

**Additional Services:**

**Nextel Custom Network Solutions**

Nextel Custom Network Solutions include: Custom engineering design and site analysis, radio frequency distribution equipment, system implementation, customized applications and support to provide reliable in-building and campus wide wireless voice and data communications. Nextel services include:

- ❖ Digital Two-Way Radio (Direct Connect), Digital Cellular, Alphanumeric Messaging, Two-Way Messaging and Real Time Access to Government Information and Custom Data Applications.

Nextel Custom Network Solutions design and deploy custom coverage and capacity augmentations to meet the specific requirements of the work place from small spot coverage to large scale campus solutions. The CNS Group has four primary responsibilities:

<b>COVERAGE</b>	Enhance on-site coverage to meet the needs of the customer's in-building and campus work environment.
<b>CAPACITY</b>	Install sufficient network capacity to meet high concentrations of users.
<b>CONTROL</b>	Nextel Wireless Manager provides customer driven account management tools to simplify ordering, tracking and trouble tickets for equipment, services and billing.
<b>CUSTOM APPLICATIONS</b>	Deliver technologically advanced applications like disaster recovery/continuity of communications through Mobile Extension PBX integration services.

The Nextel Custom Network Solution (CNS) provides coverage and services on a CNS amendment to the GSA Contract. The Customer will allow Nextel, at Nextel's cost, to construct and operate an in-building or campus distributed antennae System and connect to associated fiber-optic and coaxial based RF distribution systems provided by Nextel (collectively, the "Custom Site") in order to provide Nextel services within the Customer's location(s) and to connect the Custom Site to the Nextel wireless network. The CNS requires a three-year agreement subject to government availability of funds. A minimum of 200 Nextel Units must be activated on an approved Nextel Rate plan. In addition to the three-year agreement, the customer must pay a service activation fee based on the cost of the coverage solution and a monthly CNS fee based on the number of Nextel Units that the customer can commit to on the CNS amendment. The cost of the Nextel handsets & the monthly access rates are an additional expenditure, and are not included in the CNS fee or in the CNS Activation fee. The GSA rate plans and equipment discounts will apply on the monthly service and handset procurement.

The Customer can waive the monthly CNS fee by electing to pay for the entire cost of building the CNS at the completion of the CNS installation.

The matrix chart is for informational purposes ONLY. Each Custom Network Solution will be negotiated separately, taking into account the different costs factors illustrated in the matrix.

		Nextel Born Cost for Building the Custom Network Solution				
		\$200k-\$400k	\$400k-\$600k	\$600k-\$800k	\$800k-\$1 Mil	\$1Mil+
		A	B	C	D	E
<b>Customer Unit Commitment</b>	200	\$42	\$76	\$110	\$144	<b>Reviewed Case by Case</b>
	300	\$21	\$44	\$66	\$90	
	400	\$11	\$28	\$45	\$62	
	500	\$5	\$19	\$32	\$46	
	600	\$1	\$12	\$17	\$31	
	700	0	\$8	\$13	\$27	
	800	0	\$4	\$9	\$21	
	900	0	\$2	\$6	\$17	
	1000	0	\$1	\$4	\$13	
	1100	0	0	\$2	\$10	
	1200	0	0	0	\$8	
	1300	0	0	0	\$5	
			Monthly Per Unit CNS Fee			
<b>Activation Charge</b>		\$75,000 CNS Activation Charge	\$125,000 CNS Activation Charge	175,000 CNS Activation Charge	\$225,000 CNS Activation Charge	

**The CNS Monthly Fee is Assessed Per Unit on the CNS Contract and Includes:**

- On-Going Maintenance
- Upgrades to System Software
- Wireless Manager Account Management Software
- Custom On-Site Training
- Specialized Customer Care
- Detailed Engineering Review of Coverage Plan
- RF Engineering and Site Survey
- May include Mobile Extension Service

**Elements of the Nextel CNS:**

- Purchase of at least 200 Nextel Handsets at the National Retail Price
- Activation of a Monthly Service Plan for Every Unit on the CNS Contract
- Payment of the CNS Activation Charge
- Payment of the Monthly CNS Fee (Assessed per unit on the CNS Contract) OR
- Customer may elect to pay the entire cost of the CNS at the competition of the CNS Installation.
- Each CNS Contract will stipulate site-specific requirements including rent-free space to house the equipment and access rights to the CNS equipment after installation

**Ongoing Maintenance Support:**

Annual maintenance is available upon expiration of the original three-year commitment period.

