

City and Borough of Juneau

**RFP No. 25-190
Provision of Internet
Services in the Juneau
Maritime Industry
Zone**

Boldyn Proposal

December 19, 2024

Submitted by:

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1. Summary Letter

December 19, 2024

Boldyn Networks US IV LLC (“Boldyn”) is pleased to submit this proposal to The City and Borough of Juneau (CBJ), to design, deploy, monitor, and maintain a new public Wi-Fi and internet services for the Juneau Maritime Industry Zone in response to RFP No. 25-190 Provision of Internet Services in the Juneau Maritime Industry Zone for the CBJ.

We acknowledge receipt of Addenda 1, 2, 3 and 4, and accept terms and conditions, including Davis-Bacon requirements, except those specified in **Appendix II: Exceptions**. Additionally, we have included for your consideration our preferred form of agreement in **Appendix III: Wi-Fi Agreement Template**.

While this document provides comprehensive details of our proposal, our key attributes and advantages are summarized below:

- Our experienced network design team provides the foundation for a world-class wireless experience.
- Boldyn offers a competitive financial proposal that is supported by our strong financial backing. We have the expertise and capabilities to find creative solutions to align with the CBJ's budget.
- As your technology partner, we are committed to ensuring the traveler experience and CBJ's priorities remain top of mind.
- 24/7/365 monitoring is our standard operation, and we have invested in both New York and Las Vegas NOCs to ensure geo-redundancy.

At Boldyn, we design, build, operate, and maintain the world's largest public and private Wi-Fi networks. This includes **the largest contiguous indoor Wi-Fi network in the United States at MGM Resorts** and **the largest public underground Wi-Fi Network** at Metropolitan Transportation Authority (MTA) New York City Subway. Our award-winning LinkNYC network has made history as the world's **largest public outdoor Wi-Fi network**, with over 2,000 live access points (APs) today facilitating Wi-Fi for hundreds of thousands of New Yorkers and visitors every day.

We're big enough to handle every requirement in this RFP, agile enough to adjust on the fly, and committed to your continued success.

Sincerely,

Signed by:

 BE727C7A2CCE450...

Christos Karmis
 Chief Executive
 Officer, US
 Boldyn Networks

Joel MacMillan
 Chief Financial Officer, US
 121 Innovation Dr, #200
 Irvine, CA 92617

Kirstie Rickett
 Chief Legal Officer, US
 1400 Broadway, 17th Fl
 New York, NY 10018

Rachel Fenton
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Authorized Boldyn Representatives for Contract Negotiation & Execution

RFP Point of Contact



2. Experience & Qualifications

2.1. About Boldyn







Boldyn is one of the world’s largest neutral host providers, delivering the advanced shared network infrastructure needed for a smart, inclusive, and sustainable future.

We maintain a single purpose: to unlock the power of an interconnected future. From interconnected transit, venues, and enterprises to smart cities and next-generation networks, Boldyn enables new possibilities in how people live, work, and play.

2.2. Related Experience

Boldyn has significant experience designing, deploying, and managing wireless networks in industrial environments like ports, in areas of high user density such as major sports stadiums, as well as tourist destinations and districts. Our Wi-Fi experience is notable, because between MGM Vegas Resorts and the LinkNYC public Wi-Fi network, we operate the largest public Wi-Fi deployments in the US.

While the specifics of the solutions may differ, our approach across these example experiences stays the same: we fund, design, build, monitor, and maintain large public and private wireless networks. Our approach involves actively engaging local subcontractors who pass our Deployment team's rigorous vendor due diligence. We're committed to providing equal opportunities to all qualified contractors, including MBE/WBE/DBE business enterprises, throughout the bidding and contracting process.

<p>LinkNYC New York, NY</p>	<p>2k+ kiosks On air 2015 Wi-Fi & public services</p>	
<p>MGM Resorts Las Vegas, NV</p>	<p>10 casino resorts On air 2012 Contiguous Wi-Fi</p>	
<p>Rice-Eccles Stadium University of Utah</p>	<p>51,000 capacity On air 2024 Wi-Fi solution</p>	
<p>Ports America Chesapeake Baltimore, MD</p>	<p>284 acres On air 2023 Private CBRS Network</p>	
<p>Port of Kokkola Kokkola, Finland</p>	<p>500 hectares On air 2023 Private LTE Network</p>	
<p>Hornsea 2 Wind Farm North Sea, England</p>	<p>472 sq km On air 2021 Private LTE</p>	



2.3. References

LINK NYC	Brett Sikoff Executive Director, Franchise Administration New York City Office of Technology & Innovation (718) 403-6722 bsikoff@oti.nyc.go
MGM Resorts	Jim Kimball Executive Director of IT (702) 692-9222 jkimball@mgmresorts.com
Ports America Chesapeake	Bill Gallagher Senior IT Director (410) 649-7780 william.gallagher@portsamerica.com
University of Alaska	Heath Franklin Contract Manager (907)751-7251 hlfranklin@alaska.edu

2.4. Key Personnel & Subcontractors

Rachel Fenton will be the key point-of-contact assigned to this project. Her contact information has been supplied in the Summary Letter. Resumes for Rachel and additional key Boldyn personnel assigned to the project have been included in **Appendix I: Resumes**.



We have multiple local relationships through our existing partnerships in Alaska. We have engaged with Fullford Electric as a potential subcontractor partner. However, ultimate selection of subcontractor(s) will depend on post-site walk determinations.

3. Understanding & Methodology

3.1. Our Understanding

The City & Borough of Juneau (CBJ) requires a high-performance public Wi-Fi network to serve 1.7 million annual cruise tours throughout your Maritime Industry Zone (MIZ). Your vision encompasses two key objectives: 1) enhancing visitor experience through reliable connectivity and 2) maintaining the aesthetics of your historic waterfront. Our solution delivers:

- ✓ Casual-use public Wi-Fi supporting email, web browsing, and basic internet activities
- ✓ Coverage optimized for high-density cruise ship disembarkation periods
- ✓ Scheduled operation aligned with cruise season (April-October)
- ✓ Independent network infrastructure separate from CBJ systems
- ✓ Performance monitoring with anonymous usage statistics

3.2. Implementation Challenges and Solutions

Challenge	Mitigation
Spectrum Congestion	<ul style="list-style-type: none"> • Comprehensive analysis of 2024 cruise season RF study data • Strategically deploy across 2.4/5/6GHz bands with 60GHz backhaul • Advanced filtering to manage interference from cruise ships, businesses, residences, and existing communication infrastructure
Environmental Conditions	<ul style="list-style-type: none"> • Ruggedized equipment • Weatherproof enclosures



Challenge	Mitigation
	<ul style="list-style-type: none"> • Network redundancy
Device Heterogeneity	<ul style="list-style-type: none"> • Intelligent band steering that prioritizes modern devices while maintaining backward capability
Infrastructure Integration	<ul style="list-style-type: none"> • Solar power solutions for three designated poles with 16-hour backup • Direct 288VAC to -54VDC conversion at 22 light poles • Minimal visual impact on historic waterfront • Strategic equipment placement following structural assessments
Peak Capacity Management	<ul style="list-style-type: none"> • Support 2,250 simultaneous users during disembarkation windows • Intelligent load balancing across multiple frequency bands • QoS policies prioritizing basic internet activities

3.3. Our Design Methodology & Approach

Our network design is grounded in three core principles: **performance optimization, resilience, and sustainability**. Each design decision is tailored to the unique demands of the Juneau Maritime Industry Zone (MIZ), balancing high-capacity wireless performance, environmental durability, and scalable infrastructure. Our solution leverages advanced wireless technologies and a robust architectural framework to deliver reliable connectivity that adapts to CBJ’s current needs and future growth.

Design Methodology

Our network design is informed by user modeling and spectrum analysis, accounting for peak demand scenarios such as simultaneous cruise ship disembarkations. Our approach maximizes spectral efficiency by distributing traffic across 2.4 GHz, 5 GHz, and 6 GHz frequency bands. Band steering prioritizes Wi-Fi 6 devices while supporting legacy technologies, delivering optimized performance for all users.

Network Architecture and Topology

The network features a daisy-chain topology using Cisco IW9167E and IW9165D access points, connected via Universal Radio Backhaul (URWB) technology. This architecture eliminates the need for fiber optic cabling or Power over Ethernet (PoE), reducing installation complexity and cost while maintaining high throughput and minimal latency across the three-square-mile area.

