

COMMUNICATIONS NETWORK AND SERVICE AGREEMENT
(Non-Bulk)

The pages that precede the signature blocks below are referred to as the "Property-Specific Terms". The Property-Specific Terms together with the Attachments listed below constitute the Communications Network and Service Agreement ("Agreement"), which is entered into by the following customer ("Owner") and service provider ("Operator") on the "Effective Date" set forth under Operator's signature below. Each of Owner and Operator may be referred to in the Agreement as a "party", and, together, as the "parties". Capitalized terms used in these Property-Specific Terms without definition will have the meanings assigned to them in the applicable Attachment.

Owner Name and Billing/Legal Notice Addresses:	Operator Name and Legal Notice Addresses:
East Lake Woodlands Community Association, Inc	Spectrum Sunshine State, LLC
Billing Office and Notice Address: 720 Brooker Creek Blvd Ste 206 Oldsmar, FL 34677 Attn: East Lake Woodlands Community Association, Inc Telephone: 727-784-8576 All Notices Also Sent to (if applicable): 360 Palmdale Dr Oldsmar, FL 34677 Attn: East Lake Woodlands Community Association, Inc	All Notices Sent to Office at: 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Department – Operations All Notices Also Sent to Office at: 6399 South Fiddler's Green Circle, Sixth Floor Greenwood Village, CO 80111 Attn: Legal Department – MDU All Notices Also Sent to: DL-SCS-Legal@charter.com

Property Information:	Owner's Property Management Company Information (if applicable):
Property Address: East Lake Woodlands Community Association, Inc 360 Palmdale Dr Oldsmar, FL 34677 Telephone: (727) 784-8576	Corporate Office Address: Attn: Telephone:
Property Type: SF Home	
Number of Units: 1548	
On-Site Contact Name: Monica D'Ambrosio	Contact Name:
On-Site Telephone: 727-784-8576	Contact Telephone:
On-Site Email: mdambrosio@mgmt-assoc.com	Contact Email:

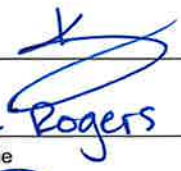
Owner owns (or is building), or, in the case of an owner's association, is the authorized representative for the multi-unit property referred to above (including the underlying land and all improvements thereon, the "Property"). Owner and Operator desire that Operator install (as necessary) and operate the System to make the Services available to Users in accordance with the terms of the Agreement. Owner and Operator agree as follows:

1. **Term.** The Agreement commences on the Effective Date and may be terminated by either party at any time after the end of the Service Commitment Period by providing a Termination Notice (defined hereafter) (the "Term").

2. **Service Commitment Period.** The "Service Commitment Period" is 120 months and commences on the later of the following two dates: (a) the date that System installation or upgrading is complete (or the Effective Date if Operator currently serves the Property and no System modifications are required); or (b) if Owner is purchasing any Bulk Service under the Agreement, the date that Operator first begins billing Owner the full (undiscounted) Bulk Service Fee to all Units .
3. **Termination Notice.** In addition to any early termination rights contained elsewhere in the Agreement, either party may terminate the Agreement after the end of the Service Commitment Period by providing the other with a termination notice (the "Termination Notice"). The Termination Notice must provide at least 90 days advance notice of termination.
4. **Service Activation Date and Commencement of Billing.** Operator will begin providing and billing for Services (to Users for individually-billed Services and/or to Owner for Services provided on a bulk-billed basis) on the Service Activation Date. The "Service Activation Date" is:
 - on or about the Effective Date.
5. **Special Terms.** The following special terms supplement and/or supersede, as the case may be and as the context requires, any contrary terms in the Attachments.
 - 5.1 **Courtesy Video Service.** 13 account(s) to the following address(es) at the Property: "TBD"
 - 5.2 **Courtesy Internet Service.** 13 account(s) to the following address(es) at the Property: "TBD"
 - 5.3 **Door Fee (One-Time) Payment.** \$450.00 per Unit, for a potential total of \$696,600.00.
 - 5.4 **Owner Remittance Address.** Operator shall send all payments to Owner to the following address: 720 Brooker Creek Blvd Ste 206, Oldsmar, FL 34677. Attn: East Lake Woodlands Community Association, Inc.
6. **Attachments.** The following Attachments are incorporated into and made a part of the Agreement by this reference.
 - System Installation and Services Attachment
 - Internal Wiring (Owner Install or Upgrade) Attachment
 - Exclusive Marketing Rights Attachment
 - Courtesy Video Service Attachment
 - Courtesy Internet Service Attachment
 - Door Fee (One-Time) Payment Attachment
7. **Signatures; Authority.** The individuals signing below represent to Owner and Operator that they are duly authorized to execute and deliver the Agreement on behalf of the entity for which they have signed. Electronic signatures or exact copies (such as facsimiles) of original signatures will have the same force and effect as original signatures.

OWNER

East Lake Woodlands Community Association, Inc

Signature 
Kate Rogers
Printed Name
Vice President
Title

OPERATOR

Spectrum Sunshine State, LLC

By: Charter Communications, Inc., its Manager

Signature
R. Lynn Dodson
Printed Name
VP, Spectrum Community Solutions
Title

Effective

Date: _____

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND |
WHEN RECORDED MAIL TO: |
Charter Communications |
Attn: 3611 Queen Palm Dr |
Address: Tampa, FL 33619 |
_____ |

Above space for recorder's use only


This Memorandum of Agreement ("MOA") is entered into by the "Owner" and "Operator" set forth in the signature blocks below, effective as of the date Operator signs this MOA.