The fee is based on the cost ranges of each build, not the number of units.

Column A =\$200k-\$400K	Annual Maintenance Fee \$9,000
Column B =\$400k-\$600K	Annual Maintenance Fee \$15,000
Column C =\$600k-\$800K	Annual Maintenance Fee \$21,000
Column D =\$800k-\$1Mil	Annual Maintenance Fee \$27,000
Column E =\$1Mil+	Case by Case Review

**Mobile Extension PBX Disaster Recovery**

Overview:

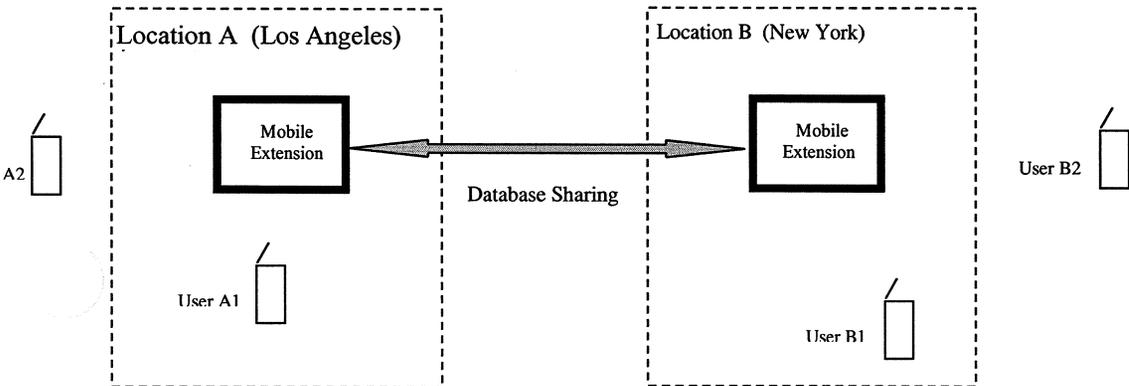
The ability of the Mobile Extension system to accept and redirect calls to and from a wide range of sources makes it an ideal system to assist in disaster recovery for many situations. The Mobile Extension database of user information can be duplicated on multiple servers within the environment through the use of standard IP data transfer. This database sharing will allow for quick resumption of service to those users in the event that one server becomes inaccessible. Mobile ExtensionCS is a multi-level voice continuity solution that enables organizations to survive a voice network disaster with patent pending "continuity and mobility" products. This product allows for seamless communications even when the main communications infrastructure has become incapable of completing calls. This may be due to failure or overflow traffic. This product is targeted towards the government and large enterprises that must always remain in constant communications. Mobile Extension Continuity Of Government (COG) protects your organization in the event of voice system failure, network failure or evacuation. Mobile Extension COG is also able to perform sophisticated roll call functions and remote employee management. Mobile ExtensionCOG is capable of extending Department of Defense Multi Level Precedence and Preemption (MLPP) and other preemption services to satellite, VoIP and other remote devices.

Implementation:

In order to implement disaster recovery, a second Mobile Extension server should be placed at a separate location. The servers can be configured to share database and user information.

Usage / Evacuation:

In the event of an evacuation at Location A (primary location), Mobile Extension can be changed remotely to reroute inbound calls to any new location such as a temporary office space, home office, or an office at Location B (alternate location).



In the event of a loss of all infrastructure at Location A, automatic routing from the LEC will send all inbound calls to Mobile Extension at Location B. Users will then be able to use internal and long distance dialing, receive inbound calls on mobile phones, and reroute all calls to any new location once available.

Automatic routing from the LEC sends all inbound calls to Mobile Extension at Location B. Users will then be able to use internal and long distance dialing, receive in-bound calls on mobile phones, and reroute all calls to any new location once available from the Mobile Extension server in Location B.

The disaster recovery potential of Mobile Extension can take many forms such as assisting in the loss of a PBX, evacuation of an entire building, or loss of both the PBX and Mobile Extension server at a particular location.

#### **Mobile Extension:**

The system seamlessly links mobile and remote employees to the corporation's PBX. Employees can utilize all PBX features nationwide with their cellular phone.