The Cisco IW9167E access points provide local client connectivity, supporting multiple frequency bands with advanced Dynamic Frequency Selection (DFS) and band steering. The Cisco IW9165D wireless devices handle dedicated Universal Radio Backhaul traffic, maintaining stable and efficient transport to the Main Distribution Frame (MDF), even in challenging environmental conditions. This separation of client and backhaul traffic reduces contention, improves throughput, and supports future scalability.

Dynamic Network Performance

The network topology is designed to minimize latency and optimize throughput. Each hop in the daisy chain introduces less than two milliseconds of latency to provide a seamless user experience. Adaptive routing and channel management further enhance network resilience, automatically rerouting traffic in the event of interference or equipment failure. The design provides the CBJ with a high-performance network capable of adapting to evolving demands.



Bill of Materials

The preliminary design uses the following Bill of Materials. As with the rest of the design, the final design is subject to change.

Description	Model/Part Number	Quantity
Cisco IW9167E Outdoor Access Point	IW9167E	25
Cisco AP 9165D CURWB AP with Ext Antenna	AP9167D	25
Cisco Core and Internet Router	C8300	1
Cisco WLC	C9800X	1
Cisco IE9300 Indoor Aggregation Switch	IE-9300-22S2C4X-A	2
288VAC to -54VDC Outdoor Power Converter	PWR-54VDC-288VAC	25
-54VDC to -48VDC Converter	DC54V-DC48V	25
Single-Mode Fiber Optic Cables (10m)	SMF-10M	50
10G SFP+ Transceivers	SFP-10G-LR	28
External Directional Antennas with Mounts	IW-ANT-PNL25610-R	25
External Omni Antennas for Secondary Use	AIR-ANT2547V-N	13
RF Cables for Secondary Omni Antenna Connections (10m)	CAB-RF-N-MALE-10M	13
Solar Power Systems (Panels, Batteries, Controllers)	SOLAR-54VDC	5
Outdoor-Rated UPS Systems for Solar-Powered Poles	UPS-54VDC	5
Indoor UPS System for MDF Rack (120VAC and -48VDC)	UPS-MDF-4HR	1
Indoor Rack Power Gear for VAC to DC Conversion	RACK-POWER-288VAC-48VDC	1

3.4. Implementation Plan

Our deployment strategy is a precision-engineered roadmap. From initial frequency mapping through infrastructure preparation to cruise season activation, each phase is meticulously designed to minimize disruption and maximize performance.

Our proposed implementation schedule includes:

Phase 1: Planning (January-February 2025)

- Site surveys and structural assessments
- Power distribution design
- Coverage modeling
- Final equipment specifications

Phase 2: Infrastructure (March 2025)

- Power system installation
- Mounting point preparation
- Equipment staging
- Initial testing

Phase 3: Network Deployment (March-April 2025)

- Access point installation
- Backhaul network activation
- Management system configuration
- Coverage verification

Phase 4: Testing and Launch (April 2025)

- Full system testing
- Performance validation
- Staff training
- Public launch



Quality Assurance

- 95% uptime minimum
- Sub-50ms latency target
- Weekly performance reviews
- Monthly trend analysis
- Quarterly system audits

Your investment is protected through:

- Scalable infrastructure supporting future expansion
- Regular technology assessments
- Comprehensive maintenance program
- Local support resources

Our methodology delivers reliable public Wi-Fi that meets your visitors' needs while respecting Juneau's unique environment. We welcome the opportunity to refine this approach based on your specific requirements.

Note: This represents our preliminary design. Final specifications will be determined following comprehensive site surveys and validation studies.

Operational Plan and Problem-Solving Approaches

Installation and Integration

- Coordinate with CBJ for permits and structural studies for each pole
- Install and configure all network equipment, including APs, power converters, and solar systems.
- Integrate the network with the internet service provider (ISP) circuit at the Main Distribution Frame (MDF)

Testing and Optimization

- Conduct thorough coverage and capacity testing to verify network meets specifications
- Fine-tune radio parameters and channel assignments to optimize performance and minimize interference
- Implement remote monitoring tools to track network performance, solar power system health, and overall system status.

Problem-Solving Techniques

- Utilize adaptive routing protocols to dynamically adjust the network path in case of failures or bottlenecks
- Implement Quality of Service (QoS) policies to prioritize traffic and manage bandwidth efficiency
- Regularly update and maintain the network to address any emerging issues or performance degradation



4. Management Plan

Boldyn takes a full lifecycle approach to managing CBJ's public Wi-Fi network. As your partner, we will serve as an extension of your team and an end-to-end provider. From initial design and deployment to ongoing monitoring, management, and maintenance, we deliver comprehensive solutions tailored to your evolving needs. With advanced tools, a 24x7x365 support structure, and expert in-house teams, we are committed to enhancing the guest experience.

4.1. Project Organization and Accountability

Boldyn's management plan centers on clear accountability, structured oversight, and seamless communication to deliver a high-performing Wi-Fi network tailored to the CBJ's needs. **Rachel Fenton**, your dedicated Account Manager, will serve as the single point of contact (POC) throughout the project. She will facilitate all project interactions, maintain consistent communication, and coordinate updates to keep CBJ informed and engaged at every stage.

Oversight of the project will be led by **Maryam Lindley, Director of Program Management**, who will oversee all aspects of project execution. Maryam brings extensive experience in managing high-density wireless infrastructure projects, ensuring efficient resource allocation, adherence to timelines, and proactive resolution of risks. Together, Rachel and Maryam will maintain a collaborative partnership with CBJ, supported by regular updates and structured touchpoints, including weekly progress meetings, monthly executive reviews, and daily site check-ins during deployment. This communication structure promotes transparency, fosters trust, and keeps CBJ stakeholders fully informed throughout the project lifecycle.

This accountability structure, supported by industry-leading project management practices and consistent communication, ensures that all project activities remain aligned with CBJ's goals, reducing risks and maintaining momentum.

Organizational Structure and Resource Allocation

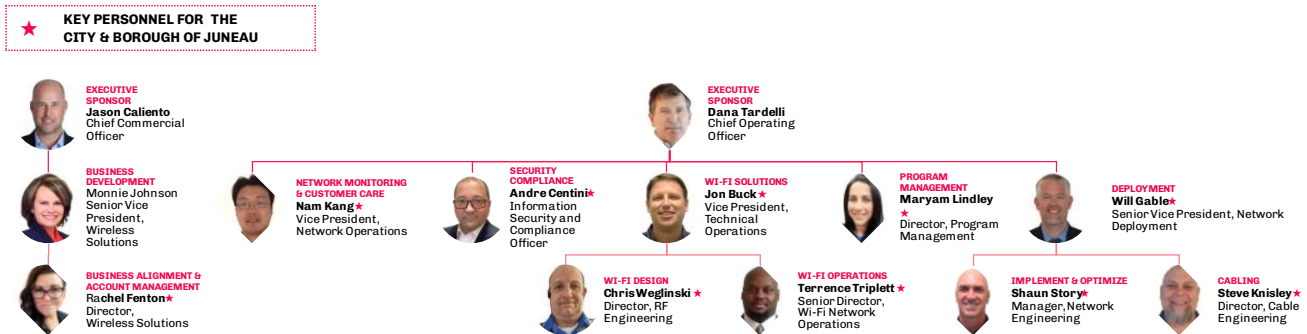
The Juneau Municipal Wi-Fi Project seamlessly integrates into Boldyn's global operations. Wireless infrastructure is our core business, and Boldyn manages hundreds of large-scale wireless projects worldwide, leveraging a centralized operational framework paired with decentralized execution capabilities. This structure allows us to dynamically allocate resources and deliver on complex projects without compromising quality or timelines.



Account Team Structure & Organizational Chart

For CBJ, we have dedicated a specialized project team, supported by Boldyn’s broader organizational resources, to ensure focus and accountability.

The City & Borough of Juneau (CBJ) Account Team



Key personnel and their responsibilities include:

Team Member	Role	Value to CBJ Maritime Zone Project
Rachel Fenton	Account Manager	Primary point of contact, 19 years wireless experience
Maryam Lindley	Program Director	Oversees project lifecycle, resource coordination
Jon Buck	Wi-Fi Solutions	Network design optimization, 25 years Wi-Fi deployment experience, high-density expertise
Will Gable	Deployment	Implementation and construction oversight, minimizes operational disruption
Shaun Story	Implementation	Network installation and system configuration, maritime environment expertise
Nam Kang	Network Operations	24x7x365 NOC leadership, performance monitoring, rapid issue resolution
Terrance Triplett	Management & Operations	System optimization, performance standards, technical oversight
Andre Centini	Security & Risk	Network security and compliance, risk management
Steve Knisely	Infrastructure Lead	Equipment installation, infrastructure coordination, site preparation

This project is fully integrated into Boldyn’s established portfolio, supported by resource planning tools and capacity models that allow us to prioritize CBJ’s needs while balancing our extensive operational workload.

