network, EarthLink shall provide for approval to the City of Milpitas, a detailed statement of work that will include specific time frames for the design and build out of the Wireless Network. It is anticipated that the detailed statement of work will include the following schedule:
 - a. Milestone One – Design Control Documents Completed – Minimum amount of time of completion will be in Month 1 and the maximum in Month 6 following execution of the Network Agreement.
 - b. Milestone Two – Network Construction Completed – 6 months following completion of the Design Control Documents – Production versions of the EarthLink Retail Wi-Fi Broadband Product, the Government Wi-Fi Broadband Product and the Occasional Use Wi-Fi Broadband Product shall be made available to the marketplace throughout the coverage area.

Exhibit D— Initial Coverage Area Map



Leases

Upon the written request of Earthlink, the City Manager will be entitled to execute without further City Council approval an addendum to this Agreement indicating that any of the following locations are being leased to EarthLink for installation of radios and antennae and collocation telecommunications equipment and associated facilities, utilities and utility rooms and enclosures. EarthLink shall be entitled, for no additional charge, penalty or terminations fee, to terminate or change any or all of the leases of such space by giving 30 days prior written notice of termination or change and for only the sums owed for such lease will be the sums due for the period prior to such termination. Security deposits and application fees will not be charged to EarthLink.

- a. City Hall roof
- b. Library roof
- c. Data Center roof and cage space inside Data Center
- d. Roof penetration at Data Center or possibly other locations
- e. Police Radio Tower
- f. Milpitas Sports Center
- g. Milpitas Community Center
- h. Milpitas Senior Center

- i. Mlpitas Library (when constructed)

LEASE RENTAL CHARGES

Rooftop (or Tower or CoLo) lease cost that is non-recurring (NRC): EarthLink shall reimburse the City for any direct expense of City caused by EarthLink's installations.

Rooftop (or Tower or CoLo) lease cost (MRC): EarthLink shall reimburse the City for any direct expense of City for electrical power, maintenance, and similar direct expenses plus a rental fee of \$300 per site per month (one \$300 charge per physical location regardless of the amount of installations and use of a rooftop and a CoLo space for installation of equipment in a protected environment).

FIBER OPTIC CHARGES

Lease Charges:

Lease charges shall depend on the total distance of fiber strands requested by EarthLink according to the regressive pricing schedule listed on Table 1 below, which may be adjusted from time to time by the City. Price discounts will be offered for terms in excess of 5 years at a rate of 12 percent per year relative to the base rates on Table 1. Terminations, Laterals and Drop Cables shall be charged to EarthLink at no more than the actual cost incurred by the City. EarthLink shall be entitled, for no additional charge, penalty or terminations fee, to terminate or change any or all of the services, connections and other aspects of the fiber optic service by giving 30 days prior written notice of termination or change and if then for only the sums owed for such services will be the sums due for the period prior to such termination. Application fees will not exceed \$50 for all service ordered by EarthLink.

Table 1: Fiber Optics Monthly Lease Rates

# of Fibers	First 3 miles price / fiber first 3 miles	4 - 20 miles price / fiber-mi.	20 + miles price / fiber-mi.
1 - 2	\$180.00	\$54.00	\$51.00
3 - 6	\$168.00	\$51.00	\$48.00
7 - 24	\$150.00	\$48.00	\$45.00
24 +	\$135.00	\$42.00	\$39.00

Exhibit E—Fees and Charges

Payments by EarthLink to the City of Milpitas:

Pole Attachment Fees

In lieu of pole attachment fees, EarthLink shall provide the City of Milpitas access to the network for Public Safety and General Government use for up to 30 accounts that are wholesale accounts for use of City employees only for the business of the City, provided that EarthLink is not obligated to provide any technical services directly to such City employees or to configure the accounts or provide email or other applications for such accounts. The public safety services will not be for mission critical systems but will be used as backup to other public safety communications systems. Milpitas and EarthLink understand and agree to use commercially reasonable efforts to reach a mutually agreeable technical solution that will provide Milpitas Public Safety users of the above described accounts with prioritization of their service and a non-broadcast SSID on the Network.

EarthLink will supply one indoor Wi-Fi router in each of the following four facilities (but only if such facility is located in the Initial Coverage Area). The City will promptly pay EarthLink's invoices for such equipment and installation services for such facilities. The equipment installed in these facilities shall be owned by EarthLink at all times. At EarthLink's discretion, EarthLink may utilize the city's existing fiber optic connections to the buildings to provide backhaul to the Earthlink Network at no charge to EarthLink. The Wi-Fi routers in the indoor locations will be configured to provide access to end users at no charge. EarthLink and the City will determine mutually acceptable parameters for this free service, including but not limited to session length, customer experience and duration of use. EarthLink may display information and promotional materials at each of these locations in a form and manner acceptable to the City.

Milpitas Sports Center
Milpitas Community Center
Milpitas Senior Center
Milpitas Library

EarthLink may display information and promotional materials at each of these locations in a form and manner acceptable to the City. The above services are in lieu of all fees and rental for up to 30 accounts hereunder and therefore no further Pole fees or rental rates for up to 30 accounts will be charged or be due and payable hereunder.

Electricity Fees

At the option of EarthLink, EarthLink shall pay directly to Pacific Gas & Electric Company all fees for electrical usage or in the alternative City shall pass through the costs of electrical service for the flat rate agreed to by EarthLink and the City based on the costs actually attributable to the consumption of electricity by Earthlink's equipment without any markup or charge by the City.

Facility Access and Fiber Connectivity Fees

The City of Milpitas shall provide access to City facilities for antenna mounting and dark fiber capacity to EarthLink for use in the Milpitas Wireless Broadband Network. The rate for facility or fiber use shall be set according to Section 7, Exhibit D or an agreed upon addendum or schedule. EarthLink is under no obligation to use City of Milpitas building rooftops or fiber connectivity in the network, and such use will be solely at EarthLink's discretion.

Exhibit F – Additional Work and Safety Requirements

This Exhibit F contains minimum requirements and specifications governing use and occupancy of Milpitas's utility poles, traffic light poles and arms, traffic lights, street light poles and arms, and any other such equipment owned by Milpitas or the utilities.

EarthLink's facilities shall be placed and maintained in accordance with the requirements and specifications of the rules and regulations of the California Public Utilities Commission, including General Order No. 95 (G.O. 95), the National Electrical Code (NEC), the National Electrical Safety Code (N.E.S.C.), the rules and regulations of the Occupational Safety and Health Act (OSHA), all of which are incorporated by reference into this Exhibit F, and of any governing authority having jurisdiction over the subject matter. Where difference in specifications may exist, the more stringent shall apply.

All requirements of the National Electrical Safety Code referred to in this Agreement shall mean the current edition of such code and shall include any additional requirements of any applicable Federal, State, County or Municipal Code or regulatory body, including the California Public Utilities Commission, with jurisdiction over Milpitas. Reference to either the Safety Code, or to N.E.S.C., have the same meaning.

EarthLink's wiring, cable, equipment and facilities shall be compatible with Milpitas's facilities so as not to damage any facilities of Milpitas.

Upon completion of work, EarthLink shall remove all of its tools, unused materials, wire clippings, cable sheathing and any other similar matter.

All of EarthLink's wiring, cables, equipment and facilities shall be firmly secured and supported to the satisfaction of Milpitas's authorized representative.

All of EarthLink's cables, equipment and facilities shall be plainly identified with a firmly affixed tag of a type and wording satisfactory to Milpitas.

EarthLink shall require that all its work crews or any of its contractors and subcontractors:

(i) are familiar with all power line rules, requirements, regulations, standards and guidelines under G.O. 95 and N.E.S.C.; (ii) survey the area in which work is to be performed before commencing such work and make a determination that the required work can be completed safely; (iii) survey the area in which work is to be performed before commencing work and make a determination that any electrical power lines are in conformance with G.O. 95 and N.E.S.C.; and (iv) proceed with such work only upon making such determinations.

EMERGENCY CONDITIONS

EarthLink shall immediately notify Milpitas Emergency Dispatch Center at (408) 586-2420 of any emergency situation related to Milpitas's poles, traffic lights, or street lights, or EarthLink's facilities.

Seller Disclosure Schedule to Termination and Purchase Agreement

by and between

EarthLink, Inc.

and

City of Milpitas, California

April __, 2008

This Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Termination and Purchase Agreement (the "Agreement"). Matters reflected in this Seller Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in this Seller Disclosure Schedule. To the extent any such additional matters are included, they are included for informational purposes only and do not necessarily include other matters of a similar nature. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement.

Any item or matter disclosed in one section of this Seller Disclosure Schedule shall be deemed to be a disclosure in another section or sections of this Seller Disclosure Schedule so long as such disclosure is reasonably apparent on its face to enable a party to identify the facts or items to which it applies.

Schedule 3.4

No Violation; Consent

Section 3.4(b)

1. Product Sales & Support Agreement, dated as of June 12, 2006, between EarthLink, Inc. and DragonWave Inc.
2. Supply Agreement between EarthLink, Inc. and Cisco Systems, Inc.

Section 3.4(d)

See Schedule 3.4(b)

PRODUCT SALES AND SUPPORT AGREEMENT

This Product Sales, and Support Agreement, including attached Exhibits ("Agreement") is made effective as of June 12, 2006 (the "Effective Date"), by and between EARTHLINK, INC. having an office at 1375 Peachtree Street, Level A, Atlanta, Georgia 30309 United States ("EarthLink" or "Customer"), and DRAGONWAVE INC. (together with its wholly-owned United States subsidiary DRAGONWAVE CORP.) having an office at 600-411 Legget Drive, Ottawa, Ontario Canada K2K 3C9 ("DragonWave"). Customer and DragonWave agree as follows:

1. SCOPE

1.1 This Agreement shall have an initial term of 12 months commencing upon the Effective Date ("Initial Term") and shall renew thereafter on an annual basis (each a "Renewal Term"), unless either party provides at least 90 days written notice of non-renewal prior to such renewal date. The Initial Term and Renewal Term are collectively referred to as the "Term."

1.2 The products and services available under this Agreement are listed in the Exhibits ("Products"). DragonWave will not modify the Products in any manner that materially affects form, fit or function without providing notice in writing to the Customer at least 120 days in advance of such change. In addition, Customer shall have a last-time buy right to submit orders, within the 120 day notice period, to accommodate future needs for the then-current Products. DragonWave will make substitute or successor Products available to Customer at prices not to exceed the fees set forth in the Exhibits to this Agreement.

1.3 This Agreement applies to all quotations made and orders entered into by DragonWave with the Customer relating to Products.

1.4 Acceptance of Customer's order is made upon the express understanding and condition that it will be governed by this Agreement set out herein. Any additional or conflicting terms and conditions accompanying Customer's order, or DragonWave invoice, or the Product shall, absent express agreement to the contrary as hereinafter provided, be void and of no force or effect. Any modifications to these terms and conditions must be specifically agreed to in writing by an authorized party of each party. This Agreement shall be applicable whether or not it is attached to or enclosed with the Products.

1.5 Affiliates of Customer shall have the same rights as Customer hereunder; provided, however, Customer shall be solely responsible for the performance of its Affiliates. For purposes of this Agreement, "Affiliates" shall mean with respect to a company, any companies controlled, controlling or under common control with such company, directly or indirectly, by ownership of at least 50% of voting securities.

2. QUOTATION

Quoted prices in the fee schedules set forth in the Exhibits will apply for the Initial Term. Unless otherwise stated, prices for the Products are firm and are exclusive of sales tax, customs tariff, other direct taxes, and shipping. Unless otherwise specified, all prices are quoted in U.S. dollars. Any price changes after the Initial Term shall be subject to DragonWave providing Customer at least one hundred eighty (180) days written notice and such price change shall be effective as of the first day of the next Renewal Term of this Agreement. DragonWave agrees that the prices herein are and shall continue to be at least as favorable at those prices offered to customers buying comparable quantities of comparable Products under like circumstances.

3. ORDERS

Customer's orders are subject to final acceptance by DragonWave; provided, however, during the Term of this Agreement, DragonWave shall not reject an order submitted by Customer in accordance with this Agreement. DragonWave shall provide an order acknowledgement within two days of receiving a purchase order. The acknowledgement will confirm receipt of the order, detail any discrepancies or unclear items and provide a shipment date for the products being ordered. An order is not valid until all the discrepancies in the original order are resolved via a revised Purchase order or e-mail confirmation of the changes being accepted.

Customer reserves the right to appoint a third party to act on its behalf with respect to submitting orders or receiving support under this Agreement; provided, however, such third party shall be required to provide a purchase order or other written authorization of Customer that Customer is responsible for the orders submitted by such party ("Third-Party Administrator"). For purposes of this Agreement, Customer shall have the right to name Motorola, Inc. or any of its Affiliates as a Third-Party Administrator without the need to obtain further written authorization from DragonWave. DragonWave's pricing may only be disclosed to a Third Party Administrator (including Motorola) with Dragonwave's prior written consent.

DragonWave shall make available the pricing, discounts and other terms and conditions of this Agreement, on at least as favorable terms, to third parties engaged by Customer, or designated by Customer as a supplier to Customer, for purposes of allowing Customer or its strategic partners to operate, deploy, or administer the wireless communications networks of Customer and its strategic partners ("Third-Party Partners"), but not for purposes of acting solely as a reseller of the Products, except to the extent such party is designated as a supplier to Customer and only to the extent such strategic partner only supplies products to Customer or its strategic partners. Any such purchases shall be governed solely by the agreement between DragonWave and such Third-Party Partner, and EarthLink shall have no liability thereunder. Third-Party Partners can only be approved by written mutual agreement of Customer and DragonWave, not to be unreasonably withheld, conditioned or delayed. For purposes of this Agreement, Customer shall have the right to name Motorola, Inc. or any of its Affiliates as a Third-Party Administrator without the need to obtain further written authorization from DragonWave. DragonWave's pricing may only be disclosed to a Third Party Partners (including Motorola) with DragonWave's prior written consent.

4. TITLE AND DELIVERY

4.1 The Products shall be delivered FCA (Incoterms 2000) DragonWave's plant or designated warehouse. Title and all liability for loss or damage shall pass to Customer upon DragonWave's delivery of the Products to a common carrier for shipment to Customer.

4.2 Customer will provide DragonWave with their preferred carrier and account number to use for shipments to Customer. Absent express instructions from Customer, DragonWave shall, in its reasonable discretion, select the carrier and mode of transportation.

4.3 The Customer will provide DragonWave with a rolling non-binding 3-month forecast including quantities and Product mix. For the first 25 links per month within that forecast, DragonWave will ship these Products within 5 days of receipt of a valid order. Any such order is non-cancellable. The initial forecast is attached as Exhibit F.

4.4 For subsequent quantities between 25-100 links in such month, DragonWave will ship these products within 30 days of receipt of a valid order. Any such order can be cancelled for a 20% cancellation charge up until 5 days before the acknowledged delivery date, at which time the order will be non-cancellable. In addition for orders of 25-100 links, up until 5 days before the delivery date, the product mix can be changed by the customer by up to 50%, as long as the total order value does not change. Any change in this mix will result in a new delivery date not to exceed 30 days from the time of change. DragonWave will make every effort to work towards the original delivery date.

4.5 For subsequent quantities above 100 links in such month, DragonWave will ship these products within 6 weeks of receiving a valid order. Any such order can be cancelled for a 25% cancellation charge up until 5 days before the acknowledged delivery date, at which time the order will be non-cancellable. In addition for orders above 100 links, up until 5 days before the delivery date, the product mix can be changed by the customer by up to 25%, as long as the total order value does not change. Any change in this mix will result in a new delivery date not to exceed 30 days from the time of change.

5. TAXES

Prices for Products do not include taxes. All taxes, levies or duties of any nature applicable to the sale, lease or license of the Products shall be paid by the Customer, or in lieu thereof, the Customer shall provide DragonWave with a tax exemption certificate acceptable to the taxing authorities. Any tax or other charge which DragonWave is liable to collect on behalf of any governmental authority as a result of the sale, lease, license, use or delivery of Products, including without limitation, duties, value added and withholding taxes, is the responsibility of the Customer, and if paid by DragonWave shall be charged to Customer as a separate item on the invoice, to the extent possible.

6. PAYMENTS

6.1 Invoices are due and payable forty-five (45) days from the date of invoice receipt. Each shipment shall be considered a separate and independent transaction, and payment therefor shall be made accordingly. Customer agrees to receive and accept invoices sent via e-mail to the invoice address specified below.

6.2 Customer shall pay undisputed charges when such payments are due under this Agreement. Customer shall dispute payment obligations in good faith and in writing with sufficient detail to determine the nature of the dispute. DragonWave shall not have the right to suspend performance under this Agreement or reject future orders unless permitted under the dispute resolution procedures of this Agreement. Customer must maintain their account in good standing from a credit viewpoint for undisputed payments, or DragonWave shall be entitled to require prepayment of any orders for so long as any undisputed overdue amounts are outstanding.

7. WARRANTY AND SUPPORT

7.1 Hardware

7.1.1 DragonWave warrants for a period of twelve (12) months from the date of shipment that the Products which are hardware (i) will be free from defects in material; (ii) will comply with DragonWave's reasonable standards of workmanship; (iii) will comply in accordance with the specifications for the Products set forth in the Exhibits and any documentation for the Products; (iv) will be compatible and operate without material error with the Products that are software; and (v) will comply with all laws, regulations, ordinances, or other government requirements applicable to the Products, including relating to manufacturing, safety, testing, electrical, telecommunication ("Government Requirements").