1. **Agreement and Property.** Concurrently with this MOA, Owner and Operator have entered into a Communications Network and Services Agreement (the "Agreement") relating to the property described in Property Address and Legal Description attached to this MOA (including all improvements now or hereafter located thereon)(the "Property"). The Agreement and MOA are integrally related and coterminous (as further described below). Because any acquiror of the Property is obligated to assume the Agreement, such acquiror should request a copy of the Agreement from Owner for its review.
2. **Grant of Access; Recording.** In consideration of the covenants and agreements in the Agreement and as such may be amended between Owner and Operator from time to time, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner and Operator, Owner hereby grants and conveys to Operator and its Authorized Representatives (as defined in the Agreement) a nonexclusive easement across, under, over, within and through the Property, as necessary for Operator to perform its obligations under the Agreement, including the right, on an exclusive or nonexclusive basis as set forth in the Agreement, to (a) install, operate, use, maintain, repair, upgrade, replace and/or remove the System (defined hereafter) to as permitted by the Agreement; and (b) to offer, provide and market any services that Operator can provide to the Property ("Services") as permitted by the Agreement. "System" means conduit, wiring (such as fiber, coaxial cable, category of performance wiring, copper, etc.), hardware (such as wireless access points, gateways, switches, routers, amplifiers, etc.), software, facilities (such as building entrance facilities, vaults, above-ground enclosures, pedestals, lockboxes, etc.) equipment, rooftop antennas, and all other network infrastructure installed, upgraded and/or used by Operator at the Property to provide the Services. Operator may record this MOA in the public records at any time.
3. **Term; System Removal.** The easement granted in this MOA touches and concerns the Property, runs with the land (and title to the Property), and is binding on Operator, Owner, all subsequent acquirors of the Property, others who may claim any interest in the Property, and all of the foregoing parties' successors and assigns. The easement granted in this MOA, unless terminated earlier as permitted by the Agreement, automatically terminates on the date that is six months after Operator has ceased using the System to provide any Services at the Property (the "Term"). Notwithstanding the foregoing, after the Term, Operator shall have an additional 60-day period to access the Property to remove or dispose of the System as permitted by the Agreement.

Other Terms. This MOA includes adequate space for Operator to place its System components in locations mutually acceptable to Owner and Operator. Any Pathways where the System is to be located that are owned by Owner or a third party shall, as between Owner and Operator, be owned by Owner, and Owner hereby grants to Operator the nonexclusive right to access, use, and maintain such Pathways. "Pathways" means all conduits, poles, moldings, risers, raceways, shafts, rooftops and similar pathways and areas at the Property where the System is or will be installed. If Owner is an association (such as a homeowners' association, condominium owners' association, etc.) or cooperative and only has the authority to provide Operator with access to the common areas of the Property, then the easement granted in this MOA automatically shall be limited to such common areas. If any unit owner or occupant does not provide Operator with access to their unit to install, maintain and operate the System, Operator shall have no obligation to perform any of its obligations under the Agreement with respect to such unit (including providing Services). Owner may grant other rights of access to the Property, but will not allow such other grants to interfere with the easement granted to Operator or Operator's use of the System. Operator shall have 24x7 access to the System to address emergency conditions (such as to correct a hazardous condition or general Service outage). Operator shall conduct all routine work at the Property (such as installations, disconnections, routine maintenance, testing, etc.) during normal and reasonable working hours established by Owner for the Property. At either party's request, an Owner Authorized Representative will accompany Operator's Authorized Representatives while accessing the Property. Notwithstanding termination of the Agreement or any contrary provision in the Agreement, if Laws (as defined in the Agreement) require Owner to provide Operator with access to the Property for the provision of any Service, then (a) Operator shall continue to own and be permitted to access and use any System components to provide Services to the Property; and (b) any System ownership and removal rights shall apply at such time as Laws no longer provide for Operator's access to the Property. Nothing in this paragraph shall operate as, or be construed to be, a waiver of any rights that Operator may have under any Laws, and all such rights are hereby reserved by Operator. Owner shall not (a) enter into any bulk-billed, bulk-provision (regardless of whether for a fee), bulk or volume discount, Owner-guaranteed payment, Owner-subsidized (such as a construction reimbursement or subsidy), flat rate, or any other similar arrangement with any other provider at the Property for services similar to the Services; or (b) sell, resell, or distribute the Services to any third party (including Property occupants) except as specifically permitted by the Agreement.

OWNER

East Lake Woodlands Community Association, Inc

Signature 
Printed Name Kate Rogers
Title Vice President

OPERATOR

Spectrum Sunshine State, LLC

By: Charter Communications, Inc., its Manager

Signature _____
Printed Name R. Lynn Dodson
Title VP, Spectrum Community Solutions

Effective _____
Date: _____

STATE OF Florida)

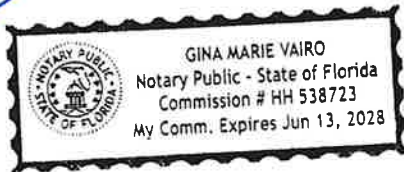
COUNTY OF Pineellas)

On November 22, 2024 before me, Kate Rogers, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Gina Vairo

Expiration Date: 6/13/2028



STATE OF _____)

)

COUNTY OF _____)

On _____, 20____, before me, _____, personally appeared _____ personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Expiration Date: _____