Detailed resumes and staff credentials for key personnel are provided in **Appendix I: Resumes**.

4.2. Management of Contractual Issues

Boldyn employs a collaborative and solutions-focused approach to managing contractual issues. Should a concern arise, your account manager **Rachel Fenton** will initiate discussions with CBJ to identify the root cause and facilitate an expedited resolution. For more complex matters, Rachel will engage executive sponsors for strategic oversight, working closely with CBJ stakeholders to develop mutually beneficial solutions that avoid disruption to the project’s



schedule or scope. This structured process includes clear escalation pathways, transparent communication, and rapid implementation of resolutions to maintain project momentum.

4.3. Technical Management & Operations

Our Network Operation Centers (NOCs) operate around the clock, 365 days a year. Staffed by expert network analysts and engineers, our NOCs leverage cutting-edge monitoring and management tools to detect and resolve issues before they impact users.

We understand that every second counts in a fast-paced maritime environment, so we proactively identify and address potential problems, minimizing downtime and ensuring optimal network performance. Our NOC includes the following key capabilities:

- **24x7x365 Monitoring and On-Call Support:** Continuous monitoring of the Wi-Fi infrastructure to detect and diagnose issues in real time.
- **Spare Parts Inventory:** Maintaining an on-site inventory of critical spare parts to minimize repair times.
- **Service Level Agreements (SLAs):** Clearly defined SLAs for all aspects of the Wi-Fi solution, with associated penalties for non-compliance.
- **Preventative Maintenance:** Regular inspections, cleaning, and testing of all equipment and infrastructure to identify and address potential issues before they cause service disruptions.
- **Corrective Maintenance:** Prompt response and resolution of any service outages or performance degradations, with a guaranteed remediation time of 4 hours.
- **Escalation Procedures:** Well-defined escalation procedures to ensure that critical issues are addressed promptly and effectively.

Tiered Support Structure


Our tiered support structure ensures that every issue is handled efficiently and effectively.


- **Tier 1 Support:** Our front-line support team is available 24x7x365 to answer general inquiries and resolve basic technical issues.
- **Tier 2 Support:** Our Tier 2 support team provides in-depth troubleshooting and resolution for more complex technical problems.
- **Tier 3 Support:** Our Network Operations Center (NOC) team offers expert-level support for critical network issues, ensuring minimal downtime and rapid resolution.
- **Field Engineers:** Our Field Engineers are deployed to diagnose and resolve issues promptly in cases requiring on-site intervention.

OUR IN-HOUSE NETWORK OPERATIONS CENTER (NOC)

In-House, U.S.-Based, Always On

Our in-house NOC and SOC teams keep your network secure, optimized, and always online.

 Check out our team in action in this video below:





5. Price Proposal

Boldyn is proposing two pricing options, depending on CBJ's preference for upfront capital contribution. If CBJ is interested in a 100% capital contribution option, Boldyn is open to discussing that pricing option as well.

The City & Borough of Juneau (CBJ) Wi-Fi			
Cisco Wi-Fi 6E			
Wi-Fi Pricing (5-Year Term)	Option 1 Zero Capital	Option 2 50% Capital Contribution	
Capital Contribution	\$ -	\$ 425,092	
Monthly Fees:			
Monthly Fee (Network Financing)	\$ 17,750	\$ 8,875	
Monthly Fee (Opex)	\$ 4,279	\$ 4,279	
Total Monthly Fee	\$ 22,029	\$ 13,154	
Contract Total (5 years)	\$ 1,403,467	\$ 1,263,136	
Investment Basis Breakdown:	Cisco Wi-Fi 6E		
OEM Costs:	\$ 480,105		
Passive Materials:	\$ 77,572		
Installation Labor:	\$ 169,895		
Commish & Onboard:	\$ 122,613		
Total Build	\$ 850,184		

* 5-Year Operating Term

* 3% Annual Escalation on Monthly Fees

* Backhaul Circuit Not Included. Estimated at ~\$2,500 / Month

* Included Opex as defined in SLA Scope 100% Capex option is also available.

6. Closing

Boldyn is excited to partner with the City and Borough of Juneau to deliver a best-in-class wireless network for the Maritime Industry Zone. As a global leader in neutral host wireless networks, we bring proven expertise in delivering complex connectivity solutions in challenging environments.

Our innovative design and proactive operational support create a network that meets current demands while adapting to future needs. Through 24x7x365 NOC monitoring and continuous optimization, we maximize reliability and value for CBJ. We view this project as the start of a strategic partnership, supporting your vision of a connected, thriving maritime community. Together, we'll build a network that enhances connectivity and drives economic growth in Juneau.



Appendix I: Resumes



Christos Karmis

US Chief Executive Officer

EDUCATION

Master of Business
Administration Warrington
School of Business, University
of Florida

Management Certificate,
Harvard University

Bachelor of Science in
Mechanical Engineering,
Clemson University

EXPERIENCE

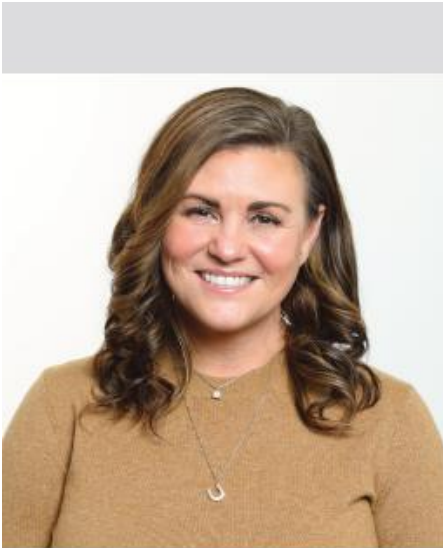
Deloitte Real Estate Advisory

Christos serves as the Chief Executive Officer of the US operations for Boldyn Networks where he oversees all aspects of the company's business. He is responsible for leading the company's US growth across its tower, small cell, DAS, fiber, and Wi-Fi solutions. Christos has led the Boldyn Networks team for the development of tens of thousands of cell towers, DAS networks, and small cell nodes across the US and international markets. In addition, he has led the company's public venue strategy which has resulted in the deployment of some of the largest in-building DAS and Wi-Fi networks in the country, and installations at stadiums and arenas across all major professional sporting leagues.

Christos has overseen Boldyn Networks' successes such as the design of the world's largest Wi-Fi network in Las Vegas and setting the record for most mobile data traffic on a DAS network during any event in history at the 2017 Kentucky Derby on Boldyn Networks', formerly Mobilitie's Churchill Downs DAS network.

Before joining Boldyn Networks, Christos specialized in real estate advisory services and the wireless communications industry with Deloitte Consulting. While at Deloitte, he provided operational and network optimization strategies to the world's largest wireless carriers.





Rachel Fenton

Director, Wireless Solutions

EDUCATION

University of Utah, Masters in
Urban Planning

University of Utah, Bachelor of
Science, Urban Planning

EXPERIENCE

ExteNet, Director of
Government Relations

Technology Associates,
Project Manager

CONTACT

rachel.fenton@boldyn.com



Rachel has twenty-six years of experience working in government relations, utility, planning, engineering, and construction to support large scale infrastructure projects for fiber and telecommunications. As an experienced and effective Director with the ability to identify and execute rapid solutions, Rachel possesses excellent organization and presentation skills, highly personable, team-oriented, and experienced in developing client relations, community outreach programs and manage stakeholder relations.

Rachel has worked to build partnerships with crossfunctional teams and external consultants and vendors throughout career. She possess intimate knowledge of the wireless industry and has established relationships and contacts throughout the Pacific Northwest and beyond and has the ability to identify and execute rapid solutions in a demanding environment.