The base unit consists of one chassis, one quad T1 board that can accommodate approximately 46 simultaneous callers, one user interface module and one DirectRoute™ wireless voice mail integration module, and 50 user licenses. The system is scalable to fit any agency size.

Customers can order Mobile Extension by including the Mobile Extension Service on the CNS Service Monthly fee or CNS unit commitment.

#### **Terms & Conditions for Custom Network Solutions**

At a minimum, customers purchasing Custom Network Solutions services will be required to abide by the following terms and conditions:

1. SERVICE DESCRIPTION. Contractor will use commercially reasonable efforts to provide an enhanced Custom Network Solutions ("CNS") System to construct and operate an in-building or campus distributed antenna system and connect to associated fiber-optic and coaxial based radio frequency distribution systems. The CNS System may include but is not limited to the following: custom engineering design and site analysis, distribution of radio frequency equipment, installation of bi-directional amplifier ("BDA") and/or enhanced base transceiver system ("EBTS"), installation of antennae and cabling, mobile extension PBX integration service, system implementation, and customized applications and support.
2. PURCHASE COMMITMENT. In exchange for Contractor installing the CNS System, the Ordering Office agrees to activate and maintain at a minimum number of phone units.
3. SHORTFALL FEE. In the event the Ordering Office fails to maintain the required minimum number of active units, Contractor shall assess the Ordering Office a shortfall fee equal to: (i) the minimum required units, less (ii) the Active Subscriber Unit Count, multiplied by (iii) a shortfall fee, not to exceed \$45.00 per unit. Contractor shall invoice the Ordering Office for such shortfalls monthly, and the Ordering Office shall pay such invoices in accordance with the payment terms set forth in Contract regarding payment (FAR 52212-4) Contract Terms and Conditions -- Commercial Items.

Contractor and the Ordering Office agree that the fees charged approximate the amounts that would be recovered by Contractor from payments to be made by the Ordering Office hereunder later during the Delivery Order period of performance, based on the Ordering Office's required minimum. These amounts are meant to compensate Contractor for such shortfall. Such amounts have been

established by the parties to reflect the unamortized costs, which will be incurred by Contractor as a result of the Ordering Office's failure to maintain the required minimum, and are not in the nature of, and shall not be deemed to be, a penalty or liquidated damages.

4. LICENSE AND USE OF SPACE. Ordering Office hereby grants to Contractor a non-transferable (except to Contractor's affiliated companies providing Service) and non-exclusive limited license to install, maintain and operate certain wireless communications equipment (as more fully described herein) at the Ordering Office's designated location ("Premises"). Contractor understands and agrees that the right to use Ordering Office's Premises is a limited license and is not intended to convey any real estate interest in and to Premises, and Contractor shall use the Premises, solely and exclusively for the installation, maintenance and operation of wireless communications equipment. Ordering Office represents and warrants that Ordering Office owns or leases, and covenants that it shall own or lease, or have a right to use, free and clear of all liens and encumbrances, other than lessors' interests, or security interests of Vendor's lenders, appropriate right, title, or interest in and to the property that Ordering Office licenses to Contractor for the installation and operation of the CNS System. If Ordering Office does not own the Premises, Ordering Office represents and warrants that Ordering Office has obtained all necessary permission, consent and/or approvals necessary for the installation and operation of the Equipment.

5. PREMISES. The Ordering Office agrees the Premises must meet Contractor's minimum requirements, including site preparation and the availability of adequate telephone service and power source, in order for Contractor to install the equipment. The Ordering Office is responsible for obtaining all necessary permission, consent and/or approvals necessary for the installation and operation of the equipment.

6. ACCESS. The Ordering Office hereby grants Contractor access to the Premises for the purpose of installing, repairing, servicing, maintaining and removing the CNS System twenty-four (24) hours a day, seven (7) days a week.

7. Pre-SITE INSPECTION. Prior to Nextel performing the required site survey for design implementation, Nextel will request from the customer important information to determine customer requirements. A complete list of buildings and areas (in-building and outside locations), a "scaled" site map and "scaled" floor plans for applicable buildings to be covered by the Nextel system will be a requirement from the customer.