Property Legal Description

WOODLANDS PKWY & EAST LAKE WOODLANDS PKWY LYING IN SEC'S 9, 10 & 16
LESS PT OF SE 1/4 OF SEC 09-28- 16 FROM NW COR OF SD SE 1/4 TH N68D11'E
33FT TO N'LY R/W BNDRY OF WOODLANDS PKWY & NE'LY R/W OF EAST LAKE RD
TH S65D12' 05"E 15.43FT TH S24D47' 55"W 43.50FT FOR POB(1) TH S65D12'05"E
88.50FT TH S24D47'55"W 23FT TH N65D 12'05"W 88.50FT TH CUR RT RAD 11.50FT
ARC 36.13FT CB N24D47'55"E 23FT TO POB(1) AND LESS PT OF NE 1/4 OF SEC 16-
28-16 FROM PNT ON NE'LY R/W OF SR-584 (TAMPA RD) & SE'LY R/W OF EAST LAKE
WOODLANDS PKWY TH N40D36'39"E 103FT TH N49D 23'21"W 49.50FT FOR POB(2)
TH S40D36'39"W 84.50FT TH CUR RT RAD 15.50FT ARC 48.69FT CB N49D23'21"W 31
FT TH N40D36'39"E 84.50FT TH S49D23'21"E 31FT TO POB(2) CONT 35.24 AC(C)

SYSTEM INSTALLATION AND SERVICES ATTACHMENT

1. **Certain Defined Terms.** When capitalized in the Agreement, the following terms have the following meanings:

"Association" means a resident-controlled owner's association for the Property, including a homeowners' association, condominium owners' association, etc.

"Authorized Representative" means any affiliate, employee, agent, contractor, or other authorized representative of the subject party.

"Claim" means any claim, dispute, controversy, demand, allegation, suit, action or proceeding.

"CPE" means customer premises equipment, including converters, receivers, set-top boxes, modems, routers, gateways, and other similar devices placed within a Unit.

"Demarcation Point" means (a) for Properties with buildings containing multiple dwelling Units (such as apartment complexes, condominiums, etc.), the point at which Operator's distribution plant becomes dedicated to a single or multiple Units; (b) for Properties with stand-alone Units (such as single family homes, garden-style apartments, townhomes, mobile homes, etc.), the distribution panel located on the exterior of each such Unit; and (c) for Properties where there are transient Units or no Units (such as RV Parks, marinas, etc.), to an agreed upon or existing termination point. The location of Demarcation Points may be further specified in the Plans.

"Equipment" means all conduit, wiring (including fiber, coaxial cable, category of performance wiring, copper, etc.), hardware (including wireless access points, optical network units (ONUs), gateways, switches, routers, amplifiers, etc.), software, facilities (including building entrance facilities, vaults, above-ground enclosures, pedestals, lockboxes, etc.), equipment and all other network infrastructure installed, upgraded or used by Operator at the Property to provide the Services, but excluding the Internal Wiring and CPE.

"Force Majeure Event" means an event or condition beyond a party's reasonable control, including an act of God or government, failure or delay caused by utilities, suppliers or carriers, weather, war, riot, strike, work stoppages, insurrection, vandalism, cabling cuts by third parties, and loss of the right to use rights of way or frequencies, but excluding payment of monies due.

"Internal Wiring" means the wiring on the User side of the Demarcation Point that is or may be used by Operator to deliver Services, regardless of whether in use at any given time.

"IoT" means the Internet of Things, as commonly understood in the telecommunications industry.

"Laws" means all applicable federal, state, and local statutes, rules, regulations, and ordinances, including the rules and regulations of the Federal Communications Commission ("FCC"), and any necessary federal, state and local permits, licenses and approvals.

"Liabilities" means any and all losses, damages, judgments, obligations, costs, assessments, deficiencies, expenses (including court costs and attorneys' fees), physical damage to tangible personal property, bodily injury, death and any other liabilities.

"Pathways" means all conduits, poles, moldings, risers, raceways, shafts and similar pathways and areas at the Property installed, owned or controlled by Operator, Owner or a third party where the System is or will be installed.

"Plans" means the construction plan, design application, scope of work, construction responsibility matrix, or other plans for installation of the System, or, where there are no plans or the plans do not adequately address a specific requirement, Operator's then-current installation methods. Operator owns all right, title and interest in and to the Plans, and the Plans are the confidential information of Operator.

"Services" means all services that Operator and its affiliates offer in the Service Area, including any Services provided on a bulk basis under an Attachment.

"Service Area" means the territory in which the Property is located for which Operator holds a then-current franchise or other legal authority to provide Services.

"Subscriber Terms" means any subscription agreement, terms and conditions of use, acceptable use policies, privacy policies, and other similar policies, in each case as established and modified by Operator in its sole discretion from time-to-time, without notice to Owner or Users, regarding the purchase and use of Services and made available to Users. Subscriber Terms include the (a) acceptable use policy applicable to Internet Services located at <https://www.spectrum.com/policies/residential-terms.html> (or successor URL); (b) privacy policy applicable to the Internet Services located at <https://www.spectrum.com/policies/spectrum-customer-privacy-policy.html> (or successor URL); and (c) general terms of Service located at <https://www.spectrum.com/policies/residential-general-terms-andconditions-of-service> (or successor URL).

"System" means the Equipment and Internal Wiring.

"Taxes" means any taxes, assessments, fees, charges and other similar costs levied, assessed or imposed by any governmental authority with jurisdiction over a party, including personal property taxes, ad valorem, and real estate related taxes.

"Unit" means a single dwelling unit, billing unit or outlet, common area (including clubhouse, recreation center, etc.), lot, or boat berth, in each case to which Services are to be provided, as the case may be and as the context reasonably requires.

"User" means a Unit owner or occupant, Owner, Owner Authorized Representative, or other person at the Property, including temporary guests, who subscribe to or are permitted under the Agreement to receive Services.

2. **Right of Access.**

2.1 Grant of Access. Owner grants to Operator and its Authorized Representatives a non-exclusive right of access across, under, over, within and through the Property (including within buildings and other improvements and the right to use all Pathways) to permit Operator to exercise its rights and fulfill its obligations under the Agreement ("**Right of Access**"), including the right, on an exclusive or nonexclusive basis as set forth in the Agreement, to (a) install, operate, use, maintain, repair, upgrade, replace and remove the System; and (b) offer, provide and market Services. This Right of Access commences on the Effective Date and automatically terminates concurrently with the Agreement, except that Operator will have an additional 60-day period after the Term to access the Property to remove or dispose of the System as permitted by the Agreement.