7.1.2 DragonWave shall incur no liability under the foregoing warranty unless:

- (a) the allegedly defective Products are returned to DragonWave within fifteen (15) days following the expiration of the warranty period, in accordance with DragonWave's Repair and Return Policy (including, in particular, the requirement to obtain a Return Material Authorization Number from DragonWave) attached as an Exhibit; and
- (b) shipping charges, if applicable under the Repair and Return Policy, are paid by Customer.

7.1.3 The liability of DragonWave under this hardware warranty shall in any event be limited, at DragonWave's option and expense, to either the repair or replacement of the defective Product. In the event DragonWave fails to provide such remedy, Customer shall be entitled to a refund of the amount originally paid for the Product. Notwithstanding anything to the contrary, should an Epidemic Failure occur, DragonWave will be responsible for any reasonable expenses incurred by EarthLink to replace and re-install all of Customer's affected Products. "Epidemic Failure" means a failure of a Product within the warranty period to operate in accordance with the warranty in more than 10% of that Product type deployed by Customer.

7.1.4 In no event will DragonWave be liable for damage to the Products resulting from improper handling during or after shipment, misuse, neglect, improper installation, operation or improper repair (other than by authorized DragonWave personnel), alteration, or accident.

7.2 Software

7.2.1 DragonWave Inc. warrants for a period of twelve (12) months from the date of shipment that any software supplied as a Product or as part of a Product (i) will be free from defects in material with respect to any media provided by DragonWave; (ii) will comply with DragonWave's reasonable standards of workmanship; (iii) will comply in accordance with the specifications for the Products set forth in the Exhibits and any documentation for the Products; (iv) will be compatible and operate without material error with the Products that are hardware; and (v) will comply with all Government Requirements.

7.3 DragonWave represents and warrants that services provided under this Agreement will be provided in accordance with good workmanlike industry standards.

7.4 The liability of DragonWave under these warranties shall in any event be limited, at DragonWave's option and expense, to either the repair or replacement of the defective Product. In the event DragonWave fails to provide such remedy, Customer shall be entitled to a refund of the amount originally paid for the Product. Notwithstanding anything to the contrary, should an Epidemic Failure occur, DragonWave will be responsible for any reasonable expenses incurred by EarthLink to replace and re-install all of Customer's affected Products. "Epidemic Failure" means a failure of a Product within the warranty period to operate in accordance with the warranty in more than 10% of that Product type deployed by Customer.

7.5 Products may not be returned without an RMA issued by DragonWave in accordance with the Repair and Return Policy.

7.6 Products that are repaired or replaced will be warranted for 90 days from the date of DragonWave's return shipment to Customer, or (ii) for the balance of the remaining warranty period, whichever is longer. Any Product retained by DragonWave through replacement will become the property of DragonWave, and DragonWave will remove or delete all Confidential Information of Customer from that retained Product.

7.7 DragonWave agrees to provide the repair, support, and parts services for the Products as described on the attached Exhibits for 5 years after the Effective Date. This may be extended by mutual agreement. The terms of this Agreement shall survive termination of this Agreement with respect to such obligations to the extent applicable to such services.

7.8 THE EXPRESS WARRANTIES SET OUT IN THIS SECTION 7 ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE. CUSTOMER SHALL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER RELATING TO THE PRODUCTS OR TO DRAGONWAVE, WHICH EXCEED THOSE MADE BY DRAGONWAVE IN THIS CLAUSE 7.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 DragonWave represents and warrants that to the best of its knowledge, as of the Effective Date, the Products do not infringe any patent, copyright or other intellectual property rights.

8.2 Customer recognizes and acknowledges the great value of the goodwill associated with the name and trade-marks of DragonWave, and the identification of the Products therewith. Customer shall not obscure, effect or permit the removal or alteration of any trade-marks, copyright notices, patent numbers, labels, serial numbers or the like affixed to any Product, related materials or packaging.

8.3 Unless otherwise agreed in writing in an order or other written agreement, all rights, title, and interest in and to the designs, models, patterns, specifications, copyrights, patents, trade secrets, trade-marks and other intellectual and industrial property in the Products, documentation

and related materials shall remain vested in DragonWave or its third party suppliers. Customer shall not copy, make extracts from, translate or otherwise modify any of the Products, documentation or related materials provided by DragonWave.

8.4 Customer expressly acknowledges and agrees that any software delivered as a Product or as part of a Product is not sold, but rather is licensed to Customer. All rights, title and interest in and to the software shall remain vested in DragonWave or its third party suppliers, and Customer is granted only a limited license to use the software in conjunction with DragonWave Products as set forth in this Section. Customer shall not, and shall prevent others from reverse engineering, decompiling or otherwise using the software except as otherwise permitted by law. DragonWave grants to Customer a non-exclusive, world-wide, transferable solely with the Product, perpetual license to use any software, firmware, documentation, and other materials provided with the Products, including the right to copy such materials to the extent reasonably required by Customer, for the purpose of operating the Products for Customer's business purposes for itself or through third-party service providers or agents. No additional software license terms and conditions shall apply with respect to the Product except as set forth in an Exhibit to this Agreement.

8.5 . If any software is being acquired hereunder by or on behalf of any unit or agency of the United States Government, the following provision shall apply: If the software is supplied to the Department of Defense, it shall be classified as "Commercial Computer Software" and the United States Government is acquiring only "restricted rights" in the software as defined in DFARS 227-7202-1(a) and 227.7202-3(a), or equivalent. If the software is supplied to any other unit or agency of the United States Government, rights will be defined in Clause 52.227-19 or 52.227-14 of the FAR, or if acquired by NASA, Clause 18-52.227-86(d) of the NASA Supplement to the FAR, or equivalent. If the software was acquired under a contract subject to the October 1988 Rights in Technical Data and Computer Software regulations, use, duplication and disclosure by the Government is subject to the restrictions set forth in DFARS 252-227.7013(c)(1)(ii) 1988, or equivalent. The owner of the software is DragonWave 411 Legget Drive, Kanata, Ontario, Canada, K2K 3C9.

9. GENERAL AND INTELLECTUAL PROPERTY INDEMNITIES

9.1 DragonWave agrees to indemnify and hold Customer Indemnities harmless from any and all third-party claims, damages, expenses, suits, losses or liabilities (including legal fees) for any (i) death, injury, or property damage caused by, or arising from the Product or DragonWave's respective officers', employees', agents' or representatives' negligent or willful acts or omissions; (ii) non-compliance by DragonWave with Government Requirements; and (iii) gross negligence and willful misconduct. DragonWave's indemnification obligations do not include indemnification of loss or damage of Customer Indemnitees to the extent attributable to the acts or omissions of the claiming party or a third party.

9.2 Customer agrees to indemnify and hold DragonWave its officers, directors, employees, agents, successors and assigns ("DragonWave Indemnitees") harmless from any and all third-party claims, damages, expenses, suits, losses or liabilities (including legal fees) for any (i) death, injury, or property damage caused by, or arising from, Customer's respective officers', employees', agents' or representatives' negligent or willful acts or omissions; (ii) non-compliance by Customer with Government Requirements; and (iii) gross negligence and willful misconduct. Customer's indemnification obligations do not include indemnification of loss or

damage of DragonWave Indemnitees to the extent attributable to the acts or omissions of the claiming party or a third party.

9.3 The Customer shall indemnify and hold DragonWave harmless against any third-party claims, damages, expenses, suits, losses or liabilities (including legal fees) resulting from any claims for actual or alleged infringement of patents, copyrights, trade-marks, trade secrets or other industrial or intellectual property rights resulting from unauthorized use or modification of the Products by Customer, and shall defend, at its own expense, including any legal fees, any action or suit brought against DragonWave alleging any such infringement.

9.4 Subject to Clause 9.3, DragonWave agrees to indemnify and hold Customer Indemnitees harmless from any and all third-party claims, damages, expenses, suits, losses or liabilities resulting from any claims for actual or alleged infringement of patents, copyrights, trade-marks, trade secrets or other industrial or intellectual property rights resulting from the Products.

9.5 In the event that the Products or any part thereof become, or in DragonWave's opinion are likely to become, the subject of a claim of infringement of a patent, copyright trade secret, trade-mark or other industrial or intellectual property right, or the use of the Products or any part thereof is enjoined as a result of any such claim, DragonWave shall, at DragonWave's option and expense, (i) procure for the Customer the right to continue using the Products; (ii) replace such Products with non-infringing Products; (iii) modify such Products so that they become non-infringing; or, if a court of competent jurisdiction has enjoined the use of the Products with no further right of appeal, and the foregoing alternatives are not practicable (iv) require the return of such Products, and refund the purchase price thereof plus any costs of removal and installation of another product, less a reasonable amount for depreciation based on a useful life of 5 years using a straight-line method of calculation.

9.6 Upon the occurrence of any third party any such claim, suit or action in connection with this Agreement, the receiving party shall give written notice to the other party and shall permit the indemnifying party, through counsel of the indemnifying party's choice, to defend (on the other party's behalf) such claim, suit or action. Nothing herein, however, is meant to take away from a party's right at their own cost to participate in the defense.

9.8 For purposes of the defense and indemnification obligation under this Agreement, the term "Customer Indemnitees" shall mean Customer and its officers, directors, employees, agents, successors, and assigns, except in the case of claims arising under Section 9.1, part (i) [personal injury and property claims] and Section 9.4 [intellectual property claims], the Customer Indemnitees shall include resellers, wholesale partners; network alliance partners, municipalities, service providers, equipment providers; their contractors, service providers and equipment providers; end-customers; entities that provide or lease property access to Company and their officers, directors, employees, agents, successors and assigns.

9.9 THE FOREGOING STATES THE ENTIRE LIABILITY OF EACH PARTY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADE-MARK, MASK WORK OR OTHER INTELLECTUAL OR INDUSTRIAL PROPERTY FUGHT.

10. LIMITATION OF LIABILITY

10.1 IN NO EVENT WHATSOEVER, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, AND WHETHER IN RESPECT OF A BREACH OR DEFAULT IN THE NATURE OF A BREACH OF CONDITION OR FUNDAMENTAL TERM OR A FUNDAMENTAL BREACH OR AS A RESULT OF NEGLIGENCE, SHALL EITHER PARTY, ITS EMPLOYEES', DIRECTORS', OFFICERS' AND AGENTS' TOTAL COLLECTIVE LIABILITY TO THE OTHER PARTY FOR ANY CLAIM EXCEED THE GREATER OF ONE MILLION DOLLARS (\$1,000,000) OR THE AGGREGATE FEES PAID OR PAYABLE BY CUSTOMER TO DRAGONWAVE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.

10.2 NEITHER PARTY, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL BE LIABLE IN ANY WAY WHATSOEVER, WHETHER AS A RESULT OF A CLAIM OR ACTION IN CONTRACT OR TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OR LOST BUSINESS REVENUE, LOST BUSINESS, OR FAILURE TO REALIZE EXPECTED SAVINGS, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL ARISING OUT OF ANY CLAIM BY CUSTOMER WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT A PARTY, ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 THE FOREGOING PROVISIONS LIMITING THE LIABILITY OF EACH PARTY'S EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS SHALL BE DEEMED TO BE TRUST PROVISIONS FOR THE BENEFIT OF SUCH EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS, AND SHALL BE ENFORCEABLE BY SUCH AS TRUST BENEFICIARIES.

10.4 THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL NOT APPLY IN THE EVENT OF: CLAIMS FOR BODILY INJURY (INCLUDING LOSS OF LIFE) OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY; EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, EITHER PARTY'S INFRINGEMENT OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT; GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. HAZARDOUS USES PROHIBITION

Customer acknowledges that the Products are intended for standard commercial uses. Without the appropriate network design engineering, the Products must not be sold, licensed or otherwise distributed for use in any hazardous environments requiring fail safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, weapons systems, or any other application in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. Customer hereby agrees that the use, sale, license or other distribution of the Products for any such application without the prior written consent of DragonWave shall be at Customer's sole risk. Customer agrees to defend and hold DragonWave harmless from any claims for loss,

costs, damage, expense or other liabilities which may arise out of or in connection with the use, sale, license or other distribution of the Products for such applications.

12. EXPORT RESTRICTIONS

Customer shall comply with all export regulations pertaining to the Products in effect from time to time. Without limiting the generality of the foregoing, Customer expressly warrants that it will not, directly or indirectly, export, re-export, or transship the Products or any part thereof in violation of any export laws, rules or regulations of Canada, the United States or the United Kingdom.

13. GENERAL CONTRACT PROVISIONS

(a) . The validity, interpretation and performance of this Agreement shall be governed by and construed under the applicable laws of the State of New York, United States, as if performed wholly within the state and without giving effect to the principles of conflict of laws. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. DragonWave and Customer will attempt to settle any claim or controversy arising out of this Agreement through escalating internal consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by DragonWave and Customer within 30 days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and each party will share the costs of the mediation equally. By mutual agreement, however, DragonWave and Customer may postpone mediation until the parties have completed some specified but limited discovery about the dispute. The parties may also mutually agree to replace mediation with some other form of non-binding alternate dispute resolution ("ADR"). Any dispute that the parties cannot resolve through negotiation or mediation within 2 months of the date of the initial demand may then be submitted to a court for resolution. The use of any ADR procedures will not be construed under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing will prevent either party from at any time resorting to judicial proceedings if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; (b) interim relief from the court is necessary to protect intellectual property rights, Confidential Information or to prevent serious and irreparable injury to one of the parties or to others; or (c) such judicial proceedings are necessary to avoid the expiration of a limitations period that would otherwise bar such judicial proceedings after the end of any ADR procedures.

(b) Neither party shall be liable for any delay or failure in performance whatsoever due to events outside their reasonable control such as acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, explosion, epidemics, or other occurrences beyond DragonWave's reasonable control. DragonWave may, in the event of any such circumstances, allocate at its sole discretion its available production output among itself and its other customers under contract on at least a pro-rata basis based on sales volume in the prior twelve (12) months.

(c) Waiver by either party of any provision herein must be in writing and shall not be deemed to be a waiver of such provision in the future or of any other provision. No course of dealing or failure of either party to strictly enforce any term, right or condition of this agreement shall be construed as a waiver of such term, right or condition.

(d) Each party recognizes and acknowledges that it may gain access to certain confidential, secret or proprietary information possessed by the other ("Confidential Information") which is a valuable business asset of the disclosing party. Disclosure or unauthorized use of the Confidential Information could cause grave and irreparable injury to the disclosing party. The receiving party will honor, maintain and protect the disclosing party's Confidential Information from unauthorized use by that party or a third party or dissemination to any third parties. The receiving party will take appropriate action to restrict access to the Confidential Information to those of its employees and agents who have actual need for access in the course of their duties and who are bound by a signed confidentiality agreement. The receiving party will not make any copies of any Confidential Information nor use Confidential Information in any manner contrary to the purposes of this Agreement without prior written consent of the disclosing party. A receiving party is not obligated to maintain as confidential that Confidential Information that it can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of the disclosing party; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is disclosed to a third party by the disclosing party without a duty of confidentiality; (v) is known to the receiving party prior to such disclosure; (vi) is independently developed by receiving party without the use of any of the disclosing party's Confidential Information or any breach of this Agreement; or (vii) is required to be disclosed by a valid court order provided that the receiving party has first given the disclosing party reasonable written notice of such requirement and fully cooperates with the disclosing party in seeking confidential treatment for any such disclosure. The confidentiality restrictions of this Section shall continue during the Term of this Agreement and for three (3) years after its expiration or termination, or for trade secrets, for so long as such information is protected as a trade secret under applicable law.

(e) This Agreement will not be assignable without the other party's written consent, except that (i) DragonWave has the right without Customer's consent to assign the payment obligations of Customer in whatever form or forms DragonWave may elect; (ii) each party is entitled to assign this Agreement without consent pursuant to the sale or transfer of all or substantially all of the assets or stock of a party or the division of a party that is performing the business related to this Agreement; or (iii) each party is entitled to assign this Agreement without consent to an Affiliate.

(f) In the event that any of the terms of this Agreement, become or are declared to be illegal by any court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

(g) Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

(h) DragonWave neither assumes nor authorizes any third party, person or entity to assume or accept any liability or obligation, or to make any commitment for DragonWave with regard to DragonWave services or the Products.

(i) This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter of this Agreement, apart from existing non-disclosure agreements, and there are no understandings, agreements, representations, conditions, warranties, or other terms, express or implied, which are not specified herein. This Agreement may only be modified by a written document executed by authorized representatives of DragonWave and Customer.

(j) This Agreement shall be binding upon and shall enure to the benefit of DragonWave and the Customer and their respective successors and permitted assigns

(k) Customer and DragonWave agree to comply with the provisions of all Government Requirements, including those dealing with the manufacturing, sale, importation and distribution and use of the Products.