KEY PROJECT EXPERIENCE:

University of Utah Rice-Eccles Stadium Wi-Fi
Salt Lake City, UT

Sound Transit Link Light Rail DAS
Seattle, WA



Maryam Lidley

Director,
Program Management

EDUCATION

Bachelor of Arts, Political Science and International Relations, University of Southern California

Juris Doctor, Golden Gate University School of Law

EXPERIENCE

OUTFRONT MEDIA
Regional Market Director

J5 Infrastructure Partners
Senior Project Manager

Sprint Nextel
Senior Project Manager

CONTACT

maryam.lidley@boldyn.com



Miriam serves as Director of Program Management, where she oversees Boldyn Networks wireless infrastructure builds throughout all verticals. Maryam has nearly 19 years of experience in the wireless industry that includes orchestrating the deployment of DAS and Wi-Fi networks, private wireless, fiber deployments, thousands of small cell facilities, and macro tower modifications.

Maryam experience in the deployment of large-scale telecommunications projects include technical planning and management, client engagement, and successfully driving collaboration between various disciplines and stakeholders. Ryan has a track record of successfully leading complex projects from inception to completion, while employing agile methodologies and meticulous scheduling that allow for schedule and cost efficiencies, exceeding business objectives and ensuring stakeholder satisfaction.

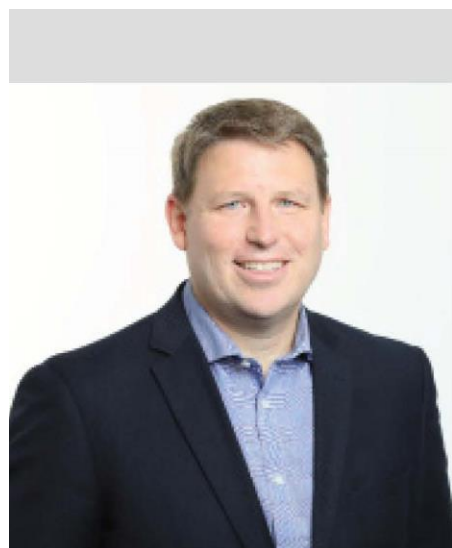
KEY PROJECT EXPERIENCE:

MGM Resorts Wi-Fi
Las Vegas, NV 2024-ongoing

Bay Area Rapid Transit (BART)
San Francisco, CA

San Francisco International Airport | DAS
San Francisco, CA

San Diego Internation Airport | DAS
San Diego, CA



Jon Buck

Vice President, Wi-Fi Solutions

EDUCATION

Bachelor of Science,
Management and Computer
Information Systems,
University of Northern
Colorado

EXPERIENCE

T2 Technology, Senior IS
Project Manager

Integer Wireless, VP of
Wireless Operations &
Implementation

University of Northern
Colorado, Assistant
Director of IT, Networking &
Telecommunications

CONTACT

jon.buck@boldyn.com



Jon has worked at Boldyn for over a decade and now has the role of Vice President of Wi-Fi Solutions. In this role, Jon leads Wi-Fi architecture, deployment, and operation activities as well as our in-house captive portal development. Responsible for the day to day operations of Wi-Fi services and architecture of next generation networks, he leads all technical Wi-Fi service delivery activities.

Jon has over 30 years in Information Technology. Prior to joining Boldyn, Jon previously held roles as a VP of Wireless Operations, Sr. IT Consultant, and Assistant Director of IT, Networking and Telecommunications for a 14,000 student university. Jon holds a Bachelors of Science from the University of Northern Colorado with emphasis in Management and Computer Information Systems.

KEY PROJECT EXPERIENCE:

MGM Resorts Wi-Fi

Las Vegas, NV 2014-ongoing

Nationwide Arena Wi-Fi

Columbus, OH 2014-ongoing

Tacoma Dome & Convention Center Wi-Fi

Tacoma, WA 2016-ongoing

Camping World Stadium Wi-Fi

Orlando, FL 2017-ongoing

Audi Field Wi-Fi

Washington, DC 2018-ongoing

Cowtown Coliseum Wi-Fi

Fort Worth, TX 2023-ongoing



Shaun Story

Manager, Network Engineering

EDUCATION

University of Utah, Bachelor of Applied Science, Economics

EXPERIENCE

Boart Longyear, Network Engineer

Nu Skin Enterprises, Network Engineer

Cisco, Network Engineer

CONTACT

shaun.story@boldyn.com



Shaun has over 27 years of network engineering experience. He has been with Boldyn networks for 9 years as both a Senior Network engineer and more recently a Network Manager. While at Boldyn, he has been responsible for supporting a diverse portfolio of Wi-Fi venues, offerings, designs, installations, configurations, and projects. He has an extensive and diverse background in various network engineering disciplines and technologies, with a primary focus on wireless technologies from multiple vendors. He has been the principle engineer onsite for numerous high profile installations, events, concerts, conventions, and games.

KEY PROJECT EXPERIENCE:

MGM Resorts Wi-Fi
Las Vegas, NV

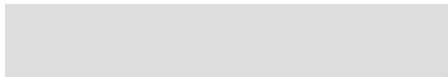
Audi Field Wi-Fi
Washington DC

University of Utah Rice-Eccles Stadium Wi-Fi
Salt Lake City, UT

Pier 57 Wi-Fi
New York, NY

Cowtown Coliseum Wi-Fi
Fort Worth, TX

Tacoma Dome and Convention Ctr Wi-Fi
Tacoma, WA



Nam Kang

Vice President, Network Operations

EDUCATION

Bachelor of Science,
University of Illinois Chicago

EXPERIENCE

Ericsson, Sr. Technology
Architect

Clearwire, Lead OSS Architect

Sprint Nextel, Sr. Technology
Architect

CONTACT

nam.kang@boldyn.com



Nam serves as the Vice President of Network Operations at Boldyn. Based out of our Western Network Operations Center, Nam leads the NOC, OSS and Data Analytics team, ensuring that all of our partners' networks are monitored, maintained, and managed with world-class uptime and incident management.

Prior to Boldyn, Nam worked at a major telecommunications companies, and brings a wealth of wireless systems experience along with OSS tools knowledge to our critical Network Operations organization

KEY PROJECT EXPERIENCE:

LinkNYC Public Wi-Fi
New York, NY 2023-ongoing

MTA Subway Wi-Fi
New York, NY 2023-ongoing

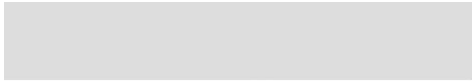
MGM Resorts Wi-Fi
Las Vegas, NV 2015-ongoing

Camping World Stadium Wi-Fi
Orlando, FL 2016-ongoing

Pier 57 (Google) Wi-Fi
New York, NY 2023-ongoing

Cowtown Coliseum Wi-Fi
Fort Worth, TX 2023-ongoing

Ports America Private Network
Baltimore, MD 2023-ongoing



Terrence Triplett

Senior Director, Wi-Fi Network Operations

EXPERIENCE

Aristocrat Gaming, Global Infrastructure Networking Manager

Howard University, Manager of Network and Telecom

Verizon Wireless

CERTIFICATIONS

Information Technology Infrastructure Library (ITIL®)

CONTACT

terrence.triplett@boldyn.com



Terrence has 13 years of network operations experience ranging from technician roles to Senior Management. He is currently the Sr. Director Wi-Fi Network Operations at Boldyn, heading an operations team working in multiple Wi-Fi verticals, from convention space to large public venues to transportation.

Terrence started his network career with Howard University, where he led a team in one of the university's largest deployment projects, converting 82 buildings citywide from POTS to VoIP phone system. He also aided in the acquisition of a Network Manage Service contractor and successfully assisted with the network refresh and management of the vendor/contract relationship.

In 2019, Terrence joined Aristocrat Technology as the Global Network Manager based in Las Vegas, Nevada. There he managed a global team to handle break fix and deployment, and led a global effort to refresh the entire corporate network infrastructure, including ISP circuits, router, switches, and access points.

KEY PROJECT EXPERIENCE:

Audi Field Wi-Fi
Washington, DC

Camping World Stadium Wi-Fi
Orlando, FL

Cowtown Coliseum Wi-Fi
Fort Worth, TX

Nationwide Arena Wi-Fi
Columbus, OH

Tacoma Dome & Convention Center Wi-Fi
Tacoma, WA

Appendix II: Exceptions

Questions for RFP No. 25-190 – Provision of Internet Services in the Juneau Maritime Industry Zone for the CBJ

1. Contractor takes exception to the requirement to use the City's proposed agreement which is similar to a service contract. Contractor requests to use Contractor's standard form of Wi-Fi Agreement which has been included with its response, and is specifically tailored to this type of Wi-Fi installation where Contractor owns, operates and maintains the Wi-Fi System.
2. Contractor takes exception to the initial term of the contract ending on December 31, 2025 with an option to renew the contract for five (5) additional one-year terms by mutual written agreement. Contractor requests a 5-year initial term with automatic 1-year renewals unless either party provides notice of non-renewal.