2.2 Use of Space and Pathways. The Right of Access includes adequate space for Operator to install the System components that it is obligated to install under the Agreement, in locations mutually acceptable to Owner and Operator. Any Pathways where the System is to be located that are owned by Owner or a third party will, as between Owner and Operator, be owned by Owner, and Owner grants to Operator the nonexclusive right to access, use, and maintain the Pathways. If Owner is an Association or cooperative and only has the authority to provide Operator with access to the common areas of the Property, then this Right of Access automatically will be limited to the common areas. If any Unit owner or occupant does not provide Operator with access to their unit to install, maintain and operate the System, Operator shall have no obligation to perform any of its obligations under the Agreement with respect to such Unit (including providing Services).

2.3 Other Terms. Owner may be required to execute and have notarized a separate Memorandum of Agreement that includes additional Right of Access terms. Operator may record such Memorandum of Agreement at any time. In the event of any conflict or inconsistency between the terms of this Section and any separately signed Memorandum of Agreement which is required to be executed, the terms of the Memorandum of Agreement govern and control. Owner may grant other rights of access to the Property only if other grants do not interfere with the Right of Access or Operator's use of the System. Operator will have 24x7 access to the System to address emergency conditions. Operator will conduct all routine work at the Property, including installations, disconnections, routine maintenance and testing, during normal and reasonable working hours established by Owner for the Property. At either party's request, an Owner Authorized Representative will accompany Operator's Authorized Representatives while accessing the Property. Notwithstanding any contrary provision in the Agreement, if Laws require Owner to provide Operator with access to the Property for the provision of any Service, then (a) Operator will continue to own and be permitted to access and use any System components as provided in the Agreement to provide Services to the Property; and (b) any System ownership and removal rights will apply once Laws no longer provide for Operator's access to the Property. Nothing in this Section will operate as, or be construed to be, a waiver of any rights that Operator may have under any Laws, and all rights are reserved by Operator.

3. System Installation, Ownership, Use and Removal.

3.1 Property Inspection. Operator may perform a site survey at the Property prior to System installation or activation of Services. Upon Operator's request, Owner shall provide Operator with all available maps, plats, as-builts and similar drawings of the Property showing improvements (including risers, raceways and similar pathways therein), utility locations, easements, rights of way and similar items affecting System installation. If Operator determines, in its sole discretion, that it would not be commercially sensible to install the System (due to technical issues, costs, Laws, etc.), then Operator will discuss such situation with Owner and, if the parties are unable to come to a resolution, Operator may either terminate the Agreement upon notice to Owner or move forward with installation notwithstanding such situation.

3.2 Equipment Installation; Power. Operator shall, at its sole cost, install the Equipment in a good and workmanlike manner and in accordance with accepted industry standards, Laws and the Plans. Operator shall perform its work at the Property in a manner that reasonably minimizes interference with the operation of the Property and the peaceful enjoyment of the Property by Users. Owner is responsible, at its sole cost, for opening and closing all trenches where the System will be located, and Owner shall ensure that trenches are sufficiently wide and deep to accommodate the Equipment and comply with Laws. Operator may connect to and use standard electric power sufficient to operate the System from the existing electrical sources located at the Property, and the cost of electrical power is included within the consideration provided to Owner under the Agreement.

3.3 Relocation. If Owner desires Operator to relocate any portion of the System or do additional installation work not required by the Plans, then Owner shall reimburse Operator for all costs actually incurred by Operator (on a time and materials basis at Operator's then-current standard rates) in developing the requested plans and performing any work.

3.4 Removal and Property Restoration. Upon termination of the Agreement and subject to the Right of Access, Operator may either remove the Equipment or leave the Equipment in place, in each case in whole or in part. If Operator fails to remove the Equipment within the time frame permitted by the Right of Access, then any Equipment not removed will be deemed abandoned in place and title thereto automatically will vest in Owner without further action, cost or liability to either party. Any disposal of the Equipment by Owner will be in compliance with Laws. Operator shall, at its sole cost, repair and restore all portions of the Property damaged by Operator to its condition existing immediately prior to any damage, regardless of whether the damage occurred during installation, operation, maintenance, or removal activities.

3.5 Ownership, Maintenance and Use of Equipment. Operator owns and has the exclusive right to access, operate, maintain, upgrade, replace and remove the Equipment. Except as specifically set forth otherwise in the Agreement, the Equipment will at all times remain the personal property of Operator, and is not, and will not be deemed to be, affixed to or a fixture of the Property. Operator retains the risk of damage to and loss of the Equipment, unless damage or loss is caused by Owner or its Authorized Representatives, in which case Owner promptly shall reimburse Operator for its actual costs to repair or replace any damaged or lost Equipment. Owner shall not, and Owner shall not permit any third party to, access, move, use or interfere with the Equipment. Operator shall at all times keep the Equipment in good order, repair and condition, in compliance with Laws. Repeated damage to the Equipment may result in a suspension or termination of Services instead of repair or replacement. Owner shall cooperate with Operator to safeguard any Equipment located within Units or other private or secured areas and assist Operator in removing and recovering any Equipment located within a Unit.

3.6 Internal Wiring Installation, Ownership, Use and Removal. Internal Wiring installation, ownership and use rights and obligations are set forth in the applicable Attachment for Internal Wiring.