(l) During the term of this Agreement, DragonWave shall maintain all insurance and/or bonds required by law or this Agreement, including but not limited to the following coverages: (i) Workers Compensation as prescribed by the law of any state in which the work is to be performed; (ii) Employer's Liability with limits of at least \$1,000,000 each accident/\$1,000,000 each employee by disease/\$1,000,000 policy limit by disease; (iii) Commercial General Liability, including contractual liability coverage, with limits of at least \$1,000,000 per occurrence; (iv) [intentionally left blank]; (v) All Risks Property insurance on a replacement cost basis insuring the DragonWave's personal property at any Customer facilities; (vi) Excess or Umbrella Liability with a limit of not less than \$2,000,000 per occurrence over the insurance coverages described in ii, iii and iv above; and (vii) Professional Liability covering the acts, errors and omissions of DragonWave and DragonWave's liability for its employees, agents and subcontractors with a limit of not less than \$2,000,000 per claim. The definition of "professional services" within the policy of professional liability insurance must include the services provided by DragonWave, its agents and its subcontractors under the terms of this Agreement. Any retroactive date on the policy should be prior to commencement of this Agreement. Such coverage shall be maintained by DragonWave for a period of twenty-four (24) months subsequent to the end of this Agreement and any extensions thereof. Customer shall be named as an additional insured to the Commercial General Liability, and Excess or Umbrella liability policies, with respect to work performed by them under this Agreement. DragonWave and its insurers shall waive any and all rights of subrogation against Customer. DragonWave shall also require its agents or subcontractors who may enter upon Customer's premises or conduct work associated with this Agreement to maintain the same coverages required herein. Should insurance policy limits be exhausted or should DragonWave or its agents or subcontractors fail to maintain the required insurance coverages, neither DragonWave nor any of its agents and subcontractors shall in any way be relieved from liability provided for herein to Customer should a loss occur. Customer shall have the right, but not the obligation, to prohibit the DragonWave or any agents or subcontractors from performing work under this Agreement until evidence that the insurance has been placed in complete compliance with these requirements is received and approved by Customer. For any claims relating to this Agreement, the DragonWave's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Customer. All policy deductibles shall remain the responsibility of the DragonWave, its agents or its subcontractors. All insurance provided by DragonWave shall be written by companies authorized to do business in the state or states where the work is to be performed. Customer reserves the right to refuse to accept policies from companies with a rating of less than A- VII by

the A.M. Best Company. DragonWave shall provide to Customer certificates of insurance evidencing the required coverages (including evidence that Customer has been included as an additional insured) prior to execution of this Agreement. DragonWave's insurers shall be required to give 30 days written notice to Customer prior to any policy cancellation or non-renewal. Failure of Customer to demand such certificates or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of the DragonWave's (or its agents' or subcontractors') obligation to maintain such insurance. If any of the coverages are required to remain in force after termination of this Agreement, DragonWave shall submit additional certificates evidencing continuation of coverage until such obligation ends. If the DragonWave fails to maintain the insurance as set forth herein, Customer shall have the right, but not the obligation, to purchase said insurance at DragonWave's expense and to deduct the premiums therefore from any amounts otherwise due to DragonWave.

(m) Any notices or other communications permitted or required shall be in writing to the address below (or other address provided from time to time) and shall be deemed given: (i) on delivery, if personally delivered, or (ii) on delivery, if delivered by reputable overnight courier that provides proof of delivery.

If intended for Company:

EarthLink, Inc.
1375 Peachtree Street, NW
Atlanta, GA 30309
Attn: General Counsel
404-815-0770 – telephone

With copies to:

EarthLink, Inc.
460 Sierra Madre Villa Avenue
Pasadena, California 91107
United States
Attn: Contract Administrator
626-296-2400 - telephone

and:

EarthLink, Inc.
1375 Peachtree Street, NW
Atlanta, Georgia 30309
United States
Attn: William Billbrough

Invoices shall be sent to the following email address:

morrisonl@corp.earthlink.net

If intended for DragonWave:

DragonWave Inc.
600-411 Legget drive
Ottawa, Ontario Canada K2K 3C9
Attn: Russell Frederick
Phone 613-599-9991 Ext. 253
FAX 613-599-4225

(n) Customer and DragonWave agree that they will issue a press release, subject to the terms below with no unreasonable delay. This press release may be a joint press release or a DragonWave only press release at the Customer's discretion. The press release will include the Customer being referred to as a DragonWave customer. The press release must be approved in writing by both the Customer and DragonWave prior to release. DragonWave may also refer to Customer as a customer on DragonWave's web site only during the Term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DRAGONWAVE, INC.

By: Peter Allen
Name: PETER ALLEN
Title: PRESIDENT+
Date: JULY 6, 2006

EARTHLINK, INC.

By: Donald D. Derr
Name: Donald D. Derr
Title: EV & President - Municipal /
Wisconsin
Date: 7/7/06

DRAGONWAVE CORP.

By: Peter Allen
Name: PETER ALLEN
Title: PRESIDENT + CEO
Date: JULY 6, 2006

SCHEDULE A

Specifications

SEE ATTACHED*

*Additional specifications will be provided to the extent reasonably requested by Customer.

Exhibit B

Discount Program -- Levels and Benefits

DragonWave will offer a pricing structure based on cumulative purchases for each review period as described below. All discount levels are based on the DragonWave List Price Index attached as Exhibit E to this Agreement. Any changes made to DragonWave's List Price Index will take place only in accordance with the Agreement.

The Maximum Discount Levels and Minimum Discount Levels for this Agreement are set forth below. There will be a volume review at the end of each six-month period commencing on the Effective Date (each a "Review Period"). Customer shall be entitled to receive the Maximum Discount Level for the initial Review Period. If Customer is not achieving the Volume Assumption at the end of each Review Period, the discount level will be adjusted to the corresponding Discount level for the next Review Period. If Customer exceeds the volume level they are in for a period, the discount will adjusted to the appropriate level for the next period.

Review Period	250+ Links	200-249 Links	125-199 Links	50-124 Links	<50 Links
1 (6 Months after commencing)	AP200@50%; AP50/100@46.5%	AP200@50%; AP50/100@46.5%	AP200@50%; AP50/100@46.5%	AP200@47.5%; AP50/100@42.5%	AP200@47.5%; AP50/100@42.5%
2 (12 Months after commencing)	AP200@50%; AP50/100@46.5%	AP200@50%; AP50/100@46.5%	AP200@47.5%; AP50/100@42.5%	AP200@47.5%; AP50/100@42.5%	AP200@44%; AP50/100@40%
3 and thereafter (18 Months after commencing)	AP200@50%; AP50/100@46.5%	AP200@47.5%; AP50/100@42.5%	AP200@47.5%; AP50/100@42.5%	AP200@44%; AP50/100@40%	35%

Additional Terms and Conditions:

1. There are no volume commitments under this Agreement.

2. All orders submitted by approved Third Party-Administrators and approved Third-Party Partners shall be counted towards the Volume Assumptions.
3. DragonWave agrees to provide two free training days to Customer at Customer facilities to be scheduled based on mutual agreement.

Exhibit C

DragonWave Repair and Return Policies

Repair and Return

DragonWave repairs all its manufactured products, and co-ordinates repairs on vendor items that are part of its systems. The repair turn around time shall not exceed fifteen (15) working days upon receipt of the defective parts.

Products under Warranty will not be charged a repair fee unless the unit has been damaged due to customer negligence or has had parts removed, in which case the unit will be repaired at the prevailing flat repair fee, or on a time-and-material basis, whichever is higher.

Repairs to products out of warranty will be billed at parts and labor costs.

Emergency repair is available with a 24-hour turn around time for current production models and 48 hours for other products. Turn around time for Manufactured Discontinued items are subject to the nature of the problems. Emergency repairs are billed at parts and labor costs (zero for warranty units) plus \$200.00 U.S. per unit.

Labor cost shall be \$75/hour of labor, measured in 1 hour increments. Our normal shipping time is 4:00PM unless special shipping instructions are requested.

Units may be swapped at DragonWave's discretion for faster repair response time. Changes of serial numbers may arise.

Evaluation Fee

There are no charges for no-fault found units, however, all freight charges for no-fault found units shall be borne by the Customer

Irreparable Units

Product which has been damaged due to customer negligence or which has parts removed will be repaired at the prevailing flat repair fee, or on a time-and-material basis, whichever is higher and regardless of the warranty status. Any Product that is determined irreparable will be returned to the customer or, upon request of Customer, properly disposed of by DragonWave.

Shipping Costs

The customer pays for shipping units to the DragonWave Service Center for both warranty and out-of warranty units. Special shipping requests may be subject to additional charge.

DragonWave prepays standard return freight back to our customers. Return freight back to customers on billable repairs is invoiced to the customer.

Please make sure to pack the unit in such a way as to prevent physical damage and electrostatic while in transit. DragonWave is not responsible for damage caused by customer's negligence.

DragonWave Service Center Order Desk

Calls within North America phone 1-613-936-3000 or fax 613-599-4265
<http://support.dragonwaveinc.com>

RMA Process

Obtaining An RMA Number

Before sending your Product for repair, contact our Return Material Authorization (RMA) Center to obtain an RMA number. All returns must be accompanied by a DragonWave RMA number, which can be obtained by the following methods:

1. Telephone: call 1-613-271-7010 Monday through Friday 9:00 am - 5:00 pm EST, excluding holidays.
2. Email: rma@dragonwaveinc.com.
3. Online form: <http://support.dragonwaveinc.com> and click on the **Service Center and RMA** link.

Please provide us with the following information when you request an RMA number:

- Contact person's name, telephone number, fax number, and email address
- Company name, billing address, and shipping address
- Part number, Model number, serial number, and unit description for each unit
Detailed description of the product
- Any special return packing or shipping instructions
- If required, provide customs clearing information. For international customers, faxing a copy of the Pro-Forma invoice to DragonWave will speed up the customs processing time.
- Purchase order number if the unit is out of warranty.
- A hardcopy of the purchase order is required for any repair cost greater than \$1,000.00. Please fax to 613-599-4265 prior to the return of the unit.

RMA numbers are assigned within 24 hours of receipt of request, or within 24 hours after all information is made available to DragonWave

Return Material Authorizations are valid for a period of 30 days for domestic shipments and for 60 days for international shipments. Product not received within this time will result in the cancellation of the RMA number and will require a new authorization to be issued by DragonWave.

DragonWave will make every effort to ensure a 15-day turnaround time from receipt of shipment to the return shipment back to customer.

Adequate packaging must be used for shipments from the customer to ensure product is not damaged during shipping. When available, original packing boxes should be used.

The RMA number must be displayed on the outside of the box in a clear and visible manner, and must be referenced on shipping documentation. Product delivered without proper identification will be held in a discrepancy area until proper identification can be made. If identification cannot be made, the product will be shipped back to originator.

Advance replacement is available as a warranty option or at per incident rates (subject to inventory). Please call the DragonWave Service Center Order Desk at 1-613-271-7010 for quotes.

All charges under this Exhibit must be authorized by Customer with a purchase order or other written agreement. Customer will issue a blanket Purchase Order (or other means of preapproval) to cover repairs that DragonWave receives under this exhibit at the beginning of each quarter. If a Purchase Order is not in place to cover these calls the calls will be referred to Customer.

Category Four:

General Classification: Technical Inquiry

DW account team will assist with scheduling the necessary "stand-by" resources if required

Category Five:

General Classification: Feature Request

DW account team will assist with scheduling the necessary "stand-by" resources if required

Next Business Day Parts Replacement (Monday to Friday)

Next Business Day Parts Replacement can optionally be purchased on an annual basis at \$250/year per purchased link.

Customer is required to call the Help Desk and identify that they have a hardware failure. Once the DW customer support technician has confirmed an equipment failure has occurred a replacement part will be shipped to the identified location by 5PM the following business day. Calls received after 3PM will receive a replacement part within two business days.

All charges under this Exhibit must be authorized by Customer with a purchase order or other written agreement. Customer will issue a blanket Purchase Order (or other means of preapproval) to cover calls that DragonWave receives under this exhibit at the beginning of each quarter. If a Purchase Order is not in place to cover these calls the calls will be referred to Customer.

Exhibit E

Product Fees

See attached for pricing information.

Upgrade pricing is as follows:

Upgrade AP50 to AP100 list is \$6,000; Customer Price: \$2,610 if done within the first 12 months following delivery.

Upgrade AP100 to AP200 list is \$9,000; Customer Price is \$3,600 if done within the first 12 months following delivery.

Exhibit D

DragonWave Support Services

Standard Business Hours Help Desk Support

During the warranty period for each link, DragonWave will provide, at no additional charge, Help Desk support during the business hours of 7AM-7PM EST/EDT ("Business Hours") with response times according to the category of calls listed below. The Help Desk can be used outside of such hours with a 3-hour response time. All such calls outside of business hours will be billed at a charge of \$150/hour with a minimum three hour charge. Calls made during business hours after the warranty period will be billed at \$150 per hour with a minimum three hour charge.

For all Products, whether in or out of warranty, DragonWave will support general product inquiries.

Software Support

Dragonwave shall provide, at no additional charge, software, firmware and related updates for the life of the Product when made generally available to other customers.

Extended Warranty

An Extended Warranty, covering up to six years from date of Product purchase, can be purchased for \$500/year per purchased link at any time within 48 months following delivery. Extended Warranty includes Help Desk support during Business Hours, unless 24x7 Help Desk support is purchased.

24 x 7 Help Desk

24 x 7 Help Desk support can be purchased at a cost of \$250/link/year. DragonWave will provide immediate response to all calls 24x7x365 as provided below. Customer will reasonably determine and inform the DragonWave help desk representative of the appropriate classification of the request into one of five categories. Based on the category DragonWave will respond to the request with appropriate personnel within the timelines outlined below:

Category One:

General Classification: Remote Telephone support for Service Effecting issues

Business Hours: Mon- Fri: 7AM – 7PM EST – 2 hour response

Outside Business Hours – 3hour response (2 hours If 24X7 network support is purchased)

Category Two:

General Classification: Remote Telephone support for Service Degradation issues

Business Hours: Mon- Fri: 7AM – 7PM EST – 4 hour response

Outside Business Hours – 4 hour response

Category Three:

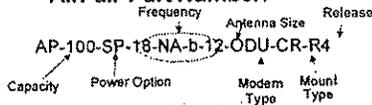
General Classification: Service Activity

Email or telephone call to assigned resources or account team

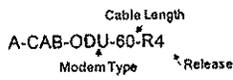
Inquires will be answered as soon as possible

Target is to respond to the inquiry within one business day

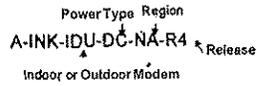
- AirPair Part Number:



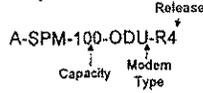
- Cable Part Number:



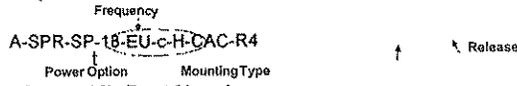
- Install Kit Part Number:



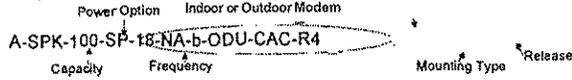
- Spare Modem Part Number:



- Spare Radio Part Number:



- Spare Kit Part Number:



PART # Glossary

S-WTY	Warranty
S-ARP	Advanced Replacement
S-DCR	DragonCare
S-SHP	Shipping
AP	AirPair
A-INK	Install Kit
A-CAB	Cables
A-SPK	Spare Kit
A-SPR	Spare Radio
A-SPM	Spare Modem
A-SPA	Spare Accessory
A-OPT	AirPair Options
A-UPG	AirPair Upgrade
SP	Standard Power
HP	High Power
IDU	Indoor Modem Unit
ODU	Outdoor Modem Unit
CR	Clip Mount, Regular
CS	Clip Mount, Shroud
SR	S a w Mount, Regular
SM	S a w Mount, Shroud
CAC	Clip, Antenna Connection (Spares)
AWR	WR, Antennaless (Spares)
S01	Screw, antennaless, 1-2" Mount (Spares)
S03	Screw, Antennaless, 3-4" Mount (Spares)
S12	Screw, 12" Ant. (R3 24UL Spares)
S24	Screw, 24" Ant. (R3 24UL Spares)

EarthLink Municipal Networks

DragonWave Equipment Purchase Forecast - June through August, 2006

All items are: 200 Mbps Release 4 System; 23 Ghz FCC / IC Band c; with clip mount; regular pole mount