Attachment A - General Terms and Conditions:

3. Contractor generally takes exception to having both a General Terms and Conditions and a separate agreement and requests that the Wi-Fi agreement govern rather than the General Terms and Conditions. If the General Terms and Conditions are absolutely necessary, Contractor requests that language be added to the Wi-Fi agreement which states that in the event of conflict between the General Terms and Conditions and the Wi-Fi Agreement, the Wi-Fi Agreement will prevail.
4. Default - Contractor takes exception to the City's rights to procure goods and services from other sources and hold Contractor liable for any excess costs in the case of a default by Contractor. If Contractor defaults, the City may pursue all remedies at law or in equity.
5. Indemnification - Contractor requests that any claims arising from the City's negligence or willful misconduct be excluded from Contractor's indemnification obligations.

Attachment B - Insurance Requirements

6. Contractor requests the following wording changes for the Cyber Liability Insurance requirement below. Please note that social engineering is covered under Contractor's crime policy.

Cyber Liability Insurance. Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, ~~social engineering, infringement~~ theft of intellectual property resulting from a Cyber Incident (as defined by the policy), including but not limited to the following resulting from a Media Incident (as defined by the policy):

- infringement of copyright,
- trademark,
- trade dress,
- invasion of privacy violations;

information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage

for breach response costs, regulatory fines and penalties as a result of a Regulatory Proceeding (as defined by the policy), as well as credit monitoring expenses.

Sample Contract Form

Contractor takes general exception to the requirement to use the City's proposed agreement which is similar to a service contract. Contractor requests to use Contractor's standard form of Wi-Fi Agreement which has been included with its response, and is specifically tailored to this type of Wi-Fi installation where Contractor owns, operates and maintains the Wi-Fi System.

Appendix A: Scope of Work, Term & Compensation

7. PART IV: Contract Execution – Contractor requests that the second sentence be changed to: “This contract is not effective until signed by CBJ and Contractor.”
8. Section 1 (Scope of Work/Equipment & Services) – Contractor requests that the relevant terms related to Contractor's proposal be incorporated into the Contract rather than the entire proposal being attached.
9. Section 2 (Term) – Contractor requests a 5 year initial term.

Appendix B: Standard Provisions

10. Section 6 (No Assignment or Delegation) – Contractor requests the right to assign the Contract to Contractor's affiliates without the City's prior written consent.
11. Section 8 (Default & Termination for Cause) – Contractor requests that the City's remedies be limited to all rights at law and in equity rather than having the right to recover all costs incurred in securing the work described in Appendix A from another vendor.
12. Section 9 (Uncontrollable Circumstances) – Contractor requests deletion of the last sentence which states that CJB has the right, in its discretion, to cancel the contract and receive full reimbursement if uncontrollable circumstances are invoked by Contractor.
13. Section 12 (Inspection & Retention of Records) – Contractor requests that its obligation to retain financial and other records relating to the performance of this contract be limited to 3 years, rather than 6 years.
14. Section 19 (Indemnification) - Contractor requests that any claims arising from the City's negligence or willful misconduct be excluded from Contractor's indemnification obligations.
15. Appendix C (Insurance) – Please see Contractor's requested changes in #6 above.

Contractor retains the right to make additional comments or revisions during any subsequent negotiations of the Contract.

Appendix III: Wi-Fi Agreement Template

VENUE WI-FI AGREEMENT (Venue Name)

THIS VENUE WI-FI AGREEMENT (this "Agreement"), dated and effective as of the latter of the signature dates below (the "Effective Date"), is entered into by and between [REDACTED], a [REDACTED] ("Owner"), and BOLDYN NETWORKS US IV LLC, a Delaware limited liability company ("Provider"). Owner and Provider are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS:

A. Owner owns the venue commonly known as [REDACTED] (the "Venue"), on the property generally located at [REDACTED] (the "Property"); and

B. Provider desires to design, build, install, operate, and maintain a Wi-Fi system (as more particularly described below) (the "Wi-Fi System") at the Venue, and Owner desires to have Provider design, build, install, operate, and maintain the Wi-Fi System at the Venue pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above promises, the mutual obligations and agreements in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are incorporated herein as set forth in their entirety.

2. **LEASE OF PREMISES.** Owner hereby leases to Provider and Provider hereby leases from Owner, pursuant to this Agreement: (A) that certain space within the Venue as more particularly shown on Exhibit 1 attached hereto (the "Equipment Space"); and (B) areas located within and around the Venue for the placement of access points (APs), antennas, cabling, conduit and equipment as described and/or depicted on the attached Exhibit 2, and/or in such other locations within the Venue as Owner and Provider shall mutually approve after good faith consultation, which locations are deemed sufficient in Provider's reasonable determination for the operation of the APs and associated antennas (collectively, the "AP Space"). Additionally, Owner irrevocably grants during the Term a non-exclusive license over, under, along, on top of and through the Venue in locations reasonably determined necessary by Provider, and approved in advance by Owner in its reasonable discretion, from time to time, to install, use, maintain, repair, replace and remove conduits, wires, cables, cable trays and other necessary equipment and connections between the Equipment Space and/or the AP Space and the electric power and telecommunications sources in the Venue (collectively, the "Connections"). The Equipment Space, the AP Space and the Connections are hereinafter collectively referred to as the "Premises," and are described and/or depicted on attached Exhibits 1 and 2. If any easements for connections are necessary outside the Property, Owner will reasonably assist Provider in its efforts to obtain the same.

Owner shall have the right during the Term to relocate the Premises to comparable space at the Venue (collectively, the "Substituted Area") upon giving Provider a minimum of: (i) one (1) year prior written notice for the Equipment Space, and (ii) one hundred twenty (120) days' prior written notice for any other location(s). Such relocation location(s) shall be substantially the same size and dimensions as the then-existing Equipment Space, Antenna Space, and/or Connection Space (as applicable), and shall permit Provider to provide at least the same quality and capacity of Wi-Fi Services as previously provided at the then-existing Equipment Space, Antenna Space, and/or Connection Space. Owner will be responsible for all costs and expenses incurred by Provider for the relocation of the Premises (including the at the Venue (including cabling) and related redesign work. Provider shall be excused from its performance obligations under this Agreement during such relocation. If Owner moves Provider to the Substituted Area, such Substituted Areas shall become the Equipment Space, Antenna Space, and/or Connection Space, as applicable, and each and every term, covenant and condition of this Agreement shall remain in full force and effect and be deemed applicable to the Substituted Areas, as though Owner and Provider had entered into an express written amendment of this Agreement with respect thereto. Owner shall use commercially reasonable efforts to cause such relocation to occur at a time that will cause minimal disruption to Provider in the Venue.

3. **PERMITTED USE; SERVICES.**

(a) Provider may use the Premises (the "Permitted Use") for the installation, use, maintenance, operation, repair, replacement and upgrade of the communications fixtures and related equipment, cables, accessories for the Wi-Fi System and any improvements related thereto as may be needed by Provider from time to time to fully provide for the transmission and reception of Wi-Fi Services (defined below). Provider further has the right to add, modify and/or replace, from time to time, the Wi-Fi System equipment, cabling and conduit in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services. Provider's use of the Wi-Fi System may include (and the Permitted Use shall therefore include), but is not limited to: (i) Carrier data offload/auto-authentication, (ii) public user access to the Wi-Fi System, (iii) portal page design and operation, (iv) portal page and/or mobile advertising, (v) data collection and use; and (vi) any other related legally permissible Wi-Fi use. As used herein, the term "Wi-Fi Services" shall mean and refer to services related to wirelessly connecting electronic devices to the internet via a Wi-Fi access point, hotspot or system.

(b) For a period of ninety (90) days (or such additional period of time thereafter as reasonably required by Provider) following the start of installation of the Wi-Fi System, Owner grants Provider and its sublicensees, the right to use such contiguous, adjoining or surrounding space within the Venue (the "Surrounding Space") as may reasonably be required to construct and install the Wi-Fi System. In addition, Owner grants to Provider and its sublicensees the right to use the Surrounding Space during the term of this Agreement for maintenance, repairs and alterations to the Wi-Fi System.