8. SITE INSPECTION: Nextel will provide engineering staff that will identify the areas that require enhancements. This will be completed by physically walking all locations on-site with a customer identified telecommunications or IT representative. A review of the customer requirements and testing of the current coverage levels will be completed. It should be noted that various test equipment will be used, and may need to be positioned on top of or in customer structures. Additionally, to determine construction of anticipated systems, construction personnel may also be required to visit the locations. After all engineering and construction information has been gathered, Nextel engineering will develop a final solution and design to provide the necessary coverage to support the customer requirements. The turn around time for a completed design is approx. 3 weeks or less, depending on the extent of the project, from receipt of all necessary design information and back to the customer for review.

9. SIGNAL INTERFERENCE. The Ordering Office acknowledges and agrees that the CNS System is (i) subject to Federal Communications Commission ("FCC") regulations, (ii) may not cause harmful interference and (iii) must accept any interference including interference received that may cause undesired operation. In the event that the CNS System causes or is alleged to cause interference to Customer's system or the systems of third parties, upon written notice of such interference or alleged interference, the Ordering Office agrees that Contractor shall have the right to discontinue operation of the CNS System until such interference is corrected or eliminated. After ceasing operation of the CNS System, the Ordering Office acknowledges that Contractor shall only operate the CNS System in order to correct such interference, in accordance with FCC regulations, until such time that the interference is

corrected or eliminated. In the event any such interference cannot be corrected or eliminated, Contractor shall remove the CNS System from the Ordering Office's Premises, and the Purchase Order shall immediately terminate, however ordering office will be liable for all activation charges.

No Custom Site shall unreasonably interfere with the proper functioning of Customer's existing electrical systems or with Customer's normal business operations. Customer will identify their designated representatives (typically three (3) individuals) prior to commencement of work on the custom site.

Nextel's CNS Customer Care number is 1-888-206-3585. Customer confirmation of an interference situation shall be called into the CNS Customer Care Center, along with written notification via e-mail to [syst.notification@nextel.com](mailto:syst.notification@nextel.com). CNS Customer Care is operational seven (7) days a week and twenty-fours (24) a day. CNS customers will receive a status update within 2 hours of the initial notification. Nextel will begin the process of correcting any interference caused by a Custom Site within a minimum of ten (10) business hours after receipt of verbal notification of such interference from Customer's designated representative to Nextel.

Subsequent to the installation of a Custom Site, Contractor shall use best efforts to prevent the installation of equipment at the Facility or property contiguous thereto owned, controlled or occupied by Customer, if such equipment would reasonably be expected to cause interference with Nextel's Service, System or operations. In the event interference occurs, the Parties will use best efforts to work together to take all mutually agreeable action necessary to eliminate such interference within a reasonable time period.

Any additional Site Equipment added to a Custom Site during the Contract Term will be mutually agreed upon by the Parties to avoid interference. In the event Customer fails to comply with this paragraph, Nextel shall not be liable for any service interruptions, including those attributable to such non-compliance, and Customer shall continue to be liable for Service Charges during the period of such service interruption due to such non-compliance by Customer. In the event any interference caused by a Custom Site, that is not attributable to Customer's non-compliance with this paragraph, continues for more than forty-eight (48) hours after Nextel's receipt of written notice thereof from Customers, Customer shall be relieved of any liability for Service Charges during the period of service interruption.

8. **EQUIPMENT.** Some CNS Systems may require the use of a bi-directional amplifier ("BDA"), enhanced base transceiver system ("EBTS") or other equipment. Legal title to the BDA, EBTS and other equipment, and any and all ancillary equipment associated with the BDA, EBTS and other equipment (collectively the "Equipment") shall at all time vest in Contractor. The Equipment includes, but is not limited to, the BDA, EBTS, and all antenna, cables (coaxial and otherwise) and coaxial connectors installed by Contractor on the Ordering Offices Premises. The Ordering Office's interest in the Equipment shall be limited to its possession and use.

9. **REMOVAL OF EQUIPMENT.** Contractor shall remove the Equipment within sixty (60) days of the expiration or termination of the Purchase Order. Upon removal of the Equipment, Contractor shall restore the Premises to their condition prior to the installation of the Equipment, ordinary wear and tear accepted.

10. **NOTICE OF VACATING PREMISES.** The Ordering Office agrees to give Contractor at least ninety (90) days written notice of its intent to vacate the Premises. Contractor shall have the right at anytime after receiving such notification to remove the Equipment from the Premises. In the event Ordering Office moves to a new facility, Contractor shall have no obligation to provide installation and maintenance of the CNS System in Ordering Office's new facility. All fees and charges, if any, as described in Paragraph 3 will apply.