Total pairs forecast June-Aug, 2006
8

jl	ck	jnt	Part #	Power	Dish	Description ■ Modem / Interface	Prod Mix				
70%	2b	10%	AP-200-SP-23-NA-c-12-ODU-CR-R4	Std. power	12" Dish	ODU = Outdoor Modem Unit: Copper Electr Interface	4%				
15%	2a	30%	AP-200-SP-23-NA-c-12-ODF-CR-R4	Std. power	12" Dish	ODF = Outdoor Modem Unit: Fiber Interface	12%				
?	1	60%	AP-200-SP-23-NA-c-12-IDU-CR-R4	Std. power	12" Dish	IDU = Indoor Modem Unit: Copper Electr Interface	24%				
15%	?	0%	AP-200-SP-23-NA-c-12-OIS-CR-R4	Std. power	12" Dish	OIS = Indoor / Outdoor Split Link Config, copper interface	0%				
				Std Power, 12" dish =	40.0%	of total					
2b	10%	AP-200-SP-23-NA-c-24-ODU-CR-R4	Std. power	24" Dish	ODU = Outdoor Modem Unit: Copper Electr Interface	4%					
2a	30%	AP-200-SP-23-NA-c-24-ODF-CR-R4	Std. power	24" Dish	ODU = Outdoor Modem Unit: Fiber Interface	12%					
1	60%	AP-200-SP-23-NA-c-24-IDU-CR-R4	Std. power	24" Dish	IDU = Indoor Modem Unit: Copper Electr Interface	24%					
?	0%	AP-200-SP-23-NA-c-24-OIS-CR-R4	Std. power	24" Dish	OIS = Indoor / Outdoor Split Link Config, copper interface	0%					
				Std Power, 24" dish =	40.0%	of total					
2b	10%	AP-200-HP-23-NA-c-48-ODU-CR-R4	High power	48" Dish	ODU = Outdoor Modem Unit: Copper Electr Interface	2%					
2a	30%	AP-200-HP-23-NA-c-48-ODF-CR-R4	High power	48" Dish	ODF = Outdoor Modem Unit: Fiber Interface	6%					
1	60%	AP-200-HP-23-NA-c-48-IDU-CR-R4	High power	48" Dish	IDU = Indoor Modem Unit: Copper Electr Interface	12%					
?	0%	AP-200-HP-23-NA-c-48-01s-CR-R4	High power	48" Dish	OIS = Indoor / Outdoor Split Link Config, copper interface	0%					
				High Power, 48" dish =	20.0%	of total					
Cables											
A-CAB-IDU-60-LM											
A-CAB-IDU-30-LM											
A-CAB-ODF-90-R4											
A-CAB-ODU-90-R4											
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4											
1											
2											
1											
IDU Cable: 60m LMRBOO Cable IDU Cable: 30m LMR-400 Cable Release 4 ODU Bundled: Fiber, 10 BT and DC power, 90m Release 4 ODU Bundled: 1000 BT; 10 BT and DC pwr, 90m											
Installation Kits											
A-INK-IDU-DC-NA-R4											
A-INK-ODU-DC-NA-R5											
<table border="1" style="width: 100%;"> <tr> <td>5</td> </tr> <tr> <td>3</td> </tr> </table>								5	3		
5											
3											
Release 4 IDU DC Install Kit, North America Release 4 ODU DC Install Kit, North America											

AIRPAIR

North America



Mechanical	
Radio (without antenna)	12 cm x 19 cm (diameter); 3.2 kg 47 in x 75 in (diameter); 7 lbs
Modem (ODU) - Post/Mast Mount	40 cm x 19.6 cm x 8.1 cm; 5.4 kg 15.7 in x 7.7 in x 3.2 in; 12 lbs
Modem (IDU) - Rack Mountable	43 cm x 25.6 cm x 42.5 cm; 4.1 kg 1.7 in x 10 in x 16.7 in; 9 lbs
Antenna Wind Loading	110 kph (70 mph) Operational 200 kph (125 mph) Survival
Antenna Mount Adjustment	+/- 45° Az; +/- 22° El
Payloads	
Capacity	Variable from 10 to 200 Mbps full duplex CIR (1522 Byte Packet); 250 Mbps (64 Byte Packet)
Max Capacity (1522 Byte Packet)	(28 MHz-27.5 MHz) 120 Mbps (40 MHz) 170 Mbps (50 MHz-56 MHz) 200 Mbps
Interface	10001100110 BaseT
Latency 100 BT	< 400µs, Typical < 200µs FastE
Latency GigE	< 200µs, Typical 120µs GigE
Packet Size	64 to 1600 Bytes, up 9600 (GigE Model)
Flow Control	Yes (GigE mode only)
802.1p	Yes - 8 levels served by 4 queues
802.1q	Yes
Modulation Shifting	Current to Lowest - 5 sec
Power	
Input	-36 VDC to -60 VDC
Optional Adapter	1101240 VAC
Consumption	50 Watts (per link end) 70 Watts High Power (per link end)
System Gain	
AirPair 50	Up to 98 dB
AirPair 50 High Power	Up to 108 dB
AirPair 100	Up to 90 dB
AirPair 100 High Power	Up to 100 dB
AirPair 200	Up to 82 dB
AirPair 200 High Power	Up to 92 dB

Connections ODU	
Power	-48V, Cable Supplied
Payload (+ Inband NMS)	MIL Circular (outdoor) RJ45 (indoor)
Craft Terminal	RS 232
IF Cable	N-Type Connector
NMS (when out-of-band)	MIL Circular (outdoor) RJ45 (indoor)

Connections IDU	
Power	Dual 48V
Payload (+ Inband NMS)	RJ45 (1000/100 BaseT) or MM Fiber
Craft Terminal	RS 232
IF Cable	N-Type Connector
NMS (when out-of-band)	RJ45 (10 BaseT)

Network Management (NMS)	
Alarm Management	SNMP Traps, Enterprise MIB
NMS Compatibility	OpenView, or any SNMP based network manager
Security	3 Level Authentication; Any NOC, Unique Peer to Peer
SW Update	Remote update to flash, via management channel
EMS	Web Based Management System, SSL HTTP

Environmental	
ODU Operating Temperature (Modem + Radio)	
Standard Power	-40°C to +50°C (-40°F to +122°F)
High Power	-40°C to +45°C (-40°F to +113°F)
Standard Power + Solar Shield	-40°C to +60°C (-40°F to +140°F)
IDU Operating Temperature (Modem Only)	
	0°C to +40°C (0°F to +104°F)
Humidity	100% Condensing
Altitude	4500 m (14,760 ft)

Standards	
System	FCC Part 101, FCC Part 15, EN302 217
EMC	EN 301 489, EN 300 385
Safety	CSA 22.2/ANSI 60950,

Specifications subject to change without notice
* Note: High Stability Tower/Mount Required

General	11 GHz (30 MHz)	11 GHz (40 MHz)	15 GHz	15 GHz	18 GHz	23 GHz	24 GHz UL	24 GHz UL	24 GHz DEMS
Standards	FCC/IC	FCC/IC	IC	Mexico	FCC/IC	FCC/IC	FCC	IC	FCC/IC
Frequency Range [GHz]	10.700-10.970 11.200-11.460	10.710-10.955 11.200-11.445	14.500 - 14.780 14.975 - 15.225	14.501 - 14.585 15.229-15.313	17.78-18.14 19.34-19.68	21.8-22.4 23.0-23.6	24.05-24.25	24.05-24.25	26.25-26.85 25.05-25.25
TIR Spacing [MHz]	500 & 490	490	475	728	1560	1200	X Polarized	X Polarized	800
Channel Bandwidth [MHz]	30	40	40	28	40/50	50	50	50	20/40
Max Duplex Capacity [Mbps]	120	170	170	120	170/200	200	200	200	671/170
Modulation									
10 - 50 Mbps	N/A	N/A	OPSK	16 QAM	OPSK	OPSK	OPSK	OPSK	OPSK
50-100 Mbps	32 QAM	N/A	16 QAM	32 QAM	16 QAM	16 QAM	16 QAM	16 QAM	32/16 QAM
100-200 Mbps	64 QAM	32/64 QAM	64 QAM	64 QAM	64 QAM	64 QAM	64 QAM	64 QAM	64 QAM
Radio									
	11 GHz (30 MHz)	11 GHz (40 MHz)	15 GHz	15 GHz	18 GHz	23 GHz	24 GHz UL		24 GHz DEMS
RF Power									
10-50 Mbps	N/A	N/A	27	23	17	17	+5/0	0	17
(Optional High Power)	N/A	N/A	N/A	N/A	27	27	N/A	N/A	N/A
50-100 Mbps	22.5	N/A	23	21	13	13	+3/-2	0	11/13
(Optional High Power)	N/A	N/A	N/A	N/A	23	23	N/A	N/A	N/A
100-200 Mbps	23.5	22 / 22.5	20	22	10/12	12	+2/-3	0	10
(Optional High Power)	N/A	N/A	N/A	N/A	20/22	22	N/A	N/A	N/A
Threshold @ 10⁻⁶ BER									
10 - 50 Mbps	N/A	N/A	-82	-79	-81	-81	-78	-78	-81
50-100 Mbps	-75	N/A	-75	-76	-77	-77	-74	-76	-73/-77
100-200 Mbps	-71	-73 / -69	-70	-70	-69/-68	-68	-65	-65	-69
Antenna Gain(dBi) / Beamwidth (°)									
	11 GHz (30 MHz)	11 GHz (40 MHz)	15 GHz	15 GHz	18 GHz	23 GHz	24 GHz UL	24 GHz UL	24 GHz DEMS
30 cm / 12" Antenna	N/A	N/A	N/A	N/A	N/A	35.1 / 2.7	35.3 / 2.6	35.3 / 2.6	35.7 / 2.6
60 cm / 24" Antenna	N/A	N/A	36.5 / 12.4	36.5 / 12.6	38.6 / 12.0	40.2 / 1.7	40.7 / 1.4	60.7 / 1.4	61.1 / 1.6
91 cm / 36" Antenna	N/A	N/A	60.0 / 1.6	60.0 / 1.6	62.1 / 1.3	63.7 / 1.1	N/A	44.2 / 1.0	66.6 / 1.0
121 cm / 48" Antenna	39.4 / 1.7	39.4 / 1.7	62.5 / 1.2	62.5 / 1.2	66.5 / 1.2	66.2 / 0.8	N/A	66.5 / 0.7	46.5 / 0.7
182 cm / 72" Antenna*	42.5 / 1.0	62.5 / 1.0	65.7 / 10.8	65.7 / 10.8	68 / 0.7	N/A	N/A	N/A	N/A

AIRPAIR™

APX

T1/E1 over Ethernet (TDMoE) Extender



General	
Receiver Range	0 to 36 dB loss
Clock Mode	Configurable as Loopback or recovered
Loopback	Supports per channel local analog remote digital dual loopback modes
Encoding/Decoding	B8ZS, AMI or HDB3
Line Buildout	0-133 ft, 133-266 ft, 266-399 ft, 399-533 ft, 533-655 ft
TDM Latency	< 5 mSec Egress. < 200 µs Ingress
Delay Tolerance	+/- 2 Frames @ 100 mbps
Buffer Size	User Programmable 12-30 msec
Timing Performance	H.823 compliant stratum 3 performance option for 50 ppB frequency stability

Mechanical	
Dimensions	19 cm x 14 cm x 4 cm 7.4 in x 5.5 in x 1.5 in
Weight	680 g (1.5 lbs)

Alarms	
Line Code Violation	
LOS (Loss of Signal)	
AIS (Alarm Indication Signal)	

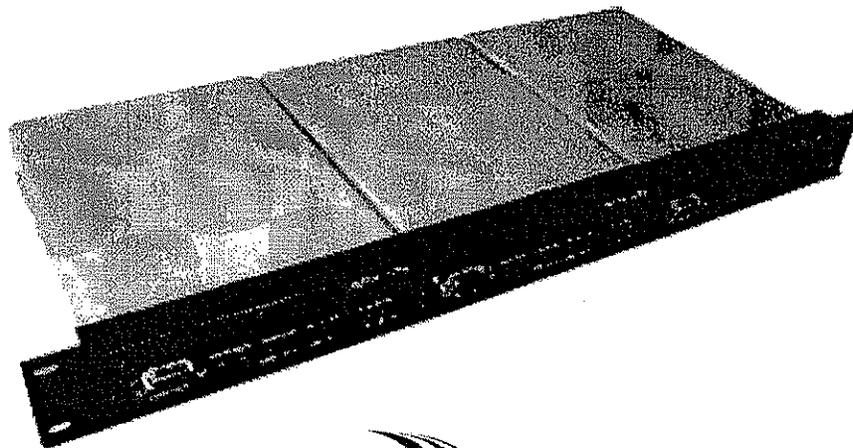
Indicators	
Power	
Ready	
Network Link Ok	
Network Link Activity	
AirPair Link Ok	
AirPair Link Activity	
CH 1: T1 Sync	
CH 2: T1 Sync	
CH 3: T1 Sync	
CH 4: T1 Sync	

Management/System	
Type	Command Line Interface (CLI) - In-band Management
Interfaces	RS 232 Craft Port. In-Band 100 BaseT port
Loopback	T1/E1 Port Loopback
Statistics	T1/E1 Stats and logging
System	Software upgrade through Craft Port

Connections	
Primary Power (option 1)	90-240 VAC (Converter Supplied)
(option 2)	- 48 VDC
TDM	4 x T1/E1 Ports or 8 x T1/E1 ports
Ethernet (In/Out)	2 x 100 BaseT Wirespeed full duplex (IEEE 802.3 compliant)

Environmental	
Operating Temp	0°C to +40°C (32°F to +104°F)
Humidity	95 % Non Condensing
Altitude	4500 m (14760 ft)

Standards	
CORE GR54, ATT Pub 62411, ANSI T1.408, TRY-TSY000499, ITU G.703, G.755, G.736, G.823, DSX-1, IEEE 802.3, DIX, FCC Part 15 Class A, ETSI EN301489, CSA 22.2 No 60950, UL60950	



DragonWave

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Exhibit F

Initial Forecast

SEE ATTACHED

AirPair™ CY06 Price List



Date: Effective January 26, 2006
 Status: Approved

Exchange from USD 1.00
 Currency US

1. DragonWave reserves the right to make a price change at anytime
 2. Contact DragonWave Account Representative for Alternate Exchange Rate

Order Code 1a: Pick Capacity & Hardware Platform

	List (US)	Order Code Builder	List (US)	Notes
50 Mbps Release 4 System	\$ 21,000	AP-050-XX-XX-XX-XX-XX-XX-XX-R4	\$ 21,000	
100 Mbps Release 4 System	\$ 24,000	AP-100-XX-XX-XX-XX-XX-XX-XX-R4	\$ 24,000	
120 Mbps Release 4 System	\$ 25,000	AP-120-XX-XX-XX-XX-XX-XX-XX-R4	\$ 25,000	Available in 18, 23, 15 ETSI 227 5628 MHz Channels only
150 Mbps Release 4 System	\$ 26,500	AP-150-XX-XX-XX-XX-XX-XX-XX-R4	\$ 26,500	Avail. In 13 and 15 GHz ETSI Only Refer to Product Rollout for availability
170 Mbps Release 4 System	\$ 28,500	AP-170-XX-XX-XX-XX-XX-XX-XX-R4	\$ 28,500	
200 Mbps Release 4 System	\$ 30,000	AP-200-XX-XX-XX-XX-XX-XX-XX-R4	\$ 30,000	30 GHz Avail. In 50 and 56 MHz channels Only
AirPair Flex Release 4 System	\$ 15,000	AP-FLX-XX-XX-XX-XX-XX-XX-XX-R4	\$ 15,000	Software License Required for Bandwidth

Order Code 1b: Pick Frequency

	List (US)	Order Code Builder	List (US)	Notes
11 GHz FCCAC Band a	\$ 2,000	AP-XXX-XX-11-NA-e-XX-XXX-XX-XX	\$ 2,000.00	Max. 170 Mbps; Refer to Product Availability for Rollout
15 GHz IC Bt	\$ 2,000	AP-XXX-XX-15-NA-e-XX-XXX-XX-XX	\$ 2,000.00	Max. 170 Mbps; Refer to Product Availability for Rollout
18 GHz FCCAC Band b	\$ -	AP-XXX-XX-18-NA-e-XX-XXX-XX-XX	\$ -	Mar. 170 Mbps
18 GHz FCCAC Band c	\$ -	AP-XXX-XX-18-NA-e-XX-XXX-XX-XX	\$ -	Mar. 170 Mbps
23 GHz FCCAC Band c	\$ -	AP-XXX-XX-23-NA-e-XX-XXX-XX-XX	\$ -	Max. 200 Mbps
23 GHz FCCAC Band d	\$ -	AP-XXX-XX-23-NA-e-XX-XXX-XX-XX	\$ -	Max. 200 Mbps
24 GHz FCCAC Unlicensed	\$ -	AP-XXX-XX-24-NA-e-XX-XXX-XX-XX	\$ -	Max. 200 Mbps
24 GHz DEMs FCCAC 40 MHz Channels	\$ -	AP-XXX-XX-24-NA-e-XX-XXX-XX-XX	\$ -	Mar. 170 Mbps
13 GHz ETSITU/AUS B a d a	\$ 2,000	AP-XXX-XX-13-EU-e-XX-XXX-XX-XX	\$ 2,000.00	Mar. 200 Mbps Refer to Product Availability for Rollout
15 GHz ETSITU/AUS B a d a	\$ 2,000	AP-XXX-XX-15-EU-e-XX-XXX-XX-XX	\$ 2,000.00	Mar. 200 Mbps Refer to Product Availability for Rollout
18 GHz ETSI B a d c	\$ -	AP-XXX-XX-18-EU-e-XX-XXX-XX-XX	\$ -	Max. 120 Mbps n 2.7.5 MHz/200 Mbps in 56 MHz
18 GHz ETSI Band d	\$ -	AP-XXX-XX-18-EU-e-XX-XXX-XX-XX	\$ -	Mar. 120 Mbps n 2.7.5 MHz/200 Mbps in 56 MHz
23 GHz ETSI B a d a	\$ -	AP-XXX-XX-23-EU-e-XX-XXX-XX-XX	\$ -	Max. 120 Mbps in 28 MHz/200 Mbps in 56 MHz
24 GHz ETSI Unlicensed	\$ -	AP-XXX-XX-24-EU-e-XX-XXX-XX-XX	\$ -	Mar. 200 Mbps
26 GHz ETSI Band b	\$ -	AP-XXX-XX-26-EU-e-XX-XXX-XX-XX	\$ -	Mar. 120 Mbps n 28 MHz/200 Mbps in 56 MHz
15 GHz ETSI B a d d	\$ -	AP-XXX-XX-26-EU-e-XX-XXX-XX-XX	\$ -	Mar. 120 Mbps n 28 MHz/200 Mbps in 56 MHz
18 GHz AUSTRALIA (ITU)	\$ -	AP-XXX-XX-18-AU-e-XX-XXX-XX-XX	\$ -	Max. 120 Mbps n 28 MHz/200 Mbps in 56 MHz
23 GHz AUSTRALIA (ITU)	\$ -	AP-XXX-XX-23-AU-e-XX-XXX-XX-XX	\$ -	Max. 120 Mbps in 28 MHz/200 Mbps in 56 MHz

