

**AGREEMENT FOR LEASE OF  
FIBER OPTIC TRANSMISSION LINE**

**THIS AGREEMENT** made this 14<sup>th</sup> day of September, 2021 by and between **Antietam Cable Television, LLC**, an Indiana Limited Liability Corporation, with its principal offices and place of business at 1000 Willow Circle, Hagerstown, Maryland 21740 (hereinafter referred to as “Broadband Company”) and City of Hagerstown – Water Department with its principal offices at 51 W. Memorial Boulevard, Hagerstown, Maryland 21740 and place of business at 10802 Waterworks Road, Williamsport, Maryland 21795 (hereinafter referred to as “Lessee”).

**WITNESSETH**, that for and in consideration of the mutual promises hereinafter set forth, and the rents, terms and conditions hereof, the parties hereto do agree as follows:

1. **Purpose/Description**

Broadband Company, at the request of Lessee herein, will own, install, and will hereafter maintain, repair, replace and/or service 1000x1000 Mbps circuit. This circuit runs to and from the communication switch room of improved premises owned by Lessee and commonly known as the (see identified locations) located at and the communication switch room of Broadband Company located at 1000 Willow Circle, Hagerstown, Maryland with an Internet data rate of up to (see attached services per location).

Broadband Company has, in the exercise of its sole discretion, determined the route, course and location of the Line between the Termination Points, and such existing, route, course and location of the Line is acceptable to Lessee. At each Termination Point, Broadband Company will, with the consent, authorization and approval of Lessee, supply Digital Termination Equipment with 1000BASE-LX SFP LC/SM (example) fiber input/output ports.

2. **Term**

A. **Initial Term**: The initial term of this Lease shall be for five (5) years and commence with the activation of the circuit on \_\_\_/\_\_\_/2021 and conclude on \_\_\_/\_\_\_/2026 (hereinafter the “Initial Term”). Upon expiration of the initial term, except to the extent (if any) otherwise provided in this Agreement, Lessee may extend the term of this Agreement for (3) successive one (1) year periods on the same terms and conditions as in effect just before the then-current end of the term by providing written notice to Broadband Company no later than 90 days before the then-current end of the term. The term of this Agreement will not be extended if, at the then-current expiration of the term, Lessee is in material breach of this Agreement.

B. **Payment of Rent for Entire Term Required**: Lessee may determine to end this Agreement prior to the expiration of the Initial Term with written notice to Broadband Company. However, in the event Lessee shall determine to end this Agreement at any time prior to the expiration of the Initial Term, or at any time before the end of any subsequent Renewal Term, Lessee shall nonetheless be obligated for the full payment of all rent otherwise due hereunder for the applicable balance of such then-current term.

3. **Leasehold Charges**

(i) **Monthly Recurring Charge:** Commencing on \_\_\_\_/\_\_\_\_/2021 a monthly charge of \$0.00 plus Static IP charge of \$0.00. All payments are due and payable by Lessee unto Broadband Company on the first day of each and every month.

(ii) **Installation Fee:** One-time charge of \$56,188.00

(iii) **Late Charges:** In the event Lessee fails to pay any installment of Base Monthly Reoccurring Charge (MRC) herein reserved within 15 days from the due date thereof, a late fee in the amount of half percent (10 %) per month shall be added to the Base MRC herein reserved and shall be considered additional charge.

(iv) **Credit to Lessee for Down-Time:** Broadband Company guarantees Up-Time at 99.9% and shall credit Lessee for any period in which a circuit is out of service. Any such interruption in service lasting more than four (4) hours on any single day shall be credited as a complete day's circuit charge for the affected circuit. A complete day's circuit charges for the 1000x1000 Mbps product will be \$0.00. Broadband Company will make every reasonable effort to cause, whenever possible, scheduled down time to occur during off-peak hours and after prior consultation with Lessee.

4. **Grant of Express and Implied Easements**

A. Lessee warrants that it owns or has the right to operate the improved real estate identified herein as 10802 Waterworks Road, Williamsport, Maryland 21795 and/or the power to grant and convey express and implied easements for this property. By its execution hereof, Lessee grants and conveys unto Broadband Company now, and during the Initial Term and/or any renewal term of this Lease, all reasonable and necessary rights of ingress and egress to and from its address identified in Paragraph 1 hereof, supra, and such grant includes, but is not limited to, the right of Broadband Company to enter upon or within, and generally access the exterior walls and roofs thereof, utility rooms, hallway, stairwells, communication switch rooms, and the like, as are from time to time reasonable and necessary for Broadband Company's performance pursuant to terms of this Agreement.