3.7 CPE. Unless provided otherwise in an Attachment, Operator owns all CPE provided to Users or Owner or supplied to the Property. The type of CPE provided to Users will be in Operator's sole discretion and subject to availability and change at any time without notice. If a User desires different or additional CPE, then, subject to Operator's policies, availability, and compatibility with any other Services being provided at the Property, such User must obtain any different or additional CPE directly from Operator under Operator's then-current terms and conditions. Users are responsible for any lost, stolen, damaged or unreturned CPE at Operator's then-current replacement charges, and are responsible for returning all CPE to Operator after termination of Services, unless Owner specifically is responsible for any CPE as set forth in the Property-Specific Terms or an Attachment, in which case Owner is responsible for such CPE. CPE replacement may take up to 30 days. Unless specified otherwise in the Property-Specific Terms, each User is responsible to order, pick up and self-install CPE or may, at User's option, arrange directly with Operator to have Operator perform any installation at its then-current rates. Owner will use commercially reasonable efforts to safeguard and return to Operator any CPE left by Users in vacated Units, the Property management office, or other areas of the Property.

3.8 Liens. Operator shall not allow any materialman's or mechanic's liens to attach to the Property in connection with Operator's construction of the System, provision of Services, or performance of the Agreement. Operator shall be responsible for the satisfaction or payment of any liens

for any provider of work, labor, material or services claiming by, through or under Operator. Operator shall discharge any liens that are filed in connection with Operator's work within 30 days after receiving notice from Owner of such lien by bonding, payment or otherwise at Operator's sole cost unless Operator has contested, in good faith and by appropriate proceedings, any such liens.

4. **System Protection and Interference.**

- 4.1 **System Protection.** Once the System is installed, it may not be accessed, relocated, removed, disturbed, used or interfered with by Owner or any third party. Owner shall use commercially reasonable efforts to safeguard the System against damage and unauthorized use. If Owner becomes aware of any unauthorized use of the System or receipt of the Services, then Owner promptly shall notify Operator and cooperate with Operator to end the unauthorized use of the System or receipt of Services.
- 4.2 **System Interference.** If there is any condition at the Property that interferes with Operator's use of the System or provision of Services, does not comply with technical specifications established by the FCC, including signal leakage, or poses a risk to any person or damage to the System, Operator reserves the right to (a) discontinue the Services to the non-compliant Unit or, at Operator's sole discretion, to the Property, until such time as such interference is cured by Owner or User, as applicable; (b) terminate the Agreement upon notice to Owner; and (c) take any other legal actions as Operator deems necessary. During any interference where Operator elects to continue providing Services, Operator's Services may be degraded due to the effects of such interference and any degraded Services will not be a breach of the Agreement.

5. **Services.**

- 5.1 **General Operator Obligations.** Owner grants to Operator the right to offer and provide Services at the Property, as may be further detailed in other Attachments. The terms and conditions under which Users purchase and Operator provides Services (including installations and billing) will be pursuant to agreements entered into between Operator and a User or Operator and Owner under a separate Attachment. Owner acknowledges that any person using the Services must abide by and is bound by the Subscribers Terms and Operator may, with or without notice and without breaching the Agreement, suspend, disconnect or refuse to provide Services or CPE to any person who fails to execute, accept or abide by the Subscriber Terms. Subject to Laws, Operator has the right to select and make changes to the programming comprising the video Services offered to persons located in the Service Area (including Users), or add to, discontinue or change the rates and Services or any features, technology or components available to the Property as Operator deems necessary or desirable in its sole discretion. Owner acknowledges that Operator uses certain programming and content owned or provided by third parties and Owner shall not make any Claims against Operator or its affiliates if certain programming or content is interrupted, discontinued or substituted. The rates Operator charges Users will be consistent with the residential rates Operator generally charges in the Service Area, as the same may change from time-to-time. The signal quality of the video Services will meet or exceed any applicable standards prescribed by the FCC. Owner shall not (a) enter into any bulk-billed, bulk-provision (regardless of whether for a fee), bulk or volume discount, or any other similar arrangement with any other provider at the Property for services similar to the Services; or (b) except as specifically provided by the applicable Attachment (which may allow Owner to charge Users), sell, resell, or redistribute the Services or CPE to any third party (including a User), or permit any third party to do so.

- 5.2 **Owner Obligations Regarding User Access Suspension and Reactivation.** If Owner is specifically permitted to suspend/reactivate any User's access to Service Set Identifier(s) (SSIDs) used at the Property, then Owner shall be responsible for (a) educating itself about, and strictly complying with, all Laws related to suspending and reactivating such access; (b) providing prior written disclosure to all potentially affected Users, specifying the conditions and process for suspending and reactivating the access; and (c) providing prior notices to affected Users as required by Laws. Because any access suspension and reactivation is solely Owner's decision and action, Owner shall be liable to

Operator for any Claims or issues resulting from such actions, including loss of use of IoT devices or functionality. Notwithstanding any contrary provision in the Agreement, Owner may not be able to suspend access for any User that purchases additional Internet Services directly from Operator. Operator is entitled to, at any time and without notice or liability to Owner, reestablish access and/or Services and/or disable any features providing Owner the ability to suspend/reactivate User access.

- 5.3 **Privacy and Compliance with Subscriber Terms.** Operator treats private communications on or through its network or using any Internet service it provides as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted or required by Laws. Users are not authorized to use any Service without prior review and acceptance of the Subscriber Terms. If Operator advises Owner that there is no electronic "click-through" method that requires individual Users (including Owner) to read and accept the Subscriber Terms before using the applicable Service(s), and Operator provides written copies of the Subscriber Terms for Owner to distribute to Users, then Owner shall provide the Subscriber Terms in written form for each User to review and Owner shall obtain and maintain in its files each User's written acceptance thereof.