Order Code 1c: Pick Power Option

	List (US)	Order Code Builder	List (US)	Notes
Standard Power	\$ -	AP-XXX-SP-XX-XX-e-XX-XXX-XX-XX	\$ -	
High Power	\$ 5,600	AP-XXX-HP-XX-XX-e-XX-XXX-XX-XX	\$ 5,600	Only avail in 18FCC, 23FCC, 23ETSI, 18AUS, 23AUS

Order Code 1d: Pick Antenna Site

	List (US)	Order Code Builder	List (US)	Notes
No Antennas	\$ -	AP-XXX-XX-XX-XX-e-00-XXX-XX-XX	\$ -	
1 Antennas	\$ -	AP-XXX-XX-XX-XX-e-12-XXX-XX-XX	\$ -	Not Available for 11, 13, 15, 18 GHz due to regulations
2 Antennas	\$ 1,000	AP-XXX-XX-XX-XX-e-24-XXX-XX-XX	\$ 1,000	Not Available for 11 GHz due to regulations
3 Antennas	\$ 2,500	AP-XXX-XX-XX-XX-e-36-XXX-XX-XX	\$ 2,500	Not Available for 11 GHz and 24 GHz due to regulations
4 Antennas	\$ 4,500	AP-XXX-XX-XX-XX-e-48-XXX-XX-XX	\$ 4,500	Not Available for 24 GHz UL
6 Antennas	\$ 8,500	AP-XXX-XX-XX-XX-e-72-XXX-XX-XX	\$ 8,500	Only Available with 11, 13, 15, 18 GHz
WaveGuide (WR-42)	\$ -	AP-XXX-XX-XX-XX-e-WR-XXX-XX-XX	\$ -	

Order Code 1e: Choose IDU or ODU

	List (US)	Order Code Builder	List (US)	Notes
Indoor Modem Unit, Electrical Interface	\$ -	AP-XXX-XX-XX-XX-e-XX-IDU-XX-XX	\$ -	
Outdoor Modem Unit, Electrical Interface	\$ -	AP-XXX-XX-XX-XX-e-XX-ODU-XX-XX	\$ -	
Indoor/Outdoor Split Link Config, Electrical Interface	\$ -	AP-XXX-XX-XX-XX-e-XX-OIS-XX-XX	\$ -	
Indoor Modem Unit, Fiber Interface	\$ 1,000	AP-XXX-XX-XX-XX-e-XX-ODF-XX-XX	\$ 1,000	
Outdoor Modem Unit, Fiber Interface	\$ 2,500	AP-XXX-XX-XX-XX-e-XX-IDF-XX-XX	\$ 2,500	
Indoor/Outdoor Split Link Config, Fiber Interface	\$ 1,750	AP-XXX-XX-XX-XX-e-XX-OIF-XX-XX	\$ 1,750	

Order Code 1f: Choose Mounting Type

	List (US)	Order Code Builder	List (US)	Notes
Clip Mount, Regular Pole Mount	\$ -	AP-XXX-XX-XX-XX-e-XX-XX-XX-XX	\$ -	
Clip Mount, Shroud Mount	\$ 400	AP-XXX-XX-XX-XX-e-XX-XX-XX-CS-XX	\$ 400	
Screw Mount, Regular Pole Mount	\$ -	AP-XXX-XX-XX-XX-e-XX-XX-XX-SR-XX	\$ -	
Screw Mount, Shroud Mount	\$ 400	AP-XXX-XX-XX-XX-e-XX-XX-XX-SS-XX	\$ 400	
Antennaless Mount	\$ -	AP-XXX-XX-XX-XX-e-XX-XXX-AN-XX	\$ -	

Order Code 2 (for Flex): Choose Software License for AirPair Flex Bandwidth

	List (US)	Order Code Builder	List (US)	Notes
AirPair Flex, Software License, 10Mbps	\$ 1,000	AP-FLEX-SwLic-10	\$ 1,000	
AirPair Flex, Software License, 20Mbps	\$ 3,500	AP-FLEX-SwLic-20	\$ 3,500	
AirPair Flex, Software License, 30Mbps	\$ 5,500	AP-FLEX-SwLic-30	\$ 5,500	
AirPair Flex, Software License, 40Mbps	\$ 7,500	AP-FLEX-SwLic-40	\$ 7,500	
AirPair Flex, Software License, 50Mbps	\$ 9,500	AP-FLEX-SwLic-50	\$ 9,500	
AirPair Flex, Software License, 60Mbps	\$ 16,000	AP-FLEX-SwLic-100	\$ 16,000	
AirPair Flex, Software License, 100Mbps	\$ 18,000	AP-FLEX-SwLic-120	\$ 18,000	
AirPair Flex, Software License, 120Mbps	\$ 21,000	AP-FLEX-SwLic-150	\$ 21,000	
AirPair Flex, Software License, 170Mbps	\$ 23,000	AP-FLEX-SwLic-170	\$ 23,000	
AirPair Flex, Software License, 200Mbps	\$ 26,000	AP-FLEX-SwLic-200	\$ 26,000	

Order Code 3: Choose Cables

	List (US)	Order Code	List (US)	Notes
Release 3 ODU Bundled: 100 BT, 10 BT and DC Power 30 m	\$ 400	A-CAB-ODU-30-R3	\$ 400	
Release 3 ODU Bundled: 100 BT, 10 BT and DC Power 60 m	\$ 600	A-CAB-ODU-60-R3	\$ 600	
Release 3 ODU Bundled: 100 BT, 10 BT and DC Power 90 m	\$ 750	A-CAB-ODU-90-R3	\$ 750	
Release 4 ODU Bundled: 1000 BT, 10 BT and DC Power 30 m	\$ 400	A-CAB-ODU-30-R4	\$ 400	
Release 4 ODU Bundled: 1000 BT, 10 BT and DC Power 60 m	\$ 600	A-CAB-ODU-60-R4	\$ 600	
Release 4 ODU Bundled: 1000 BT, 10 BT and DC Power 90 m	\$ 750	A-CAB-ODU-90-R4	\$ 750	
Release 4 ODU Bundled: Fiber, 10 BT and DC Power 30 m	\$ 1,500	A-CAB-ODF-30-R4	\$ 1,500	
Release 4 ODU Bundled: Fiber, 10 BT and DC Power 60 m	\$ 2,000	A-CAB-ODF-60-R4	\$ 2,000	
Release 4 ODU Bundled: Fiber, 10 BT and DC Power 90 m	\$ 2,400	A-CAB-ODF-90-R4	\$ 2,400	
IDU Cable 30m LMR-400 Cable	\$ 400	A-CAB-IDU-30-LM	\$ 400	
IDU Cable 60m LMR-600 Cable	\$ 600	A-CAB-IDU-60-LM	\$ 600	
IDU Cable 90m LMR-900 Cable	\$ 2,000	A-CAB-IDU-90-LM	\$ 2,000	

Order Code 4: Choose Installation Kit

	List (US)	Order Code	List (US)	Notes
Choose Install Type				
Release 4 ODU AC Install Kit	\$ 1,700	A-INK-ODU-AC-XX-R4	\$ 1,700	(AC Adapters, Mounting, Grounding, Arrestors, Modem to Radio Cables)
Release 4 ODU DC Install Kit	\$ 1,500	A-INK-ODU-DC-XX-R4	\$ 1,500	(Mounting, Grounding, Arrestors, Modem to Radio Cables)
Release 4 IDU AC Install Kit	\$ 1,700	A-INK-IDU-AC-XX-R4	\$ 1,700	(AC Adapters, Mounting, Grounding, Arrestors, Modem to Radio Cables)
Release 4 IDU DC Install Kit	\$ 1,500	A-INK-IDU-DC-XX-R4	\$ 1,500	(Mounting, Grounding, Arrestors, Modem to Radio Cables)
Choose Country				
North America	\$ -	A-INK-XXX-XX-NA-XX	\$ -	
Europe	\$ -	A-INK-XXX-XX-EU-XX	\$ -	

Please refer to Product Rollout Document on DragonWave Partner Site for Product Availability

AirPair™ Accessories CY'06 Price List



Date: Effective January 26, 2006
Status: Approved

Notes

1. DragonWave reserves the right to issue a price change at anytime
2. Contact DragonWave Account Representative for Exchange Rates

Warranty and Services		List (US\$)	Order Code	List (US\$)	Notes
1 Year Extended Warranty		\$ 1,250	S-WTY-AP-XX-1YR	\$ 1,250	
1 Year Advanced replacement (Next Business Day) - Requires Warranty		\$ 500	S-ARP-AP-XX-1YR	\$ 500	
1 Year 24x7 Support - Warranty Required		\$ 500	S-DCR-AP-XX-1YR	\$ 500	
3 Year Warranty (2 Year Extension)		\$ 2,250	S-WTY-AP-XX-3YR	\$ 2,250	
3 Year Advanced replacement (Next Business Day) - Incl. Warranty		\$ 3,600	S-ARP-AP-XX-3YR	\$ 3,600	
3 Year 24x7 Support - Incl. Warranty		\$ 3,600	S-247-AP-XX-3YR	\$ 3,600	
3 Year DragonCare (24x7 Support, Ad., Replacement, Warranty)		\$ 5,000	S-DCR-AP-XX-3YR	\$ 5,000	
5 Year Warranty (4 Year Extension)		\$ 4,000	S-WTY-AP-XX-5YR	\$ 4,000	
5 Year Advanced replacement (Next Business Day) - Includes Warranty		\$ 6,000	S-ARP-AP-XX-5YR	\$ 6,000	
5 Year 24x7 Support - Includes Warranty		\$ 6,000	S-247-AP-XX-5YR	\$ 6,000	
5 Year DragonCare (24x7 Support, Ad., Replacement, Warranty)		\$ 8,000	S-DCR-AP-XX-5YR	\$ 8,000	
Additional Price If Package not purchased in 1st Year		\$ 1,250	S-WTY-AP-XX-1YR	\$ 1,250	
Re-Certification Cost - Outside Of Warranty - (Requires submission of diagnostics rep		\$ 1,250	S-RCR-WTY	\$ 1,250	
Support Cost outside of Program - Non-Discountable, maximum 3 hour call		\$ 250	S-SPT-HR	\$ 250	
Repairs outside of warranty are done on a best effort basis at a non-discountable hou		\$ 250	S-RPHR	\$ 250	

Warranty and Services Part 2		List (US\$)	Order Code	List (US\$)	Notes
North America Service			S-XXX-AP-NA-XXX		
Europe Service			S-XXX-AP-EU-XXX		

Training		List (US\$)	Order Code	List (US\$)	Notes
Training at customer site per day per class (Travel Costs additional)		\$ 2,000	S-TRN-AP-CS-1D	\$ 2,000	
Training at Dragonwave per day per student		\$ 750	S-TRN-AP-KT-1D	\$ 750	

Accessories		List (US\$)	Order Code	List (US\$)	Notes
18 GHz Dual Pole Rigid Mount		\$ 1,600	A-OPT-HMR-DPRM-18	\$ 1,600	
23 GHz Dual Pole Rigid Mount		\$ 1,600	A-OPT-HMR-DPRM-23	\$ 1,600	
25 GHz Dual Pole Rigid Mount		\$ 1,600	A-OPT-HMR-DPRM-26	\$ 1,600	
APX 104 Enhanced Quad T1/E1 Unit 110V/220V AC (1 Unit)		\$ 2,000	A-OPT-APX-104E	\$ 2,000	
APX 108 Enhanced 8T1/E1 Unit 110V/220V AC (1 Unit)		\$ 3,500	A-OPT-APX-108E	\$ 3,500	
Upmast Radio Switch		\$ 750	A-OPT-UMRS	\$ 750	
24" High Antenna Shroud (1 1/2" Antenna)		\$ 1,749	A-OPT-SHD-24	\$ 1,749	
48" Antenna Shroud (2-3 1/2" Antennas)		\$ 1,879	A-OPT-SHD-48	\$ 1,879	
72" High Antenna Shroud (4-5 Antennas)		\$ 2,033	A-OPT-SHD-72	\$ 2,033	
IDU-ODU Alignment Kit		\$ 1,500	A-OPT-INS-ALH-ID	\$ 1,500	
DragonWare Handheld PDA Radio Configurator		\$ 750	A-OPT-PDA	\$ 750	
AirPair Operation Manual - English (Hardcopy) - Release 3		\$ 50	A-OPT-MAN-R3	\$ 50	
AirPair Operation Manual - English (Hardcopy) - Release 4		\$ 50	A-OPT-MAN-R4	\$ 50	
18 GHz Parer: SP18 Radio Mount		\$ 1,600	A-OPT-HMR-PSRM-18	\$ 1,600	
23 GHz Power SP23 Radio Mount		\$ 1,600	A-OPT-HMR-PSRM-23	\$ 1,600	
26 GHz Parer: SP26 Radio Mount		\$ 1,600	A-OPT-HMR-PSRM-26	\$ 1,600	
Radio Rack Mount Plate 18 GHz		\$ 600	A-OPT-HMR-RRMP-18	\$ 600	
Radio Rack Mount Plate 23 GHz		\$ 600	A-OPT-HMR-RRMP-23	\$ 600	
Radio Rack Mount Plate 26 GHz		\$ 600	A-OPT-HMR-RRMP-26	\$ 600	
Radio Mount Kit for Shroud Radios		\$ 200	A-OPT-HMR-SRMK	\$ 200	
TEST ADAPTER 18GHZ		\$ 200	A-OPT-TEST-ADPT-18	\$ 200	
TEST ADAPTER 23GHZ		\$ 200	A-OPT-TEST-ADPT-23	\$ 200	
R4 Power to R3 Modem adapter		\$ 200	A-OPT-CPWR-R4P-R3M	\$ 200	
R2 to R3 Cable Adapter		\$ 500	A-CAB-ADAPT-ODU-R2-R3	\$ 500	
2m IDU RF Cable		\$ 150	A-OPT-CAB-IDU-2	\$ 150	
6m IDU RF Cable		\$ 185	A-OPT-CAB-IDU-6	\$ 185	
R3 cable to R4 Modem adapter		\$ 1,000	A-OPT-CAB-R3C-R4M	\$ 1,000	
R4 cable to R3 Modem adapter		\$ 1,000	A-OPT-CAB-R4C-R3M	\$ 1,000	
R3 Power to R4 Modem adapter		\$ 200	A-OPT-CPWR-R3P-R4M	\$ 200	
Optional Ground Kit		\$ 100	A-OPT-GRD-KIT	\$ 100	
Radio Clip K 1 23 GHz		\$ 200	A-OPT-HWR-CLKT-18G	\$ 200	
Radio Clip K 1 18 GHz		\$ 200	A-OPT-HWR-CLKT-23G	\$ 200	
Radio Clip KK 24 GHz Demis		\$ 200	A-OPT-HWR-CLKT-24D	\$ 200	
Radio Clip KK 24 GHz Unlicensed		\$ 200	A-OPT-HWR-CLKT-24U	\$ 200	
R3 IDU Surge Protector		\$ 250	A-OPT-IDU-SRG-R3	\$ 250	
R4 IDU Surge Protector		\$ 250	A-OPT-IDU-SRG-R4	\$ 250	
Release 3 Modem Mounting Plate		\$ 200	A-OPT-MDM-MNT-R3	\$ 200	
Release 4 Modem Mounting Plate		\$ 200	A-OPT-MDM-MNT-R4	\$ 200	
R3 O W Surge Protector		\$ 250	A-OPT-ODU-SRG-R3	\$ 250	
R4 O W Surge Protector		\$ 250	A-OPT-ODU-SRG-R4	\$ 250	