B. Lessee also grants unto Broadband Company such other easements as are reasonably and necessarily implied by the terms and purposes of this Agreement to allow Broadband Company's performance of its duties and obligations hereunder.

5. **NOTICES**

Notice shall be deemed valid if sent, in writing, by first class mail to Antietam Broadband Company to the following individual and address:

Brian A. Lynch, President/ General Manager  
Antietam Broadband, Inc.  
1000 Willow Circle  
Hagerstown, Maryland 21740

Notice shall be deemed valid if sent, in writing, by first class mail to Lessee to the following individual and address:

Nancy Hausrath  
City of Hagerstown  
425 E. Baltimore Street  
Hagerstown, Maryland 21740

6. **MISCELLANEOUS**

A. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any subsequent default of the same or of a different nature.

B. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

C. This Agreement shall be executed in duplicate(s) and an executed duplicated shall have the same force and effect as if it were the original copy.

D. This Agreement shall be irrevocably binding upon the parties, their respective successors and assigns, and the parties and their respective successor and assigns shall execute such other supplemental agreements or other writings as may be necessary or advisable to carry out the full intent and meaning of this Agreement.

E. This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland.

F. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

**WITNESS** the seals of the parties hereto by the hands of their duly authorized representative as of the date and year first above written.

**CITY OF HAGERSTOWN – WATER DEPARTMENT**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ANTIETAM CABLE TELEVISION, LLC. An Indiana Limited Liability Corporation**

**By:** \_\_\_\_\_

**Brian A. Lynch,  
President/General Manager**

**Schedule A**

Connection types and locations:

1000x1000 Mbps DIA Fiber Circuit  
10802 Waterworks Road, Williamsport, MD 21795

**Actual Circuit Activation Dates**

IP Address(es): \_\_\_\_\_

Circuit # \_\_\_\_\_ Activated \_\_\_\_\_

**Schedule B (Metro E)**

**Antietam Broadband Service Level Agreement (SLA)**

- **Availability:** The Antietam Backbone will be available to the customer free of Network Outages 99.9% of the time.
- **Packet Loss:** The average monthly Packet Loss on the Antietam Backbone will not exceed 0.3%.
- **Latency:** The average monthly Latency on the Antietam Backbone will be 55ms or less
- **Jitter:** The average monthly Jitter on the Antietam Backbone will be 2.5ms or less

1. Application of Antietam Backbone SLA

The Antietam Broadband SLA provides customers with certain rights and remedies regarding the performance of the Antietam Backbone (as defined below).

2. Definitions

For purposes of the Antietam Broadband’s SLA, the following terms have the meanings set forth below.

- **“Antietam Backbone”** means Antietam Broadband owned and operated Internet Protocol (IP) routing infrastructure existing solely between the customer demarcation point through Antietam Broadband owned and operated fiber facility to the meet point with Antietam Broadband’s IP Transit providers.
- **“Network Outage”** means an instance in which no traffic can pass in or out of the customer demarcation point.
- **“Latency”** means the average time required for round-trip packet transfers on the Antietam Backbone during a calendar month, as measured by Antietam Broadband.

- “**Packet Loss**” means the average percentage of IP packets that are not successfully delivered on the Antietam Backbone during a calendar month, as measured by Antietam Broadband.
- “**Jitter**” means the average variation in delay for packet transfers on the Antietam Backbone during a calendar month, as measured by Antietam Broadband.
- “**Base Fee**” consists solely of the basic monthly fee paid by the Customer for the affected service and excludes all other fees which might be charged, including, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, incremental bandwidth usage, electricity, extra IP addresses or equipment rental fees.

### 3. Customer Remedies

Upon Customer request, Antietam Broadband will issue a credit to Customer for any network event consisting of Network Outages, Packet Loss greater than 0.3%, Latency greater than 55ms or Jitter greater than 2.5ms that occurs outside 99.9% warranty (that is, in excess of 42 minutes in any given month). The credit amount will equal one day’s worth of the Base Fee paid by Customer. The credit is subject to the following exceptions:

- Circumstances beyond Antietam Broadband’s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Antietam Broadband Backbone SLAs;
- Scheduled maintenance and emergency maintenance and upgrades performed with advanced notice during a maintenance window acceptable to the Customer.
- DNS issues outside the direct control of Antietam Broadband;
- False SLA breaches reported as a result of outages or errors of any Antietam Broadband measurement system; or Customer’s acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the Antietam Broadband Backbone or Antietam Broadband services in breach of Antietam Broadband’s Terms and Conditions of Service or Antietam Broadband’s Dedicated Circuit Acceptable Use Policy.