6. **Owner's Representations and Warranties.** Owner represents, warrants and covenants to Operator that (a) Owner is either (i) the sole legal and equitable owner in fee simple of the Property; or (ii) Owner holds a controlling interest in the Property; or (iii) Owner is the sole lessee of the Property for the duration of the Term; or (iv) is an Association representing the Property and the legal owner(s) of the Units; (b) Owner has the full power and authority to negotiate, execute, deliver and perform the Agreement and the legal authority to bind the legal owner(s) of and the holder of fee title to the Property and the Units to (or make the foregoing parties subject to) the Agreement; (c) the legal description attached to the Right of Access is the complete, accurate, and current legal description for the Property; (d) neither Owner nor the Property is subject to or has been threatened with any bankruptcy proceeding, foreclosure action, deed in-lieu-of-foreclosure transaction, litigation or Claims that could adversely affect Operator's rights under the Agreement; (e) Owner owns or has the right to grant to Operator the right to use all Pathways and System components not owned by Operator as contemplated by the Agreement; (f) Owner shall not rebroadcast or display the Services in a public place or use any part of the Services in connection with a "public performance" unless it has obtained the requisite licenses, consents, and authorizations (including those for music rights, rebroadcast rights, etc.) and paid the appropriate fees (including license fees, music royalties, etc.); (g) Owner is not subject to, and during the Term shall not become subject to, any agreement or understanding with any third party that conflicts with the Agreement; and (h) as of the Effective Date, Owner is not required to obtain any additional consent or approval, to make any filing, or to provide any notices (including approval of Unit owners) in connection with entering into or performing the Agreement.

7. **Operator's Representation and Warranties.** Operator represents, warrants and covenants to Owner that (a) Operator has the full power and authority to negotiate, execute, deliver and perform the Agreement; (b) Operator is not subject to, and during the Term shall not become subject to, any agreement or understanding with any third party that conflicts with the Agreement; (c) Operator has all necessary approvals, consents and governmental authorizations, licenses and permits to provide the Services and shall comply with all Laws applicable to the System and provision of Services; and (d) Operator will maintain during the Term all required licenses, permits, and approvals necessary to permit Operator to operate the System and provide the Services.

8. Indemnification.

- 8.1 From Operator.** Operator will defend, indemnify and hold harmless Owner and, as applicable, Owner's Authorized Representatives, from and against all Liabilities incurred by Owner and its Authorized Representatives that result from third-party Claims of (a) bodily injury or death; or (b) damage to tangible personal property (excluding software, data and other intellectual property rights) or real property; for each of the foregoing clauses (a) and (b) where such Claims are based on Operator's or Operator's Authorized Representatives' (i) negligence or willful misconduct while at the Property; (ii) breach of any representation or warranty made by Operator under the Agreement; (iii) violation of a third party's rights; or (iv) violation of Laws. The indemnity provisions of this Section shall not apply to the extent that any Liabilities are attributable to the negligence or intentional misconduct of Owner or its Authorized Representatives.
- 8.2 From Owner.** Owner will defend, indemnify and hold harmless Operator and, as applicable, Operator's Authorized Representatives, from and against all Liabilities incurred by Operator and its Authorized Representatives that result from third-party (including Users or governmental authorities) Claims (a) of bodily injury or death; (b) of damage to tangible personal or real property; for each of the foregoing clauses (a) and (b) where such Claims are based on Owner's or Owner's Authorized Representatives' (i) negligence or willful misconduct while at the Property; (ii) breach of any representation or warranty made by Owner under the Agreement; (iii) violation of a third party's rights; or (iv) violation of Laws; (c) arising out of Owner's actions or inaction under Section 5.2 (Owner Obligations Regarding User Access Suspension and Reactivation); (d) relating to any inability to use or failure of functionality of Users' IOT applications and devices connected to the System; (e) relating to data privacy or security across the System; or (f) that Users failed to comply with the Subscriber Terms and where Owner has breached Section 5.3 (Privacy and Compliance with Subscriber Terms). The indemnity provisions of clauses (a) and (b) of this Section shall not apply to the extent that any Liabilities are attributable to the negligence or intentional misconduct of Operator or its Authorized Representatives.
- 8.3 Procedures.** A party seeking defense and indemnification under this Section ("Indemnatee") promptly shall (a) notify the other party ("Indemnitor") of any Claim for which it is requesting indemnification and tender the defense; and (b) provide all reasonably available facts, circumstances, documents and particulars of the Claim and reasonably assist where requested to enable Indemnitor to defend, settle, and indemnify for such Claim. Failure to promptly comply with the foregoing sentence shall not relieve Indemnitor of its obligations under this Section, except to the extent that such delay or failure materially and demonstrably prejudices Indemnitor's ability to defend or settle such Claim and results in an increase in Liabilities in connection therewith. The Indemnitor, at its sole cost, shall promptly assume the defense and control of such Claim using counsel of its own choosing that is reasonably satisfactory to Indemnatee. Indemnitor promptly shall confirm in writing to Indemnatee that it has assumed the defense and control of the Claim in compliance with this Section. If Indemnitor fails to provide such notice to Indemnatee, then Indemnatee may proceed with defending or settling such Claim under the terms of this Section as if it were the Indemnitor, and it shall notify Indemnitor that it has done so. Indemnitor shall have sole control over such defense, investigation, and settlement negotiations, provided that Indemnitor shall not settle any Claim without first disclosing all terms of the settlement to Indemnatee and obtaining Indemnatee's prior approval. Indemnatee may withhold approval if the settlement does not provide Indemnatee with a full release regarding such Claim. If Indemnitor timely complies with its obligations under this Section, then Indemnatee shall be responsible for any attorneys' fees or other costs or expenses it incurs in connection with the Claim (such as its own costs of investigation, verification, review, tender, etc.).