(c) Provider agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its installation, maintenance and use of the Wi-Fi System in the Venue. Provider has the right to modify, supplement, replace, upgrade and/or otherwise make improvements and alterations within the Equipment Space without the consent of Owner, and Provider has the right to modify, supplement, replace, upgrade, and otherwise make improvements and alterations to all other portions of the Wi-Fi System and related equipment, including, without limitation, increasing the number of APs or equipment without the consent of Owner (provided any new locations shall be approved by Owner, which approval will not be unreasonably withheld, conditioned or delayed) at any time during the Term of this Agreement. Provider shall also have the right, without Owner's consent, to make such alterations to the Premises as may be necessary to ensure that Provider's Wi-Fi System complies with all applicable federal, state or local laws, rules or regulations.

(d) Owner shall provide adequate on-site parking at the Venue to Provider and its employees, agents, and subcontractors, when such parties require or desire to be at the Venue in connection with this Agreement and the design, installation, maintenance, operation, repair and/or replacement of the Wi-Fi System. Such parking shall be at no cost to Provider or its employees, agents, and subcontractors.

(e) Owner has not granted and will not grant (directly or indirectly), after the Effective Date, a lease, license, or any other right to any third party for use of any portion of the Property or Venue for the Permitted Use and/or any provision of Wi-Fi Services. Owner shall ensure that no other party grants, after the Effective Date, a lease, license, or any other right to any third party for use of any portion of the Property of Venue for the Permitted Use and/or any other provision of Wi-Fi Services.

(f) The coverage areas for the Wi-Fi System ("Coverage Areas") are depicted on Exhibit 3 attached hereto and incorporated by reference. The Wi-Fi System shall provide Wi-Fi Services to the Coverage Areas with a minimum signal strength of dbm to percent (%) of the Coverage Areas.

(g) Provider shall provide the monitoring, maintenance, analytic reporting and other services set forth on Exhibit 4 attached hereto and incorporated herein by this reference. As more fully described on Exhibit 4, Provider shall provide the following services to Owner for the Wi-Fi System:

- (i) Monitoring of the Wi-Fi System, including Tier 1 (phone-based support), Tier 2 (diagnostics) and Tier 3 (break-fix) support.
- (ii) Quarterly diagnostics and reporting (with analytics of the Wi-Fi System).

- (iii) Annual Wi-Fi System check.

4. TERM

(a) This Agreement shall be effective upon the Effective Date, but the term hereof shall be _____ years, commencing on the Commencement Date (defined below) (the "Term"). The "Commencement Date" shall be the first (1st) of the month following the date that the Wi-Fi System is capable of commercial operation at the Venue.

(b) [INSERT RENEWAL TERMS, AS APPLICABLE.]

5. PAYMENTS.

(a) Commencing on the Commencement Date and on the first (1st) day of each calendar month thereafter, Owner shall pay to Provider the sum of _____ and ___/100 Dollars (\$ _____) without further notice or demand (the "Services Payment"). The Services Payment shall increase by three percent (3%) over the amount in the immediately preceding year on each anniversary of the Commencement Date during the Term. If Provider has not received the payment or any other sum due by the fifth (5th) day of any month during the Term, then Owner shall pay Provider a late charge equal to five percent (5%) of the amount past due. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Provider will incur by reason of the late payment. Acceptance of such late charges by Provider shall in no event constitute a waiver of Owner's default with respect to such overdue amount. Any sum not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date until the date of the actual payment. The Services Payment shall be payable in advance and without demand, offset, abatement, diminution or reduction of any kind or any nature. The Services Payment shall be payable to Provider at 121 Innovation Drive, Suite 200, Irvine, CA 92617, Attention: Asset Management, or at such other address as Provider may designate in writing.

(b) Upgrades. Unless an upgrade to the Wi-Fi System is required in order to comply with any applicable laws or is required as a result of a specific safety or security issue caused by the Wi-Fi System (that was not a result of a component or configuration thereof that was specifically requested by Owner), in which event Provider shall be responsible for such costs, Owner shall otherwise be responsible for the cost of any upgrades to the Wi-Fi System so long as Provider informs Owner in advance of the costs of such upgrade and Owner agrees to pay such costs it being understood that if Owner fails to approve any cost of upgrades to the Wi-Fi System, then Provider will not have any responsibility to undertake such upgrade work to the Wi-Fi System.

(c) Repairs/Replacement. In the event that the Wi-Fi System requires equipment replacements (e.g. break-fix), Owner shall be responsible for the cost of any such equipment repairs and replacements and shall reimburse Provider for its actual costs of the replacement (including the removal and installation of the new equipment) within thirty (30) days after receipt of invoice therefor. Provider must obtain Owner's prior approval of all such costs (or a reasonable estimate of such costs if a firm price is not feasible prior to the actual repair or replacement). Notwithstanding the foregoing, if the repair or replacement is the result of Provider's negligence or willful misconduct, Provider shall pay the cost of the repair or replacement. Notwithstanding anything to the contrary, when Owner is responsible for paying for the repair/replacement, Provider shall be excused from the Wi-Fi System performance requirements under this Agreement (including, but not limited to, the Service Level Agreement, speed, coverage area requirements, and signal strength) that are impacted by the equipment in need of repair and/or replacement until such time that Owner approves the cost of the repair and/or replacement and Provider completes such repair and/or replacement, which completion shall occur promptly after Owner approves the cost.

(d) Additional Fees. Owner shall be responsible for the cost of all Wi-Fi System operation and modification fees and expenses not included in the Services Payment as described in Section 5(a), including but not limited to: (i) costs for equipment license renewal fees (but Provider represents that all such equipment license renewal fees shall be on a pass-through basis only [i.e., no mark-up by Provider]), (ii) Owner requested on-site support, (iii) Owner requested re-configurations of the Wi-Fi System, and (iv) Owner requested temporary modifications to the Wi-Fi System. Notwithstanding the foregoing, Owner shall not be responsible for the cost of Wi-Fi System operation and modification fees and expenses that are the result of Provider's negligence or willful misconduct. In order for Owner to be responsible

for the additional fees referenced in this Section, with the exception of equipment license renewal fees, Provider shall be required to notify Owner of the amount of such fees (or reasonable estimate of such fees if a firm price is not feasible prior to performance of the work) and Owner shall have to agree in writing (which approval may be given via e-mail) to pay them (if Owner does not agree to pay them then Provider does not need to perform the work).

(e) Notwithstanding anything to the contrary in this Agreement, after the Wi-Fi System has commenced commercial operation at the Property, Provider's obligation to monitor, operate, maintain, repair, replace and/or make any upgrades to the Wi-Fi System, or any portion thereof, under this Agreement or otherwise shall be expressly contingent upon Owner not being in default under this Agreement with respect to any payments owed (as set forth in Section 16. Owner is in default under this Agreement if any payment owed by Owner to Provider remains unpaid for more than ten (10) days after receipt of notice from Provider of such failure to pay), and Provider shall have no obligation to perform the foregoing with respect to the Wi-Fi System unless and until Owner cures any such default. Notwithstanding the foregoing, Provider may not suspend performance of the foregoing obligations if Provider's invoices for any payments owed by Owner (excluding the Services Payment, which invoice amount the parties agree shall be determined in strict accordance with Section 5(a), and excluding any firm price extended by Provider, which invoice amount shall be determined in strict accordance with Section 5(c) or 5(d) as applicable) are fifteen percent (15%) higher or more than the estimated cost and/or estimated fee approved by Owner.

6. APPROVALS. Owner agrees that Provider's ability to use the Premises is contingent upon the suitability of the Premises and the Venue for Provider's Permitted Use and Provider's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Provider for its use of the Premises, including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits and construction permits (collectively, the "Government Approvals"). Owner authorizes Provider to prepare, execute and file all required applications to obtain Government Approvals for Provider's Permitted Use under this Agreement and agrees to reasonably assist Provider at and with no cost to Owner with such applications and with obtaining and maintaining the Government Approvals.

7. TERMINATION. In addition to other grounds for termination as set forth herein, this Agreement may be terminated, without penalty or further liability, as follows:

(a) by either Party on thirty (30) days' prior written notice, if the other Party remains in default under Section 16 of this Agreement after the expiration of the applicable notice and cure periods; or

(b) by Provider upon written notice to Owner, if Provider is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the installation, use or operation of the Wi-Fi System as now or hereafter intended by Provider; or if Provider determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable.

8. INSURANCE.

(a) During the Term, Provider shall secure and maintain in full force and effect the following insurance:

(i) "All Risk" property insurance for its property's replacement cost.