Antenna Upgrade

Antenna Upgrade Part 1		List (US\$)	Order Code	List (US\$)	Notes
Upgrade to 18 GHz, 36" Antenna from 24" Antenna		\$ 750	A-UPG-ANT-018-24T36-XX	\$ 750	
Upgrade to 18 GHz, 48" Antenna from 24" Antenna		\$ 1,750	A-UPG-ANT-018-24T48-XX	\$ 1,750	
Upgrade to 18 GHz, 72" Antenna from 24" Antenna		\$ 3,750	A-UPG-ANT-018-24T72-XX	\$ 3,750	
Upgrade to 23 GHz, 24" Antenna from 12" Antenna		\$ 500	A-UPG-ANT-023-12T24-XX	\$ 500	
Upgrade to 23 GHz, 36" Antenna from 12" Antenna		\$ 1,250	A-UPG-ANT-023-12T36-XX	\$ 1,250	
Upgrade to 23 GHz, 48" Antenna from 12" Antenna		\$ 2,250	A-UPG-ANT-023-12T48-XX	\$ 2,250	
Upgrade to 24 GHz UL, 24" Antenna from 12" Antenna		\$ 500	A-UPG-ANT-24U-12T24-XX	\$ 500	
Upgrade to 24 GHz DEMS, 24" Antenna from 12" Antenna		\$ 500	A-UPG-ANT-24D-12T24-XX	\$ 500	
Upgrade to 24 GHz DEMS, 36" Antenna from 12" Antenna		\$ 1,250	A-UPG-ANT-24D-12T36-XX	\$ 1,250	
Upgrade to 24 GHz DEMS, 48" Antenna from 12" Antenna		\$ 2,250	A-UPG-ANT-24D-12T48-XX	\$ 2,250	
Upgrade to 26 GHz ETSI, 24" Antenna from 12" Antenna		\$ 500	A-UPG-ANT-026-12T24-XX	\$ 500	
Upgrade to 26 GHz ETSI, 36" Antenna from 12" Antenna		\$ 1,250	A-UPG-ANT-026-12T36-XX	\$ 1,250	

Antenna Upgrade Part 2		List (US\$)	Order Code	List (US\$)	Notes
Clip Mount Antenna			A-UPG-ANT-XXX-XXXX-CM		
Screw Mount Antenna			A-UPG-ANT-XXX-XXXX-SM		

Bandwidth Upgrade		List (US\$)	Order Code	List (US\$)	Notes
Release 3 Upgrade AirPai-50 to AirPai-100 (Per Link)		\$ 6,000	A-UPG-BNW-100-R3	\$ 6,000	
Release 4 Upgrade AirPai-50 to AirPai-100 (Per Link)		\$ 6,000	A-UPG-BNW-100-R4	\$ 6,000	
Release 4 Upgrade AirPai-100 to AirPai-170 (Per Link)		\$ 8,000	A-UPG-BNW-170-R4	\$ 8,000	
Release 4 Upgrade AirPai-100 to AirPai-200 (Per Link)		\$ 12,000	A-UPG-BNW-200-R4	\$ 12,000	

Shipping Costs		List (US\$)	Order Code	List (US\$)	Notes
1 Week Shipping of 1 AirPair System in N.A. with 24" antennas		\$ 500	S-SHP-24-1-NA	\$ 500	
1 Week Shipping of 1 AirPair System in N.A. with 48" antennas		\$ 1,800	S-SHP-48-1-NA	\$ 1,800	
3 Days Shipping of 1 AirPair System in N.A. with 24" antennas		\$ 1,000	S-SHP-24-3-NA	\$ 1,000	
3 Days Shipping of 1 AirPair System in N.A. with 48" antennas		\$ 2,800	S-SHP-48-3-NA	\$ 2,800	
Overnight Shipping of 1 AirPair System in N.A. with 24" antennas		\$ 1,400	S-SHP-24-1-NA	\$ 1,400	
Overnight Shipping of 1 AirPair System in N.A. with 48" antennas		\$ 4,200	S-SHP-48-1-NA	\$ 4,200	

Radio Spares				
Step 1 Pick Frequency Type				
	List (\$US)	Order Code Builder	List (\$US)	Notes
A-SPR-18-NA-S-H-CAC-R4				
11 GHz FCCAC Band a	\$ 4,800	A-SPR-XX-11-NA-S-XXX-XX	4800	
15 GHz IC Band a	\$ 4,800	A-SPR-XX-15-IC-S-XXX-XX	4800	
18 GHz FCCAC Band b	\$ 3,800	A-SPR-XX-18-NA-S-XXX-XX	3800	
18 GHz FCCAC Band c	\$ 3,800	A-SPR-XX-18-NA-S-XXX-XX	3800	
23 GHz FCCAC Band c	\$ 3,800	A-SPR-XX-23-NA-S-XXX-XX	3800	
23 GHz FCCAC Band d	\$ 3,800	A-SPR-XX-23-NA-S-XXX-XX	3800	
24 GHz FCCAC Unlicensed	\$ 3,800	A-SPR-XX-24-NA-S-XXX-XX	3800	
24 GHz DEMs FCCAC 40 MHz Channels	\$ 3,800	A-SPR-XX-24-NA-S-XXX-XX	3800	
13 VV ETSI/TU/AUS Band a	\$ 4,800	A-SPR-XX-13-EU-S-XXX-XX	4800	
15 VV ETSI/TU/AUS Band a	\$ 4,800	A-SPR-XX-15-EU-S-XXX-XX	4800	
18 GHz ETSI Band c	\$ 3,800	A-SPR-XX-18-EU-S-XXX-XX	3800	
18 GHz ETSI Band d	\$ 3,800	A-SPR-XX-18-EU-S-XXX-XX	3800	
23 GHz ETSI Band a	\$ 3,800	A-SPR-XX-23-EU-S-XXX-XX	3800	
24 GHz ETSI Unlicensed	\$ 3,800	A-SPR-XX-24-EU-S-XXX-XX	3800	
25 GHz ETSI Band b	\$ 3,800	A-SPR-XX-25-EU-S-XXX-XX	3800	
25 GHz ETSI Band d	\$ 3,800	A-SPR-XX-25-EU-S-XXX-XX	3800	
18 GHz AUSTRALIA (ITU)	\$ 3,800	A-SPR-XX-18-AU-S-XXX-XX	3800	
23 GHz AUSTRALIA (ITU)	\$ 3,800	A-SPR-XX-23-AU-S-XXX-XX	3800	
Step 2 Pick Transmitter High or Low				
	List (\$US)	Order Code Builder	List (\$US)	Notes
Transmit High Radio	\$	A-SPR-XX-XX-XX-S-H-XXX-XX	0	
Transmit Radio La*	\$	A-SPR-XX-XX-XX-S-L-XXX-XX	0	
Full Band Radio	\$	A-SPR-XX-XX-XX-S-F-XXX-XX	0	For 24 GHz Unlicensed Bands Only
Step 3 Pick Mounting and Connector Type				
	List (\$US)	Order Code Builder	List (\$US)	Notes
Clip, Antenna Connection	\$ 0	A-SPK-XXX-XXX-XX-XX-S-CAC-XX	0	
WR, Antennaless	\$ 0	A-SPK-XXX-XXX-XX-XX-S-AWR-XX	0	
Screw, antennaless, 1-2" Mount	\$ 0	A-SPK-XXX-XXX-XX-XX-S-S01-XX	500	
Screw, Antennaless, 3-4" Mount	\$ 0	A-SPK-XXX-XXX-XX-XX-S-S03-XX	0	
Screw, 1/2 Ant	\$ 500	A-SPK-XXX-XXX-XX-XX-S-S12-XX	0	Antenna Required for 24 GHz UL Release 3
Screw, 24 Ant	\$ 1000	A-SPK-XXX-XXX-XX-XX-S-S24-XX	500	Antenna Required for 24 GHz UL Release 3
Step 4 Pick Power Option				
	List (\$US)	Order Code Builder	List (\$US)	Notes
Standard Power	\$	A-SPR-SP-XX-XX-XX-S-XXX-XX	0	
High Power	\$ 2,800	A-SPR-HP-XX-XX-XX-S-XXX-R4	2800	Only avail. in 18 FCC, 23 FCC & 23 ETSI with Rel 4
Step 5 Choose Release				
	List (\$US)	Order Code Builder	List (\$US)	Notes
Release 3	\$	A-SPR-XX-XX-XX-S-XXX-R3	0	
Release 4	\$	A-SPR-XX-XX-XX-S-XXX-R4	0	
Spares Kits (Includes 2 Radios, 1 Modem, and AC Adapter)				
Step 1 Pick Capacity & Hardware Platform				
	List (\$US)	Order Code Builder	List (\$US)	Notes
A-SPK-100-SP-11-NA-S-ODU-CWR-R3				
50 Mbps with 100T and upgradability to 100 Mbps (Rel. 3)	\$ 18,000	A-SPK-050-XX-XX-XX-S-XXX-XXX-R3	18000	
50 Mbps with 100/1000T and upgradability to 160/200 Mbps (Rel. 4)	\$ 18,000	A-SPK-050-XX-XX-XX-S-XXX-XXX-R4	18000	
100 Mbps with 100T (Rel. 3)	\$ 18,000	A-SPK-100-XX-XX-XX-S-XXX-XXX-R3	18000	
100 Mbps with 100/1000T and upgradability to 160/200 Mbps (Rel. 4)	\$ 18,000	A-SPK-100-XX-XX-XX-S-XXX-XXX-R4	18000	
120 Mbps with 100/1000T and upgradability to 200 Mbps (Rel. 4)	\$ 18,500	A-SPK-120-XX-XX-XX-S-XXX-XXX-R4	18500	
150 Mbps with 100/1000T (Rel. 4)	\$ 19,250	A-SPK-150-XX-XX-XX-S-XXX-XXX-R4	19250	
170 Mbps with 100/1000T (Rel. 4)	\$ 20,250	A-SPK-170-XX-XX-XX-S-XXX-XXX-R4	20250	
200 Mbps with 100/1000T (Rel. 4)	\$ 21,000	A-SPK-200-XX-XX-XX-S-XXX-XXX-R4	21000	
Step 2 Choose Power Option				
	List (\$US)	Order Code Builder	List (\$US)	Notes
Standard Power	\$	A-SPK-XXX-HP-XX-XX-S-XXX-XXX-XX	0	
High Power	\$ 5,600	A-SPK-XXX-HP-XX-XX-S-XXX-XXX-XX	5600	Only avail. in 18 FCC, 23 FCC & 23 ETSI with Rel 4
Step 3 Choose IDU or ODU				
	List (\$US)	Order Code Builder	List (\$US)	Notes
Indoor Modem Unit/Electrical Interface	\$	A-SPK-XXX-XX-XX-XX-S-IDU-XXX-XX	0	
Outdoor Modem Unit/Electrical Interface	\$	A-SPK-XXX-XX-XX-XX-S-ODU-XXX-XX	0	
Indoor Modem Unit/Fiber Interface	\$ 500	A-SPK-XXX-XX-XX-XX-S-IDF-XXX-XX	500	
Outdoor Modem Unit/Fiber Interface	\$ 1,250	A-SPK-XXX-XX-XX-XX-S-ODF-XXX-XX	1250	
Step 4 Pick Frequency Type				
	List (\$US)	Order Code Builder	List (\$US)	Notes
11 GHz FCCAC Band a	\$ 2,000	A-SPK-XXX-XX-11-NA-S-XXX-XXX-XX	2000	
15 GHz IC Band a	\$ 2,000	A-SPK-XXX-XX-15-IC-S-XXX-XXX-XX	2000	
18 GHz FCCAC Band b	\$	A-SPK-XXX-XX-18-NA-S-XXX-XXX-XX	0	
18 GHz FCCAC Band c	\$	A-SPK-XXX-XX-18-NA-S-XXX-XXX-XX	0	
23 GHz FCCAC Band c	\$	A-SPK-XXX-XX-23-NA-S-XXX-XXX-XX	0	
23 GHz FCCAC Band d	\$	A-SPK-XXX-XX-23-NA-S-XXX-XXX-XX	0	
24 GHz FCCAC Unlicensed	\$ (3,000)	A-SPK-XXX-XX-24-NA-S-XXX-XXX-XX	-3000	Single Radio w/12" Antenna
24 GHz DEMs FCCAC 40 MHz Channels	\$	A-SPK-XXX-XX-24-NA-S-XXX-XXX-XX	0	
13 GHz ETSI Band a	\$ 2,000	A-SPK-XXX-XX-13-EU-S-XXX-XXX-XX	2000	
15 GHz ETSI Band a	\$ 2,000	A-SPK-XXX-XX-15-EU-S-XXX-XXX-XX	2000	
18 GHz ETSI Band c	\$	A-SPK-XXX-XX-18-EU-S-XXX-XXX-XX	0	
18 GHz ETSI Band d	\$	A-SPK-XXX-XX-18-EU-S-XXX-XXX-XX	0	
23 GHz ETSI Band a	\$	A-SPK-XXX-XX-23-EU-S-XXX-XXX-XX	0	
24 GHz ETSI Unlicensed	\$ (3,000)	A-SPK-XXX-XX-24-EU-S-XXX-XXX-XX	-3000	Single Radio w/12" Antenna
25 GHz ETSI Band b	\$	A-SPK-XXX-XX-25-EU-S-XXX-XXX-XX	0	
25 GHz ETSI Band d	\$	A-SPK-XXX-XX-25-EU-S-XXX-XXX-XX	0	
18 GHz AUSTRALIA (ITU)	\$	A-SPK-XXX-XX-18-AU-S-XXX-XXX-XX	0	
23 GHz AUSTRALIA (ITU)	\$	A-SPK-XXX-XX-23-AU-S-XXX-XXX-XX	0	
Step 5 Pick Mounting and Connector Type				
	List (\$US)	Order Code Builder	List (\$US)	Notes
Clip, Antenna Connection	\$	A-SPK-XXX-XXX-XX-XX-S-CAC-XX	0	
WR, Antennaless	\$	A-SPK-XXX-XXX-XX-XX-S-AWR-XX	0	
Screw, antennaless, 1-2" Mount	\$ 500	A-SPK-XXX-XXX-XX-XX-S-S01-XX	500	
Screw, Antennaless, 3-4" Mount	\$	A-SPK-XXX-XXX-XX-XX-S-S03-XX	0	
Screw, 1/2 Ant	\$	A-SPK-XXX-XXX-XX-XX-S-S12-XX	0	Antenna Required for 24 GHz UL Release 3
Screw, 24 Ant	\$ 500	A-SPK-XXX-XXX-XX-XX-S-S24-XX	500	Antenna Required for 24 GHz UL Release 3
Spare Modems				
Step 1 Pick Capacity & Hardware Platform				
	List (\$US)	Order Code Builder	List (\$US)	Notes
A-SPM-050-IDU-R3				
50 Mbps with 100T and upgradability to 100 Mbps (Rel. 3)	\$ 10,000	A-SPM-050-XXX-R3	\$ 10,000	
50 Mbps with 100/1000T and upgradability to 160/200 Mbps (Rel. 4)	\$ 10,000	A-SPM-050-XXX-R4	\$ 10,000	
100 Mbps with 100T (Rel. 3)	\$ 12,000	A-SPM-100-XXX-R3	\$ 12,000	
100 Mbps with 100/1000T and upgradability to 160/200 Mbps (Rel. 4)	\$ 12,000	A-SPM-100-XXX-R4	\$ 12,000	
120 Mbps with 100/1000T and upgradability to 200 Mbps (Rel. 4)	\$ 12,500	A-SPM-120-XXX-R4	\$ 12,500	
150 Mbps with 100/1000T (Rel. 4)	\$ 13,250	A-SPM-150-XXX-R4	\$ 13,250	
170 Mbps with 100/1000T (Rel. 4)	\$ 14,250	A-SPM-170-XXX-R4	\$ 14,250	
200 Mbps with 100/1000T (Rel. 4)	\$ 15,000	A-SPM-200-XXX-R4	\$ 15,000	
Step 2 Choose IDU or ODU				
	List (\$US)	Order Code Builder	List (\$US)	Notes
Indoor Modem Unit/Electrical Interface	\$	A-SPM-XXX-IDU-XX	0	
Outdoor Modem Unit/Electrical Interface	\$	A-SPM-XXX-ODU-XX	0	
Indoor Modem Unit/Fiber Interface	\$ 500	A-SPM-XXX-IDF-XX	500	
Outdoor Modem Unit/Fiber Interface	\$ 1,250	A-SPM-XXX-ODF-XX	1250	
Spare parts				
Spare IDU Modem Fan	\$ 100	A-SPM-FAN	100	
Spare AC North America Power Supply	\$ 250	A-SPA-PWR-NA	250	
Spare AC European Power Supply	\$ 250	A-SPA-PWR-EU	250	

Please refer to Product Rollout Document on DragonWave Partner Site for Product Availability

INTERNET COMMERCE ENROLLMENT AGREEMENT

This Internet Commerce Enrollment Agreement (the "Agreement") by and between Cisco Systems, Inc., a California corporation ("Cisco"), having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134, and _____, a _____ corporation ("Customer") having its principal place of business at _____, is entered into as of the date the Authorized User clicks to accept this Agreement pursuant to the process described below ("the Effective Date"):

This Agreement consists the Agreement Terms and Conditions below, and the following attachments, which are incorporated in this Agreement by this reference:

1. Attachment 1: Configuration Express Procedures
2. Attachment 2: Terms and Conditions of Sale

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. Capitalized terms used herein shall have the meanings given in this Agreement or any attachment hereto.