9. Default and Remedies.

- 9.1 Default.** The following will constitute material breaches of the Agreement: (a) a party breaches or fails to meet or perform any material representation, warranty, covenant or other obligation contained in the Agreement and then fails to cure such matter within 30 days (or such other time period specified in the Agreement) after receiving notice from the non-breaching party that reasonably details the breach so as to permit the breaching party to pursue a cure, unless such breach is not reasonably curable within such period, in which case the breaching party will not be deemed to be in breach so long as it has commenced a cure within such period and diligently pursues such cure to completion; (b) a party becomes insolvent or a debtor in a bankruptcy or similar action or proceeding; or (c) the Property becomes subject to foreclosure or similar action or proceeding. Notwithstanding any contrary provision in the Agreement, if a party is required to act pursuant to Laws prior to the required notice or cure period in this Section, then such party will be entitled to act without being in breach of the Agreement.
- 9.2 Remedies.** Except as specifically provided otherwise in the Agreement, and in addition to the other rights granted in the Agreement, the non-breaching party will be entitled to seek all remedies available at law or in equity with respect to a breach of the Agreement by the breaching party (including injunctive relief and specific performance in cases where a breach is causing or would cause irreparable damage or where no adequate remedy at law is available), and such rights and remedies will be cumulative. If the breaching party fails to cure a breach of the Agreement, then the non-breaching party may, in addition to all other available remedies, terminate the Agreement upon notice to the breaching party. If Owner is obligated to pay for any Services under the Agreement and Owner defaults pursuant to this Section, then in addition to any other remedies available to Operator, Operator may, without further notice, suspend such Services until the default is cured or stop providing any or all of such Services to Owner and instead begin providing such Services directly to Users on an individually-billed basis during the remainder of the Term. Operator may also terminate the Agreement upon notice to Owner if the System has been damaged more than three times in any 12-month period due to vandalism, unauthorized access, or other activity not authorized by Operator.
- 9.3 Termination Payment.** If the Agreement is (a) improperly terminated by Owner; (b) properly terminated by Operator as permitted by the Agreement; or (c) not assumed by any assignee or successor of Owner (regardless of whether such assignee or successor acquires the Property by purchase, transfer, operation of Laws, or otherwise), then Owner shall pay to Operator, within 30 days after the date of Operator's invoice therefor, an amount equal to Operator's reasonably expected revenues for the remainder of the Term had the Agreement been fully performed by the parties until the earliest date of termination permitted by the Property-Specific Terms (the "Termination Payment"). Nothing in this Section affects ownership or disposition of the System. If Operator timely receives the Termination Payment from Owner, the Agreement automatically will terminate (if not already terminated) and the remedies provided for in this Section will be Operator's sole remedy and Owner's sole liability for a termination of the Agreement covered by this Section. If another Attachment provides for a different early termination fee or payment, then that Attachment will apply instead of this Section.
- 9.4 Competing For Owner's Business.** Operator intends to always compete for Owner's business on price and quality of service. Therefore, in the event Owner is considering competing proposals from another provider for any services similar to the Services after the Term, Owner shall notify Operator and provide Operator 30 days to submit a proposal pursuant to which Operator would offer such services on the same or more favorable terms to Owner. If Operator provides a proposal that is the same or more favorable than the proposal from another provider, then Owner agrees to work with Operator to purchase such services from Operator and, at Owner's discretion, negotiate either an amendment to this Agreement or a new agreement.

