



FiberTower

REGISTRO DE CONTRATOS
TOMO 16 PAGINA 102
CONTRATO NUM. 2007-008556
Complimentary Service Agreement

This Complimentary Service Agreement ("Agreement") is by and between FiberTower Network Services Corp., a Delaware corporation ("FiberTower"), on behalf of itself and its subsidiaries (referred to below as "we", "our" or "us") and the University of Puerto Rico, Mayaguez Campus, (referred to below as "you" and "your"). This Agreement is effective as of the last date signed below (the "Effective Date").

Whereas:

1. We are licensed by the Federal Communications Commission ("FCC") to provide, among other things, point-to-point telecommunications services using spectrum in the 38 GHz band in your location, and we would like to offer such service to you, according to this Agreement, on a complimentary basis in order to meet certain FCC requirements.
2. You would like to us provide such service to you between two locations owned or operated by you.
3. Accordingly, we agree as follows:

I. Service Information

Service Locations: We will provide a connection for your use between the following Locations:

Address	Location of Our Antenna and outside equipment	Location of Inside Equipment (where we handoff the circuit to you)
#1: A End: Stefani Building at UPRM B End: Stefani Building at UPRM	A: Rooftop B: Rooftop	TBD
#2: A End: Taller de Artes Plasticas, Carr. 108 Km 1.6, Bo. Miradero, Mayaguez B End: Agriculture Engineering Building at UPRM	A: Rooftop B: Rooftop	TBD
#3: A End: Oficina de Fereracion Laborista, Carr. 108 Km 1.5 Bo. Miradero B End: Agriculture Engineering Building at UPRM	A: Rooftop B: Rooftop	TBD
#4: A End: Proyecto de Apoyo a Mujeres, Residencia 5B @ UPRM B End: Chemistry Building @ UPRM	A: Rooftop B: Rooftop	TBD
#5: Martin's Locations A End: Darlington Building @ UPRM B End: Telefonica RUM @ UPRM	A: Rooftop B: Rooftop	TBD
#6: (possible) A End: Instituto Universitario para el desarrollo de las Comunidades Carr. 108 Km 1.7, Bo. Miradero, Mayaguez B End: Agriculture Engineering Building at UPRM	A: Rooftop B: Rooftop	TBD

Estimated Installation Date(s): Location #1: ___TBD___ Location #6: ___TBD___

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Service Term: 12 months (from completed Installation Date)

Circuit Type or Bandwidth: T1 (e.g., T1, DS3, etc.) No. of Circuits: 6

III. Contact Information

	For UPR- Mayaguez	For FiberTower
Name	Victor Diaz	Ed Myers
Title	Director of Information Technology UPRM	Director of Government Services
Address	UPR- Mayaguez Campus PO Box 9023 Mayaguez, Puerto Rico 00681-9023	7925 Jones Branch Drive, Suite 3300 McLean, VA 22102
Phone Number	787-832-4040 ext 2009	(703) 873-4170
Fax Number	787-832-1295	(703) 873-4169
E-mail	victor@uprm.edu	emyers@fibertower.com

We and you each represent that the individual signing this Agreement on its behalf has the power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation of each party. We agree that the provision and use of the service will be in accordance with the attached Service Terms and Conditions.

University of Puerto Rico - Mayaguez

By: _____
Name: Jorge Ivan Velez-Arocha
Title: Chancellor
Date: 26 June 2005

FiberTower Network Services Corp.

By: _____
Name: Joseph M. Sandri, Jr.
Title: Senior Vice President
Date: _____

Service Terms and Conditions

1. Each party will be solely responsible for its own labor and hardware costs. We will test and verify the proper operation of the service at patch panels at the inside building locations shown above. You will be responsible for connecting the service to your equipment. You agree to provide us reasonable access to your facilities and personnel, at our request, to facilitate our installation of the equipment and service.
2. We may choose the equipment, software and facilities (including radio frequency for wireless transmission) to be used in providing the service to you and may substitute, change or rearrange telecommunications equipment used in providing such service.
3. You will provide the Location facilities for our antenna(s) and equipment free of charge. You will supply the electrical power to our equipment at no cost to us.
4. The service provided is simple telecommunications data transport and connectivity. The service does not constitute the provision of Internet, Local or Long Distance service. The service connection is not and shall not be "monitored" by us. We will respond to your notification to us of a service interruption at no expense to you. We will dispatch a service technician or other repair personnel to the service Location within forty-eight (48) hours after receiving your notice. You understand that our ability to provide the Service is conditioned upon the continued availability of unobstructed line of sight between the Locations, access to sufficient electrical power, the suitability of your location(s) for our equipment, and our ability to obtain and maintain reasonable access to the Locations. If these or similar conditions change, we may not agree or be able to repair, alter or relocate the service to meet your changed circumstances or needs.
5. Other than our agreement to respond to service interruptions, we make no warranties concerning the service. WE EXCLUDE OTHER ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES (A) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR OR VIRUS FREE, (B) THAT THE SERVICE IS COMPATIBLE WITH YOUR EQUIPMENT, OR (C) AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, (A) THE REMEDIES PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT AND/OR THE PROVISION OF SERVICES TO YOU, AND (B) IN NO EVENT SHALL WE BE LIABLE WHATSOEVER FOR ANY DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING DIRECT, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST DATA AND/OR PROFITS), INCIDENTAL AND SPECIAL DAMAGES) ARISING OUT OF THIS AGREEMENT AND/OR OUR PROVISION OF SERVICES OTHER THAN OUR OBLIGATION TO PROVIDE THE AFOREMENTIONED REMEDIES.
6. This Agreement will continue on a month-to-month basis after the Service Term set forth above. Either of us may terminate this Agreement at any time, with or without cause. If we wish to terminate a functioning link, we will notify you sixty (60) days prior to termination. You will promptly notify us if you permanently disconnect your equipment from our service. You will allow us reasonable access to the Locations to remove our equipment.
7. Our equipment at the Locations remains our property at all times, even though it may be affixed to a Location. You agree you will not place a lien on our equipment and you will promptly take all necessary steps to remove any lien attached to our equipment by person(s) acting through you, in connection with services provided to you, or in relation to claims against you. You agree not to move or remove our equipment.
8. You agree to use the service for lawful purposes only. You release us, and any of our employees, contractors, agents, shareholders or representatives, from any liability whatsoever in connection with the provision of services to you. You will defend, indemnify and hold us harmless from any losses, damages, liabilities, costs and/or expenses (including attorneys' fees and costs) we may incur arising out of or relating to your use (or the use by others) of the services. If we are required to pay any rent or tax related to our equipment or our service to you, you will promptly reimburse us for such rent or tax.
9. You will promptly notify us if our equipment is lost or damaged, and reimburse us for any damage to or loss of our equipment while it is at the Location(s), unless the damage or loss was caused by us. You agree to promptly notify us of any correspondence you receive from any local, state, or federal government authority concerning our equipment or our service to you, and will provide us copies of same.
10. You agree that you will not use our names or trademarks, and will not issue any public statements, press releases or announcements relating to FiberTower, without our prior written consent. We shall have the right to issue public statements, as we deem necessary, regarding and relating to the provision of service by FiberTower to you including, without limitation, the existence of this Agreement.
11. This Agreement and any attachment(s) hereto constitute the entire agreement with regard to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the parties, and there are no warranties, representations and/or agreements among the

parties in conjunction with the subject matter hereof except as set forth in this Agreement. All amendments to this Agreement shall be agreed to in writing and signed by both parties.