(ii) Commercial general liability insurance ("CGL") with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence aggregate, written on an occurrence basis and on a comprehensive form and covering claims and liability in connection with or resulting from Provider's activities and performance of services under this Agreement, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any activities or performance of services of Provider or anyone directly or indirectly employed by it and including, without limitation, Provider's indemnity obligations contained in this Agreement.

(iii) Automobile insurance, on a comprehensive form, providing coverage on the basis of the date of any accident, with a combined single limit for bodily injury and property damage per accident of not less than One Million Dollars (\$1,000,000) for all owned, non-owned or hired automobiles, trucks and motorized vehicles directly or indirectly used in Provider's or its employee's activities or performance of services under this Agreement.

(iv) Workers compensation insurance as required by statute and employer's liability insurance.

Owner shall be endorsed as an additional insured under the CGL and automobile insurance required above for liability resulting from Provider's or its employees' activities pursuant to this Agreement. All insurance required by this Agreement shall be endorsed to be primary and not contributing with any other liability insurance available to Provider and Owner. Prior to commencing any work on the Venue, and from time to time thereafter upon the request of Owner, Provider shall provide to Owner certificates which indicate that Provider has obtained and there is in full force and effect the required insurance coverages showing the type, amount, coverages, effective dates and expiration dates of the policies.

(b) During the Term, Owner shall secure and maintain in full force and effect commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence aggregate, written on an occurrence basis and on a comprehensive form and covering claims and liability in connection with or resulting from Owner's activities, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any activities of Owner or anyone directly or indirectly employed by it and including, without limitation, Owner's indemnity obligations contained in this Agreement. Provider shall be endorsed as an additional insured under Owner's commercial general liability insurance policy for liability resulting from Owner's or its employees' activities pursuant to this Agreement.

(c) Provider and Owner each mutually release each other from liability and waive all right of recovery against the other for any property loss or damage covered by its own property insurance policy or policies actually carried or required to be carried under this Agreement, and in the event of such insured loss, it is agreed that neither Party's insurance company shall have a subrogation claim against the other. Each Party shall obtain special endorsements required by its insurer to allow such waiver of rights of subrogation, but the failure to obtain same shall not impair the effectiveness of this waiver and/or release between the Parties.

9. INTERFERENCE.

(a) Owner shall not install or permit the installation of any equipment in the Venue that would interfere with or restrict the operation of the Wi-Fi System and/or the Wi-Fi System. Owner agrees that, should any such interference be encountered in Provider's Wi-Fi System and/or Wi-Fi System operation as a result of Owner's or any other party's equipment in, on or about the Venue, Owner will, or will require that such other party to, cause such interference to be eliminated in a timely manner. If such material interference cannot be eliminated within a reasonable period of time, not to exceed forty-eight (48) hours from Owner's receipt of written notice from Provider, Owner will cease such interference, or will require that the party causing the interference, to cease such interference. In the event of any interference that continues beyond this cure period, notwithstanding anything to the contrary contained in this Agreement, Provider shall be excused from its performance obligations under this Agreement until such time the interference is eliminated, and Provider will have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference.

(b) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Venue or surrounding areas that causes electronic, physical or obstruction interference with, or degradation of, the communications signals to or from the Wi-Fi System.

10. INDEMNIFICATION.

(a) Provider agrees to indemnify, defend and hold Owner and its parent, subsidiary and affiliate companies, and each of their respective agents, employees, officers, directors, shareholders and partners, harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent arising from the installation, operation, use, maintenance, repair or removal of the Wi-Fi System by Provider or Provider's breach of any provision of this Agreement, except to the extent attributable to the negligence or willful misconduct of Owner and/or any of its employees, agents and/or independent contractors.

(b) Owner agrees to indemnify, defend and hold Provider and its parent, subsidiary and affiliate companies, and each of their respective agents, employees, officers, directors, shareholders and partners, harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent arising from the acts or omissions of Owner, its employees, agents or subcontractors, or Owner's breach of any provision of this Agreement, except to the extent attributable to the negligence or willful misconduct of Provider and/or its employees, agents or independent contractors.

11. WARRANTIES.

(a) Provider and Owner each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the officer or representative set forth as signatory for the Party below.

(b) Owner represents, warrants and agrees that: (i) Owner owns the Property and the Venue, and no other party has approval rights to this Agreement; (ii) the Venue, including without limitation, the underlying real property, is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases or any other agreements, of record or not of record, which would adversely affect Provider's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Owner grants to Provider sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iv) Owner's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Owner.

(c) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER MAKES NO EXPRESS WARRANTY REGARDING THE WI-FI SYSTEM, OR ANY PORTION THEREOF, AND PROVIDER DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS THEREFOR.

12. ENVIRONMENTAL.

(a) Owner represents and warrants that it has not caused or permitted, and will not cause or permit, any hazardous substances or hazardous materials to be brought upon, kept, used, stored, generated or disposed of on, in or about the Premises or the Venue. Owner agrees to and shall indemnify, defend and hold Provider harmless from and against any and all claims, damages, fines, judgments, settlements, penalties, costs, liabilities or losses (including, without limitation, reasonable attorneys', consultant and expert fees and expenses) to the extent arising, during or after the Term of this Agreement, directly or indirectly, from any use, storage, generation, release, discharge or disposal of hazardous substances or hazardous materials on, in or about the Premises or the Venue by Owner, its employees, agents and independent contractors.

(b) Provider agrees not to cause or permit any hazardous substances or hazardous materials to be brought up on, kept, used, stored, generated or disposed of on, in or about the Premises or the Venue by Provider and its agents, employees and independent contractors, except to the extent reasonably necessary for Provider's business operations and always in accordance with applicable environmental laws and regulations. Provider agrees to and shall indemnify, defend and hold Owner harmless from and against any and all claims, damages, fines, judgments, settlements, penalties, costs,

liabilities or losses (including, without limitation, reasonable attorneys', consultant and expert fees and expenses) arising, during or after the Term of this Agreement, from any use, storage, generation, release, discharge or disposal of hazardous substances or hazardous materials on, in or about the Premises or the Venue by Provider and its agents, employees and independent contractors.

(c) For purposes of this Agreement, the terms "hazardous substances" and "hazardous materials" mean any substance or material that is toxic, ignitable, reactive, corrosive or which is or may cause or spread any disease or which may constitute a threat to health or the environment or which is regulated by any applicable governmental authority including, without limitation, any and all substances or materials that are defined as "hazardous waste", "hazardous material", "extremely hazardous waste", "infectious waste" or a "hazardous substance" under the Resource Conservation Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including by the Superfund Amendments and Reauthorization Act), the Clean Air Act, as amended, the Clean Water Act, as amended, the Toxic Substances Control Act, as amended, the Safe Drinking Water Act, as amended, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, and specifically includes asbestos, polychlorobiphenyls, radioactive materials, petroleum and petroleum products and by-products. Properly encased batteries are not "hazardous substances" and "hazardous materials" under this Section 12.

(d) The provisions of this Section 12 and all of its Subsections shall survive the expiration or sooner termination of this Agreement.

13. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Provider, Owner shall provide to Provider and its employees, agents, and subcontractors, twenty-four (24) hours per day, seven (7) days per week access to and in the Premises, the Surrounding Space and the Venue (with such access subject to reasonable access security procedures as may be established and modified from time to time by Owner) for the installation, maintenance, repair, use and operation of the Wi-Fi System and any utilities serving the Premises. Owner acknowledges that in the event Provider cannot access the Premises, then Provider shall be excused from any Wi-Fi System performance requirements as set forth in this Agreement that cannot be met as a result of any failure by Owner to provide access to the Premises.

14. REMOVAL/RESTORATION. During the Term, all portions of the Wi-Fi System brought onto the Premises by Provider will be and remain Provider's personal property and Owner waives any and all lien rights it may have, statutory or otherwise, concerning the Wi-Fi System or any portion thereof. Within ninety (90) days after the expiration or earlier termination of this Agreement, Provider shall have the right, but not the obligation, to remove all or a portion of the Wi-Fi System. Any portion of the Wi-Fi System not removed by Provider within such time frame shall be deemed abandoned and shall become the property of Owner.

15. MAINTENANCE/UTILITIES.

(a) Owner will maintain and repair the Venue (including the Premises) and all utility lines serving the Venue and Premises in good condition and repair, subject to reasonable wear and tear and damage from the elements.