TERMS AND CONDITIONS

1.0 Customer may enroll in Cisco's Networking Products' Marketplace (the "Program") by having a representative of Customer who is authorized to accept the terms of this Agreement and submit electronic orders on behalf of Customer ("Authorized User") click "I Agree" below this Agreement, indicating Customer's acceptance of the terms of this Agreement. Upon acceptance of this Agreement on behalf of Customer as provided below by the Authorized User, Cisco will entitle the Authorized User to submit electronic purchase orders for Cisco Products and Services through the Program. The Program enables the Authorized User to place orders on behalf of Customer for various Cisco Services and configure, price, and route orders for Cisco Products and submit such purchase orders electronically.

2.0 Customer represents that any person using the Program address/password is an Authorized User and has the authority to place orders for Cisco Products and Services on behalf of Customer. Program password security is the sole responsibility of Customer. An order placed through the Program is the equivalent of, and shall have the same legal effect as, a manually executed purchase order.

3.0 Customer shall have the right to delete or downgrade the ordering access of Authorized Users upon written notification to Cisco, with verification of receipt. Cisco shall use commercially reasonable efforts to implement such deletions or downgrades to the list of Authorized Users within a reasonable period of time after Cisco's verification of receipt of such written notification. Each individual representative of Customer must enroll separately in the Program pursuant to the click to accept procedure specified in Section 1.0 in order to become an Authorized User. The Authorized User agrees that if, after the Effective Date, any other representative of Customer enrolls in the Program pursuant to the click to accept procedure specified in Section 1.0 but under the terms of a newer version of this Agreement (the "New Agreement"), Authorized User's purchases of Products and Services will thereafter be governed by the terms of the New Agreement, and not this Agreement.

4.0 This Agreement is effective from the Effective Date until terminated. Either party may terminate this Agreement and Customer's participation in the Program, with or without cause, upon fifteen (15) days written notice to the other party.

5.0 Cisco reserves the right to accept or decline any purchase order submitted via the Program.

6.0 Customer agrees that a Cisco invoice may be the only documentation provided by Cisco regarding Customer's purchase of and payment for Cisco's Products and Services ordered via the Program.

7.0 Due to changes in Customer's needs, Customer may desire to make changes to a Product purchase order that has already been placed ("Change Order(s)"). Therefore, Cisco has established a procedure whereby Change Orders may be requested electronically through Cisco.com (the "IC Change Order Tool"). Customer understands and agrees that any Change Orders that are requested electronically shall conform to the requirements of this Section 7.0. In order to have access to the IC Change Orders Tool, Customer agrees, understands and accepts the following conditions: (a) Cisco may, at its own discretion, accept or reject, in whole or part, Change Orders, (b) Customer shall accept all of the Change Order changes that Cisco is able to perform, (c) the delivery date(s) may change as a result of requesting Change Orders, (d) Cisco will use commercially reasonable efforts to acknowledge receipt of Change Order request(s) within 24 hours of Change Order submission, unless specified otherwise, (e) the Change Order amends the original purchase order, (f) Cisco shall not be liable for any delay, damage, or inconvenience to Customer as a result of Cisco effectuating a Change Order, and (g) all Change Orders shall be subject to the terms and conditions of the Existing Agreement or, if there is no Existing Agreement, Attachment 2.

8.0 Cisco's Terms and Conditions of Sale set forth in Attachment 2 shall apply to all purchase orders placed with Cisco for Products and Services, unless Cisco and Customer have entered into another agreement (including but not limited to a written, click-wrap, click-and-accept or electronic agreement) regarding the purchase and license of the specific Cisco Products or Services being purchased and such agreement is in effect ("Existing Agreement"), in which case the terms and conditions of such Existing Agreement shall govern the purchase and license of those Cisco Products or Services. All capitalized terms used herein and not otherwise defined shall have the meanings given them in the applicable terms and conditions as specified in this Section 8.0.

9.0 THE PARTIES AGREE THAT CISCO SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM, OR AS A RESULT OF, THE ELECTRONIC TRANSMISSION (OR FAILURE TO TRANSMIT), IN WHOLE OR PART, OF ORDERS OR OTHER INFORMATION, EVEN IF CISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.0 Customer hereby waives any future challenge to the validity and enforceability of any purchase order submitted via the Program on the grounds that it was electronically transmitted and authorized.

11.0 Customer is responsible for all costs and charges, including, without limitation, phone charges and telecommunications equipment, incurred in using the Program.

12.0 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law, and the state and federal courts of California shall have jurisdiction over any claim arising hereunder. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

13.0 Neither this Agreement nor any right under this Agreement shall be assigned by either party. Any attempted assignment shall be void and of no effect.

IN WITNESS WHEREOF, Customer has caused this Agreement to be executed as the Date of Submission indicated below. By clicking "I Agree" below, the party accepting this Agreement warrants and represents that he/she is authorized to execute this Agreement on behalf of Customer.

Name _____
Title _____

Name _____
Title _____

Date

Company Name

Street Address

City, State/Province, Postal Code

Phone Number

Fax Number

Date

170 West Tasman Drive
San Jose, CA 95134-1706

ATTACHMENT 1
CONFIGURATION EXPRESS PROCEDURES

Configuration Express is a service that Customer may access through Cisco.com when ordering via the Program. Cisco.com may be accessed by visiting the following URL: www.cisco.com. Configuration Express allows Customer to supply Cisco with a desired software configuration for Product(s) that Customer orders electronically. Cisco will load this configuration onto the Product(s) prior to shipping the Product(s) to Customer.

Cisco shall not be responsible for the validity of the data transmitted by Customer related to the Customer's desired configuration pursuant to Configuration Express. As such, any failure of the Product(s) due to Customer-provided data being loaded onto the Product(s) shall not constitute a breach of this Agreement or any other Agreement between Cisco and Customer, including any warranties, limited or otherwise, applicable to the Product(s). Furthermore, Cisco shall not be liable for any delays, lost data or lost profits or any other damages, whether direct, indirect, incidental or consequential caused by Customer-provided data being transmitted and loaded onto the Product(s).

Customer agrees to defend, indemnify and hold harmless Cisco for any suits, claims or actions arising out of Customer-provided data being transmitted and loaded onto the Product(s).

In the event that invalid data has been transmitted by Customer, Cisco will, if Customer so requests and at an additional charge, use commercially reasonable efforts to reconfigure the Products. Such reconfiguration will be billed at Cisco's then current prices therefor.

By accepting this Agreement, Customer agrees that Cisco is not liable for the configuration data provided via Configuration Express.

Attachment 2

U. S. TERMS AND CONDITIONS OF SALE AND SOFTWARE LICENSE AGREEMENT

These Terms and Conditions of Sale and Software License Agreement ("Terms of Sale") shall apply to all purchase orders placed with Cisco for Products and Services, unless Cisco and Customer have entered into another agreement (including but not limited to a written, click-wrap, click-and-accept or electronic agreement) regarding the purchase and license of the specific Cisco Products or Services being purchased and such agreement is in effect ("Existing Agreement"), in which case the terms and conditions of such Existing Agreement shall govern the purchase and license of those Cisco Products or Services ordered via the Program. No form of acceptance except Cisco's written or electronic acknowledgment provided to Customer, or Cisco's commencement of performance, shall constitute valid acceptance of Customer's order. Any such acceptance is expressly conditioned on Customer's assent to the terms hereof and the exclusion of all other terms. If tender of these terms is deemed an offer, acceptance is expressly limited to the terms hereof.

1. PRODUCTS

1.1 (a) "Products" means, individually or collectively as appropriate, Hardware, licensed Software and documentation listed on Cisco's then current published price list. "Hardware" is the tangible product made available to Customer. "Software" is the machine readable (object code) version of the computer programs and any copies, updates to, or upgrades thereof listed from time to time on Cisco's then current published price list or provided with the Hardware and licensed by Cisco to Customer.

(b) "Services" means any maintenance, or technical support or any other services performed or to be performed by Cisco, as set forth in, or pursuant to, this Agreement; provided that "Services" does not include those services designated by Cisco as "Advanced Services" for which Cisco requires a separate statement of work to be executed between the parties.

1.2 Customer may purchase the Products and Services solely for the following purposes:

1.2.1 for Customer's internal business use; and

1.2.2 if Customer is in the business of providing network services to end users, which may include the following: access to the Internet, data and voice transmission and value-added telecommunications services related to such transmission in conjunction with telecommunications services to end users by Customer (collectively, "Network Services"), Cisco grants Customer a non-exclusive, non-transferable right to purchase the Products or Services for use in the United States only (the "Territory"), in creating and providing such Network Services to end users.

1.2.3 Customer may not resell or distribute the Products or Services to end-users or other third parties, including resellers.

Notwithstanding the foregoing, for any Products included in Cisco's then current global Price List, including but not limited to Products which become or have become Cisco Products as a result of an acquisition by Cisco of another entity, Cisco may impose certification, installation, or training requirements on Customer prior to allowing Customer to purchase Products, and may require on-going fulfillment of certification requirements to retain the right to buy and/or support such Products.

2. ORDERS

2.1 Customer shall purchase Products and Services by issuing a written or electronic purchase order signed (or sent in the case of an electronic purchase order) by an authorized representative or user, indicating specific Products or Services, quantity, price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, customer purchase order number, tax exempt certifications, if applicable, requested Service coverage term, if ordering Services, and any other special instructions (collectively a "Purchase Order"). The terms of the Internet Commerce Enrollment Agreement to which these Terms of Sale are attached

shall apply for any orders submitted electronically, via Cisco.com. Any contingencies contained on such Purchase Order are not binding upon Cisco. Cisco will accept or reject Purchase Orders according to its then-current process. The terms and conditions of these Terms of Sale prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence, submitted by Customer to Cisco and any such conflicting terms are deemed rejected by Cisco, unless expressly agreed in writing. All Purchase Orders are subject to approval and acceptance by the Cisco customer service order administration office of the Cisco entity that shall supply the Products or Services, and no other office is authorized to accept Purchase Orders on behalf of Cisco. Cisco will confirm acceptance of a Purchase Order for Services by issuing a list of Products covered by such Services (the "Equipment Schedule").

2.2 Customer has the right to defer Product shipment for no more than thirty (30) days from the originally scheduled shipping date, provided written notice is received by Cisco at least ten (10) days before the originally scheduled shipping date and that the revised shipping date is not more than ninety (90) days from the date of acceptance of the Purchase Order by Cisco. Canceled Purchase Orders, rescheduled deliveries or Product configuration changes made by Customer within ten (10) days of the original shipping date will be subject to acceptance by Cisco, and a fee may be applied, in accordance with Cisco's then-current Customer Order Cancellation Policy and Procedures. Cisco reserves the right to reschedule delivery in cases of configuration changes made within ten (10) days of scheduled shipping date.

3. SHIPPING AND DELIVERY

3.1 Shipping dates will be established by Cisco upon acceptance of Purchase Orders from Customer. Shipping dates will be assigned as close as practicable to the Customer's requested date based on Cisco's then-current lead times for the Products as indicated via Cisco.com access. Unless given written instruction by Customer, Cisco shall select the carrier.

3.2 Shipping terms are Ex Works per INCOTERMS 2000 at Cisco's site, San Jose, California or other Cisco-designated shipping location, which shall appear on Cisco's order acknowledgement and/or be accessible via Cisco.com. Title and risk of loss shall pass upon delivery by Cisco to the carrier or Customer's representative at the delivery point per the applicable shipping term. Customer shall be responsible for all freight, handling and insurance charges subsequent to delivery. In the event Cisco delivers the product in accordance with the applicable delivery term at a manufacturing site outside of the United States, delivery charges shall be rated based on a United States Ex Works delivery site. The ship-to address shall be specified on the order and the delivery location will appear on Cisco's order acknowledgement and/or be accessible via Cisco.com. In the event that Cisco offers additional delivery terms, including CIP (Carriage and insurance paid) to Customer's designated site, Customer may elect to utilize such delivery terms in lieu of the above, in consideration of the payment of Cisco's then-current charges for such delivery services. If Customer requests delivery of Products to Customer's forwarding agent or other representative in the country of shipment, Customer shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance. Except in accordance with the applicable delivery terms set forth in these Terms of Sale, in no event shall Cisco have any liability in connection with shipment, nor shall the carrier be deemed to be an agent of Cisco. Cisco shall not be liable for damage or penalty for delay in delivery or for failure to give notice of any delay.

3.3 All sales are final. Products shall be provided with written statements that set out the applicable warranties and remedies for any breach of such warranties.

3.4 Except as provided in Cisco's warranty statements, Cisco permits the return of unopened Products only when due to a Cisco shipping or order processing error. Other returns are subject to acceptance by Cisco, and a restocking fee may be applied, in accordance with Cisco's then-current Return Material Authorization Policy and Procedures.

4. PRICES AND PAYMENT

4.1 Prices for Products and Services shall be those specified in Cisco's then-current applicable price list, as updated periodically by Cisco. All prices are Ex Works per INCOTERMS 2000 at Cisco's San Jose site, San Jose, California, or other Cisco-designated shipping location. Cisco may change prices for the Products or for

Services at any time by issuance of a revised Price List (including via electronic posting) or other announcement of price change.

4.2 All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation, value added and withholding taxes which are levied or based upon such prices, or upon these Terms of Sale. Any taxes related to Products or Services purchased or licensed pursuant to these Terms of Sale shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible.

4.3 Upon and subject to credit approval by Cisco, payment terms shall be net thirty (30) days from shipping date, in the case of Products, and invoice date, in the case of Services. Unless otherwise specified by Cisco, all Services shall be invoiced in advance. All payments shall be made in U.S. currency. If at any time Customer is delinquent in the payment of any invoice or is otherwise in breach of these Terms of Sale, Cisco may, at its discretion, and without prejudice to its other rights, withhold entitlement to Services or withhold shipment (including partial shipments) of any order or may, at its option, require Customer to pre-pay for further shipments. Any sum not paid by Customer when due shall bear interest until paid at a rate of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is less. Customer grants Cisco a security interest in Products purchased under these Terms of Sale to secure payment for those Products purchased. If requested by Cisco, Customer agrees to execute financing statements to perfect this security interest.

5. PROPRIETARY RIGHTS AND SOFTWARE LICENSE

5.1 Subject to the terms and conditions of these Terms of Sale, Cisco grants Customer the following licenses for Cisco software for which Customer has paid the required license fee (the "Software"):

- 5.1.1 If Customer is an end user, Cisco grants to Customer a nonexclusive, nontransferable license to use the Software for Customer's internal business use. The license granted herein shall be for use of the Software in object code format only and solely as provided in Section 5.2 below.
- 5.1.2 If Customer is in the business of providing Network Services, Cisco grants Customer a nonexclusive, nontransferable license to use the Software to create and provide Network Services to End Users only in accordance with Section 5.2 below. Customer shall provide a copy of Cisco's standard end user license terms, as set forth in Section 5.2, to each end user of the Software prior to installation.

5.2 Customer License Terms:

- 5.2.1 The following terms govern Customer's use of the Software except to the extent a particular program (a) is the subject of a separate written agreement with Cisco or (b) includes a separate "click-on" license agreement as part of the installation process. If a term is defined in this Section and also defined elsewhere in these Terms of Sale, the definition provided in this Section shall apply to this Section only, and the definition provided elsewhere in these Terms of Sale shall apply to the remainder of the Agreement.
- 5.2.2 *License.* Subject to the terms and conditions of and except as otherwise provided in these Terms of Sale, Cisco Systems, Inc. or the Cisco Systems, Inc. subsidiary licensing the Software, if sale is not directly by Cisco Systems, Inc. and its suppliers grant to Customer a nonexclusive and nontransferable license to use the specific Cisco program modules, feature set(s) or feature(s) for which Customer has paid the required license fees, in object code form only. In addition, the foregoing license shall also be subject to each of the following limitations, as applicable:
 - Unless otherwise expressly provided in the documentation, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable documentation permits installation on non-Cisco equipment) for communication with Cisco equipment owned or leased by Customer;

- Customer's use of the Software shall be limited to use on a single hardware chassis, on a single central processing unit, as applicable, or use on such greater number of chassis or central processing units as Customer may have paid Cisco the required license fee; and
- Customer's use of the Software shall also be limited as applicable and set forth in Customer's purchase order or in Cisco's product catalog, user documentation, or web site, to the maximum number of (a) seats (i.e. users with access to the installed Software), (b) concurrent users, sessions, ports, and/or issued and outstanding IP addresses and/or (c), central processing unit cycles or instructions per second. Customer's use of the Software shall also be limited by any other restrictions set forth in Customer's purchase order or in Cisco's product catalog, user documentation or web site for the Software.

NOTE: For evaluation or beta copies for which Cisco does not charge a license fee, the above requirement to pay a license fee does not apply.

5.2.3 *General Limitations.* Except as otherwise expressly provided under these Terms of Sale, Customer shall have no right, and Customer specifically agrees not to:

- (i) transfer, assign or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand Cisco equipment, and any such attempted transfer, assignment or sublicense shall be void;
- (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do the same; or
- (iii) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software.

To the extent required by law, at Customer's request, Cisco shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Cisco's applicable fee. Customer shall observe strict obligations of confidentiality with respect to such information.