(b) Owner shall, at Owner's sole cost and expense, furnish all electricity and other utilities necessary to install and operate the Wi-Fi System and Provider's equipment throughout the Term, and Provider shall have the right to use and consume such utilities in connection with the Wi-Fi System and the operation of Provider's equipment installed within the Venue. If Provider requires additional or upgraded utility service to install and/or operate the Wi-Fi System or their respective equipment, then upon Provider's request, Owner will take such actions as may be necessary to obtain such additional or upgraded utility service, including without limitation, granting such easements over, under and across the Venue under the underlying real property as may be necessary for the utility company to provide such additional or upgraded utility service to Provider.

(c) Owner shall, at its sole cost and expense, provide all backhaul bandwidth for the Wi-Fi System as set forth in this Agreement. During the Term, the Parties will work together in good faith to establish the desired internet backhaul bandwidth for the Wi-Fi System.

16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Provider and a breach of this Agreement: Provider's failure to perform any term or condition under this Agreement within sixty (60) days after receipt of written notice from Owner specifying the failure. No such failure, however, will be deemed to exist if Provider has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. If Provider remains in default beyond any applicable notice and cure period, Owner will have the right to exercise any and all rights and remedies available to it under law and in equity.

(b) The following will be deemed a default by Owner and a breach of this Agreement: (i) Owner's non-payment of the Services Payment if such Services Payment remains unpaid for more than ten (10) days after receipt of written notice from Provider of such failure to pay; or (ii) Owner's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within sixty (60) days after receipt of written notice from Provider specifying the failure. No failure, however, under Section 16(b)(ii) will be deemed to exist if Owner has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If Owner remains in default beyond any applicable cure period, Provider will have any and all rights available to it under law and in equity, including but not limited to receipt of damages by Provider from Owner of all Services Payments Provider would have received from Owner for the remainder of the Term.

17. ASSIGNMENT/SUBLEASE. Provider may freely sell, assign or otherwise transfer, in whole or part, its interest in this Agreement and/or in the Wi-Fi System to any entity without Owner's consent. Upon assignment as outlined above, Provider will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Provider shall have the right to sublease or license this Agreement without Owner's consent.

18. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Provider: [redacted]
Attn: Legal Department
Re: [redacted] (Wi-Fi)
121 Innovation Drive, Suite 200
Irvine, California 92617

If to Owner: [redacted]
Attn: [redacted]

Either Party hereto may change the place for the giving of notice to it by twenty (20) days' prior written notice to the other as provided herein.

19. CONDEMNATION. In the event Owner receives notification of any condemnation proceedings affecting the Venue, Owner will provide notice of the proceeding to Provider within forty-eight (48) hours. If a condemning authority takes all of the Venue, or a portion sufficient, in Provider's sole determination, to render the Premises unsuitable for Provider's continued use, this Agreement will terminate as of the date the title vests in the condemning authority. Subject to applicable law, the Parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Provider will include, where applicable, the value of the Wi-Fi System, moving expenses and business dislocation expenses.

20. **CASUALTY.** Owner will provide notice to Provider of any casualty or other harm affecting the Premises within forty-eight (48) hours of the casualty or other harm. If the casualty occurs during the last two (2) years of the then current term, or if any part of the Venue, Wi-Fi System or Premises is damaged by casualty or other harm as to render the Premises unsuitable, in Provider's sole determination, for Provider's continued Permitted Use, then Provider may terminate this Agreement by providing written notice to Owner, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Provider will be entitled to collect all insurance proceeds payable to Provider on account thereof. If this Agreement is not terminated, Owner agrees to rebuild or restore the Venue and Premises and the Provider agrees to rebuild or restore the Wi-Fi System.

21. **TAXES.** Owner shall be responsible for any taxes levied upon Provider's leasehold improvements (including Provider's Wi-Fi System) on the Premises and all of Provider's property on the Premises.

22. **EXISTING ENCUMBRANCES AND GROUND LEASES.** As a covenant of Owner and also as a condition to Provider's obligations under this Agreement for Provider's benefit, Owner shall cause the beneficiary under any existing deed of trust or mortgage and the ground Owner under any ground lease affecting the Venue, to provide a non-disturbance agreement to Provider within thirty (30) days after the execution of this Agreement in a form which is reasonably acceptable to Provider. If Owner's interest in the Venue or underlying real property is a Provider's interest in a ground lease, Owner warrants that nothing in the ground lease prevents Owner from performing its obligations or assuming liabilities as set forth in this Agreement, and covenants to take no action or fail to take any required action under the terms of such ground lease that would disturb Provider's possession of the Premises or impair its rights under this Agreement, and Owner warrants the term of any such ground lease permits a minimum occupancy period for Owner for no less than the Term of this Agreement.

23. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Owner and Provider. No provision may be waived except in a writing signed by both Parties. The failure by a Party to enforce any provision of this Agreement or to require performance by the other Party will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

(b) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Provider and Owner each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Venue and underlying real property and bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and supersedes all prior offers, negotiations, letters of intent, and agreements with respect to the subject matters of this Agreement. By execution of this Agreement, the Parties agree that they have not relied upon any oral or written agreements, representations, warranties, statements, promises or understandings with respect to the subject matter hereof, not specifically set forth or referred to in this Agreement, and waives any rights or claims arising from any such statements, promises or representations.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including, but not limited to"; (iii) whenever a Party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same

may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted this Agreement; and (viii) the singular use of words includes the plural where appropriate.

(g) **Affiliates.** All references to "Provider" shall be deemed to include any Affiliate of Provider using the Premises for any Permitted Use or otherwise exercising the rights of Provider pursuant to this Agreement. "Affiliate" means with respect to a Party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that Party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(h) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(i) **No Electronic Signatures/No Option.** The submission of this Agreement to any Party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Owner and Provider.

(j) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of this Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the Parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the Parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the Parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either Party may terminate this Agreement upon sixty (60) days' prior written notice to the other Party.

(k) **Attorneys' Fees.** The prevailing Party in any action or proceeding in court or mutually agreed upon arbitration/mediation proceeding to enforce the terms of the Agreement shall be entitled to receive its reasonable attorneys' fees, including court, consultant and expert costs, fees and expenses, from the non-prevailing Party.

(l) **Further Assurances.** From and after the date of this Agreement, Owner and Provider agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper to complete the transactions contemplated by this Agreement and to carry out the purposes of this Agreement.

(m) **Estoppel.** Within ten (10) days of the request of either Party, the other Party shall execute and provide a statement to the requesting Party, (i) certifying that this Agreement is in full force and effect; and (ii) certifying any other facts as the requesting Party reasonably requests.

(n) **Counterparts.** This Agreement may be executed, whether by hand written signature or electronic signature via DocuSign, in two (2) or more counterparts, which counterparts may be delivered by facsimile or via electronic mail with the same effect as delivery of the originals, all of which shall be considered one and the same original agreement and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

(o) **Waiver of Jury Trial.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(p) **Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation. Such circumstances shall include Owner or third party denial of Provider access to the Wi-Fi System or other facilities or rights-of-way essential to serving the Premises.

24. **CONFIDENTIALITY.** The Parties agree to keep the terms of this Agreement and all information exchanged in connection with negotiating this Agreement and regarding any dispute or controversy arising from or under this Agreement confidential. The Parties will not (except as required by applicable law, regulation or legal process), without prior written consent, disclose this Agreement to any third party (other than to either Party's attorneys, accountants, equity investors, debt lenders, and other advisors). Notwithstanding the foregoing, Provider may issue press releases or other public communications relating to existence of this Agreement and/or installation of the Wi-Fi System at the Venue.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the last date written below.

OWNER:

PROVIDER:

_____,
a _____

[_____]
a [_____]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

DESCRIPTION OF PREMISES – EQUIPMENT SPACE

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY CONSTRUCTION OR OTHER DRAWINGS OF THE PREMISES ONCE RECEIVED BY PROVIDER.

[SEC=PROTECTED]

EXHIBIT 1
-1-
Confidential

EXHIBIT 2

DESCRIPTION OF PREMISES – AP SPACE AND CONNECTIONS

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY CONSTRUCTION OR OTHER DRAWINGS OF THE PREMISES ONCE RECEIVED BY PROVIDER.
2. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF APS AND CABLING ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE UPON MUTUAL AGREEMENT OF OWNER AND PROVIDER.

[SEC-PROTECTED]

EXHIBIT 2

-1-

Confidential

EXHIBIT 3
COVERAGE AREAS

[SEC-PROTECTED]

EXHIBIT 3
-1-
Confidential

EXHIBIT 4
MONITORING AND MAINTENANCE

[SEC-PROTECTED]

EXHIBIT 4
-1-
Confidential