5.2.4 *Upgrades and Additional Copies.* For purposes of these Terms of Sale, "Software" shall include (and the terms and conditions of these Terms of Sale shall apply to) any upgrades, updates, bug fixes or modified versions (collectively, "Upgrades") or backup copies of the Software licensed or provided to Customer by Cisco or an authorized distributor for which Customer has paid the applicable license fees. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF SALE: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY SUCH ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE; (2) USE OF UPGRADES IS LIMITED TO CISCO EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR WHO OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) USE OF ADDITIONAL COPIES IS LIMITED TO BACKUP PURPOSES ONLY.

5.2.5 *Proprietary Notices.* Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in these Terms of Sale, Customer shall not make any copies or duplicates or any Software without the prior written permission of Cisco. Customer may make such backup copies of the Software as may be necessary for Customer's lawful use, provided

Customer affixes to such copies all copyright, confidentiality, and proprietary notices that appear on the original.

- 5.2.6 *Protection of Information.* Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Cisco. Customer shall not disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Cisco. Customer shall implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with Cisco.
- 5.2.7 *Restricted Rights.* Cisco's commercial software and commercial computer software documentation is provided to United States Government agencies in accordance with the terms of these Terms of Sale, and per subparagraph "(c)" of the "Commercial Computer Software - Restricted Rights" clause at FAR 52.227-19 (June 1987). For DOD agencies, the restrictions set forth in the "Technical Data-Commercial Items" clause at DFARS 252.227-7015 (Nov 1995) shall also apply.
- 5.2.8 *Term and Termination.* This license is effective until terminated. Customer may terminate this license at any time by destroying all copies of Software including any documentation. Customer's rights under this license will terminate immediately without notice from Cisco if Customer fails to comply with any provision of this license. Upon termination, Customer must destroy all copies of Software in its possession or control.
- 5.2.9 *Customer Records.* Customer grants to Cisco and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with these Terms of Sale. In the event such audit discloses non-compliance with these Terms of Sale, Customer shall promptly pay to Cisco the appropriate licensee fees.
- 5.2.10 *Export.* Software, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software.
- 5.2.11 *U.S. Government End Users.* The Software and associated software documentation qualify as "commercial items," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R.12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, Licensee will provide to Government end user, or, if these Terms of Sale are direct Government end user will acquire, the Software and software documentation with only those rights set forth herein that apply to non-governmental customers. Use of this Software and software documentation constitutes agreement by the government entity that the computer software and computer software documentation is commercial, and constitutes acceptance of the rights and restrictions herein.

6. LIMITED WARRANTY

6.1 SERVICES. ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. CUSTOMER MUST NOTIFY CISCO PROMPTLY OF ANY CLAIMED BREACH OF THIS SERVICE WARRANTY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT CISCO'S OPTION, RE-PERFORMANCE OF THE SERVICES; OR TERMINATION OF THE APPLICABLE EQUIPMENT SCHEDULE AND RETURN OF THE PORTION OF THE FEES PAID TO CISCO BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES OR DELIVERABLES. THIS WARRANTY IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11 HEREOF.

6.2 PRODUCT. Notwithstanding any other provision hereof, Cisco's sole and exclusive warranty obligations for the Product sold hereunder are set forth in Cisco's Limited Warranty Statement delivered with the Product. Customer shall not make any warranty commitment, whether written or oral, on Cisco's behalf. Customer shall indemnify Cisco for any warranties made in addition to Cisco's standard warranty and for any misrepresentation of Cisco's reputation or Cisco's Products.

6.3 RESTRICTIONS. OTHER THAN THE LIMITED WARRANTIES REFERRED TO ABOVE IN SECTIONS 6.1 AND 6.2, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped.

7. PATENT AND COPYRIGHT INFRINGEMENT

7.1 Cisco will have the obligation and right to defend any claim, suit or proceeding brought against Customer so far as it is based on a claim that any Product supplied hereunder infringes (i) a United States copyright or (ii) an existing United States patent (issued as of the effective date of these Terms of Sale) or (iii) a copyright valid in, or patent issued as of the Effective Date by, a member state of the European Union, Norway, Switzerland, Canada, Japan, New Zealand or Australia (collectively "Claim"). In addition, Cisco shall indemnify Customer against final judgments entered in such a suit or proceeding by a court of competent jurisdiction and against settlements arising out of such Claim. Cisco's obligation specified in this paragraph will be conditioned on Customer notifying Cisco promptly in writing of the Claim or threat thereof and giving Cisco full authority to conduct and control the defense and settlement thereof and providing information, and assistance as requested. If a Claim has occurred, or in Cisco's opinion is likely to occur, Customer agrees to permit Cisco, at Cisco's option and expense, either to: (a) procure for Customer the right to continue using the Product; (b) replace or modify the same so that it becomes noninfringing; or, (c) if neither of the foregoing alternatives is reasonably available, immediately terminate Cisco's obligations (and Customer's rights) under these Terms of Sale with regard to such Products, and, if Customer returns such Product to Cisco, refund to Customer the price originally paid by Customer to Cisco for such Product as depreciated or amortized by an equal annual amount over the lifetime of the Product as established by Cisco.

7.2 Notwithstanding the foregoing, Cisco has no liability for, and Customer will indemnify Cisco against, any claim based upon: (a) the combination, operation, or use of any Product supplied hereunder with equipment, devices, or software not supplied by Cisco; (b) alteration or modification of any Product supplied hereunder; (c) Cisco's compliance with Customer's designs, specifications or instructions; or (d) services offered or used by Customer through operation of the Products or revenue received by Customer from its services.

7.3 Notwithstanding any other provisions hereof, Cisco shall not be liable for any claim based on Customer's use of the Products as shipped after Cisco has informed the Customer of modifications or changes in the Products required to avoid such claims if such claim would have been avoided or reduced by implementation of Cisco's suggestions.

7.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF CISCO AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO INFRINGEMENT OF PROPRIETARY RIGHTS. THE FOREGOING IS GIVEN TO CUSTOMER SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND CISCO DISCLAIMS, ALL WARRANTIES OF NONINFRINGEMENT WITH RESPECT TO THE PRODUCTS.

8. EXPORT, RE-EXPORT AND TRANSFER CONTROLS

The Products and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms of Sale are subject to export controls under the laws and regulations of the United States (U.S.). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Customer's obligation under this clause shall survive the expiration or termination of these Terms of Sale. Detailed information regarding compliance with U.S. use, export, re-export, and transfer laws may be located at the following URL: http://www.cisco.com/wwl/export/compliance_provision.html.

9. COMPLIANCE WITH LAWS

9.1 Cisco shall comply with all standards that Cisco has placarded on the Products and shall comply with all laws and regulations applicable at the site of manufacture to the manufacture of the Products, not including non-mandatory standards body recommendations. Cisco shall not be responsible for noncompliance with laws arising out of combination, operation or use of the Products with Products not supplied by Cisco where use of the Products without such combination, operation or use would be in compliance with such laws. In the event of any third party claim against Customer relating to the foregoing, Cisco shall provide reasonable information and assistance in the resolution of the claim. Cisco shall comply with all Customer's reasonable internal security rules and procedures; however, Cisco and Cisco's personnel or agents shall not be required to sign individual agreements with Customer or waive any personal rights regarding same.

9.2 Customer shall obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures including requirements applicable to the use of Products or Services under telecommunications and other laws and regulations, of any government where the Products or Services are to be sold, used or deployed. In the event of any third party claim against Cisco relating to the foregoing, Customer shall provide reasonable information and assistance in the resolution of the claim. Customer hereby represents and warrants that it shall not act in any fashion or take any action or permit or authorize any action which will render Cisco liable for a violation of the U.S. Foreign Corrupt Practices Act, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Cisco in obtaining or retaining business.

10. CONFIDENTIAL INFORMATION

10.1 "Confidential Information" to be disclosed by Customer under these Terms of Sale is information regarding Customer's network operations and technical plans and marketing and financial data, and "Confidential Information" to be disclosed by Cisco under these Terms of Sale is information regarding Cisco's Products and Services, technical, financial and marketing data, information relating to future product and service development, and information posted on Cisco.com. The Receiving Party may use the Confidential Information solely for the purpose of furtherance of the business relationship between the parties, as provided in these Terms of Sale and shall not disclose the Confidential Information to any third party, other than to employees of the Receiving Party and its Affiliates who have a need to have access to and knowledge of the Confidential Information, solely for the purpose authorized above. Each party shall take appropriate measures by instruction and agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. Information (other than that on Cisco.com) disclosed by the Disclosing Party in written or other tangible form will be considered Confidential Information only if such information is conspicuously designated as "Confidential," "Proprietary" or a similar legend. Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within thirty (30) days of disclosure. Confidential Information disclosed to the Receiving Party by any Affiliate or agent of the Disclosing Party is subject to these Terms of Sale.

10.2 The Receiving Party shall have no obligation with respect to information which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of these Terms of Sale; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of

the Confidential Information and such independent development can be shown by documentary evidence; (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; or (vi) is disclosed by the Receiving Party pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides (a) prior written notice to the Disclosing Party of such obligation and (b) the opportunity to oppose such disclosure. Upon written demand by the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

10.3 The terms of confidentiality under these Terms of Sale shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently, or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in these Terms of Sale will be construed as a representation or agreement that the Receiving Party will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under these Terms of Sale in connection with such development. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein, provided such Confidential Information is not expressly incorporated in a tangible form provided by the Disclosing Party. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

10.4 Each party shall retain all right, title and interest to such party's Confidential Information. No license under any trademark, patent or copyright, or application for same is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party. WITHOUT PREJUDICE TO THE EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THESE TERMS OF SALE, CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT, SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

10.5 Neither party shall disclose, advertise, or publish either the existence, the subject matter, any discussions relating to or the terms and conditions of these Terms of Sale (or any summary of any of the foregoing) to any third party without the prior written consent of the other party. Any press release or publication regarding these Terms of Sale is subject to prior review and written approval of the parties. Either party may, at its discretion, withhold its approval for any reason whatsoever.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF CISCO AND ITS SUPPLIERS UNDER THESE TERMS OF SALE OR OTHERWISE AND HOWSOEVER ARISING SHALL BE LIMITED SEPARATELY FOR PRODUCTS AND SERVICES PURCHASES AND THE RESPECTIVE ACTIVITIES (OR ANY FAILURE TO ACT) CONNECTED WITH SUCH PURCHASES, TO THE MONEY PAID TO CISCO FOR PRODUCTS OR FOR SERVICES, SEPARATELY AND AS APPLICABLE, UNDER THESE TERMS OF SALE DURING OR FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

12. CONSEQUENTIAL DAMAGES WAIVER

IN NO EVENT SHALL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF CISCO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

13. TERM AND TERMINATION.

13.1 This Agreement shall commence on the Effective Date and continue thereafter, unless terminated as set forth below. Either party may terminate these Terms of Sale at any time for any reason or no reason by providing at least ninety (90) days prior notice to the other party.

13.2 Cisco may, upon twenty (20) days written notice, terminate these Terms of Sale in the event it becomes known that Customer or intends to: (i) acquire a controlling interest in a competitor of Cisco, or (ii) Customer is to be acquired by, or a controlling interest in Customer is to be transferred to, a competitor of Cisco.

13.3 This Agreement may be terminated immediately by either party through written notice under any of the following conditions: (i) either party ceases to carry on business as a going concern, either party becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to a substantial part of its assets or an act similar to any of the forgoing occurs under applicable law, or (ii) either party breaches any of the material provisions of these Terms of Sale and fails to remedy such breach within thirty (30) days after written notification by the other party of such breach.

13.4 Notwithstanding any other provision of these Terms of Sale, these Terms of Sale may be terminated immediately by Cisco in the event of Customer's breach of Section 5, Proprietary Rights and Software Licensing, or Section 10, Confidential Information or Section 8 Export, Re-Export and Transfer Controls.

13.5 Upon termination of these Terms of Sale, (a) Cisco reserves the right to cease all further deliveries due against existing Purchase Orders unless Customer agrees to pay for such deliveries by certified or cashier's check prior to shipment, (b) all outstanding invoices immediately become due and payable, and (c) all rights and licenses of Customer hereunder shall terminate, except as set forth in Section 15.10 ["Survival"]; provided that if termination is pursuant to Section 13.4, all Software licenses granted hereunder shall be subject to the rights and obligations set forth in Section 5, notwithstanding Section 15.10.

13.6 Additionally, upon termination of these Terms of Sale Customer shall immediately return to Cisco all Confidential Information and data (including all copies thereof) then in Customer's possession or custody or control including, without limitation: (i) all technical materials and business plans supplied by Cisco; and (ii) any customer or prospect lists provided by Cisco.

14. SERVICES.

14.1 Customer may place Purchase Orders through the Program for the various Services offered by Cisco. The provision of any such Services, if accepted by Cisco, shall be subject to these Terms of Sale as well as the additional terms and conditions set forth in Cisco's then current applicable support document that describes in detail the deliverables and other terms applicable to such Services unless an Existing Agreement is in place in which case the terms of the Existing Agreement shall govern the provision of any such Services. Copies of such applicable support documents can be obtained by sending a request to serviceterms@cisco.com, indicating the Service requested, the country in which Customer is located and the country in which the requested Services are to be delivered.

14.2 Cisco reserves the right to subcontract services to a third party maintenance organization to provide Services to Customer.

15. GENERAL PROVISIONS

15.1 CHOICE OF LAW. The validity, interpretation, and performance of these Terms of Sale shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law, and the State and federal courts of California shall have jurisdiction over any claim arising hereunder. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's proprietary rights.

15.2 FORCE MAJEURE. Cisco shall not be liable for any delay or failure in performance whatsoever due to events outside Cisco's reasonable control, including without limitation acts of God, earthquakes, labor disputes, shortage of supplies, riots, war, acts of terrorism, fire, epidemics, delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of Cisco under this Section shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

15.3 NO WAIVER. No waiver of rights under these Terms of Sale by either party shall constitute a subsequent waiver of this or any other right under these Terms of Sale.

15.4 ASSIGNMENT. Neither these Terms of Sale nor any rights under these Terms of Sale, other than monies due or to become due, shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Cisco. Cisco shall have the right to assign all or part of these Terms of Sale without Customer's approval. These Terms of Sale shall bind and inure to the benefit of the successors and permitted assigns of the parties.

15.5 SEVERABILITY. In the event that any of the terms of these Terms of Sale become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from these Terms of Sale. All remaining terms of these Terms of Sale shall remain in full force and effect.

15.6 ATTORNEYS FEES. In any suit or proceeding relating to these Terms of Sale, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of these Terms of Sale, and shall survive and not be merged into any such judgment.

15.7 NO AGENCY. These Terms of Sale do not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

15.8 ENTIRE AGREEMENT. These Terms of Sale, including the Product warranty referenced herein, constitute the entire agreement between the parties hereto concerning the subject matter of these Terms of Sale, and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, which are not specified herein. These Terms of Sale may only be modified by a written document executed by the parties hereto.

15.9 Product Changes. Alterations to any Product which Cisco deems necessary to comply with specifications, changed safety standards or governmental regulations, to make the Product noninfringing with respect to any patent, copyright or other proprietary interest, or to otherwise improve the Product may be made at any time by Cisco without prior notice to or consent of Customer and such altered Product shall be deemed fully conforming.

15.10 Notices. All notices required or permitted under these Terms of Sale will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or, in the case of Cisco,

electronic mail to "contract-notice@cisco.com" (provided that the original document is placed in air mail/air courier or delivered personally, within seven days of the facsimile or electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of these Terms of Sale or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph.

15.11 Survival. Sections 4 through 15 shall survive the termination of these Terms of Sale, subject to Section 13.4.

15.12 Headings. Headings of sections have been added only for convenience and shall not be deemed part of these Terms of Sale.

Schedule 3.6

Intellectual Property

Section 3.6(c)

EarthLink has or will be granting a perpetual, fully paid-up, royalty free, worldwide, non-revocable, transferable license to each purchaser of a network created by EarthLink with respect to the provision of WiFi broadband Internet service using 802.11 protocol to subscribers in a particular city related to (1) the network architecture installed by EarthLink in that city, (2) the assets related exclusively to the network in that city that are purchased by such purchaser, and (3) certain SSIDs currently in use in that network and its configuration.

In addition, Seller has assigned or will be assigning to each purchaser of a network created by EarthLink its rights with respect to the assets transferred for a particular network pursuant to that certain Product Sales, Services and Support Agreement, dated as December 22, 2005, by and between EarthLink, Inc. and Motorola, Inc.

Schedule 6.7

Additional Equipment

AWC Inventory	Tropos Units - 5210s		Canopy Units (with mounting kit)		
	Quantity	Serial Number	Quantity	Serial Number	Freq.
	1	22686	1	6069HA02N0	5.7 GHz
	1	100434	1	6069GEG674	5.7 GHz
	1	100532	1	6069GCP360	5.7GHz
	1	48068	1	6069HA02N6	5.7GHz
	1	22630	1	6069GEG209	5.7GHz
	1	48133	1	6069HA02P4	5.7GHz
	1	48093	1	6069GEW544	5.2GHz
	1	48584	1	6069GG2LL4	5.2GHz
	1	100497	1	6069GG2LKG	5.2GHz
	1	27413	1	6069GG2F93	5.2GHz
	1	22680	1	6069GEP201	5.2GHz
	1	46910	1	6065FW4950	5.2GHz