10. **Disclaimer of Warranties; Limitation of Liability; Assumed Risks.** EXCEPT AS OTHERWISE STATED IN THE AGREEMENT, OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SYSTEM, CPE, OR THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY OPERATOR AND WAIVED BY OWNER TO THE EXTENT NOT PROHIBITED BY LAWS. IN NO EVENT WILL OPERATOR BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, INCLUDING DAMAGES BASED ON LOSS OF SERVICE, REVENUE, RENT, PROFIT OR BUSINESS OPPORTUNITY. ALL CLAIMS UNDER THIS AGREEMENT MUST BE INITIATED NO LATER THAN ONE YEAR AFTER THE OCCURRENCE GIVING RISE THERETO OR THEY WILL BE DEEMED WAIVED, EXCEPT WITH RESPECT TO CLAIMS BY OWNER RELATING TO SERVICE CHARGES OR INVOICES FROM OPERATOR OR FOR PAYMENTS DUE FROM OR MADE BY OPERATOR, WHICH MUST BE INITIATED NO LATER THAN SIX MONTHS AFTER THE DATE OF SUCH CHARGE, INVOICE, PAYMENT, OR PAYMENT DUE DATE. THIS SECTION APPLIES NOTWITHSTANDING ANY CLAIM THAT IT DEPRIVES A PARTY OF AN ADEQUATE REMEDY OR CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.
- THE PERFORMANCE OF INTERNET SERVICES MAY VARY FROM TIME TO TIME BASED ON OVERALL NETWORK USAGE, ENVIRONMENTAL CONDITIONS, DEVICE LIMITATIONS, AND OTHER FACTORS, AND NO MINIMUM TRANSMISSION SPEED, UP-TIME OR AVAILABILITY IS GUARANTEED AT ANY TIME. OPERATOR WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH ANY USE OF THE INTERNET SERVICES BY USERS, INCLUDING FEES INCURRED BY USERS FOR THIRD PARTY CONTENT, PRODUCTS OR SERVICES, OR CIRCUMSTANCES WHERE THE USE OR LOSS OF INTERNET SERVICES RESULTS IN CHARGES BY THIRD PARTIES, FILE OR DATA CORRUPTION OR LOSS, HARDWARE OR SOFTWARE DAMAGE OR LOSS (INCLUDING FROM VIRUSES AND OTHER MALEVOLENT ACTS OR THINGS). OPERATOR MAKES NO WARRANTY AS TO THE SECURITY OF USER COMMUNICATIONS VIA THE SYSTEM OR THE SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR USER COMMUNICATIONS. OPERATOR MAKES NO WARRANTY THAT DATA OR FILES SENT BY OR TO USERS WILL BE TRANSMITTED IN A SECURE, ENCRYPTED OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.
- OWNER HAS NOT RELIED ON OPERATOR FOR ANY PRIVACY OR SECURITY ADVICE, SECURITY MONITORING, SECURITY EVENT MITIGATION, OR THREAT IDENTIFICATION IN CONNECTION WITH THE INTERNET SERVICES OR USERS' IOT APPLICATIONS OR DEVICES, OR OTHER APPLICATIONS OR DEVICES (WHETHER BY USERS OR THIRD PARTIES), CONNECTED TO THE SYSTEM. OWNER IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ITS OWN BACKUP SYSTEMS FOR REDUNDANCY TO ENSURE CONTINUOUS IOT DEVICE OPERATION. OWNER IS RESPONSIBLE FOR AND ASSUMES ALL LIABILITY OF ANY LOSS OF INFORMATION, SECURITY BREACHES OR INCIDENTS AND TRANSMISSION OF MALICIOUS THINGS OVER OR RELATED TO THE INTERNET SERVICES, USERS' IOT APPLICATIONS OR DEVICES AND ANY OTHER APPLICATIONS OR DEVICES CONNECTED TO THE SYSTEM.
11. **Confidentiality.** Except as specifically allowed in the Agreement, and except for disclosures required by Laws, Owner and Operator will keep confidential and not disclose to any other person the terms, conditions and other information provided in connection with the performance of the Agreement except to financial, legal, and other advisors, and to prospective lenders or purchasers of the Property or System, in each case on a need-to-know basis and provided that such recipients are obligated in writing to maintain the confidentiality of the terms of the Agreement without further disclosure to any other party.
12. **Notices.** Unless otherwise specified in the Agreement, all notices or other communications given in connection with the Agreement will be in writing and will be given by prepaid U.S. certified mail, return receipt requested, or nationally recognized overnight courier service to the applicable addresses set forth at the head of the Agreement or to any other address hereafter directed by a party in writing in compliance with this Section. If questioned, the party sending a notice will have the burden to prove receipt or rejection. Rejected notices sent to the most recent address provided by a party pursuant to this Section will be deemed delivered.
13. **Assignment.** Except as specifically permitted below, neither party will assign the Agreement without the prior consent of the other. Operator may perform any of its obligations under the Agreement using its Authorized Representatives, but Operator shall remain responsible for the performance of such Authorized Representatives. Operator will not be obligated to provide remuneration of any kind to any Owner assignee until a fully-executed, written assumption agreement is provided to Operator.
- 13.1 Affiliates; Business Change; Collateral.** Either party may assign the Agreement without notice to or consent from the other party to (a) any affiliate that is at least as capable as the assignor to perform its obligations under this Agreement during the Term; (b) any successor entity in the event of such party's transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization or other business combination; (c) a lender, as an assignment of collateral to secure credit extended to such party; or (d) in the case of Operator, to any entity that purchases Operator's assets used to provide Services in the Service Area.
- 13.2 Sale of Property, Associations.** If Owner sells or otherwise transfers the Property, Owner shall (a) promptly provide Operator with the name, address, telephone, and contact name of the new owner of the Property, as well as a fully-executed copy of such purchaser's written agreement to assume the Agreement; and (b) make the assumption of the Agreement by the new owner of the Property a condition of any sale, transfer or assignment of the Property. If Owner is a developer of the Property, promptly upon the creation at any time of an Association, Owner shall assign all of its rights and delegate all of its duties under the Agreement to Association and shall cause Association to assume the Agreement and all of Owner's rights and obligations hereunder. If the Agreement is not assumed by Association within a reasonable time, not to exceed 180 days after the creation of Association, then, upon notice from Operator, Owner shall pay to Operator the Termination Payment. Upon receipt of a written assumption agreement and if Owner is then current on all payments due to Operator, Owner will be relieved of any further liability or obligations to Operator under the Agreement that are attributable to the period after Operator has received a copy of such written assumption agreement and the new owner or Association, as applicable, will become "Owner" under the Agreement.
14. **Force Majeure Events.** Notwithstanding any contrary provision in the Agreement, neither party will be liable to the other or in breach of the Agreement for any delay or failure to perform under the Agreement if such delay or failure is the result, in whole or part, of any Force Majeure Event; and Operator may, but will not be required to, rebuild any portion of the Equipment substantially damaged or destroyed by a Force Majeure Event or other casualty. So long as the non-performing party diligently and continuously attempts to cure the non-performance caused by the Force Majeure Event, the Term and time for performance equitably will be extended to account for the delay caused by the Force Majeure Event.
15. **Compliance with Laws; Governing Law; Waiver of Jury Trial.** The Agreement is subject to, and in the performance of their respective obligations under the Agreement the parties will comply with, all Laws, and such compliance is not a breach of the Agreement. Unless otherwise stated in the

Agreement, nothing in the Agreement will operate as a waiver of a party's rights under Laws. The Agreement is governed by the laws of the state in which the Property is located (the "State"), other than such Laws that would result in the application of the laws of a jurisdiction other than the State. The parties submit to in-personam jurisdiction of the State and waive any objection to improper venue in the applicable federal and state courts located in the State. If Laws prohibit Owner from granting or Operator from obtaining any of the exclusive rights granted under the Agreement, then such rights automatically will be deemed non-exclusive, but only to the extent and for so long as required by Laws. TO THE EXTENT NOT PROHIBITED BY LAWS, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO, AND SHALL NOT REQUEST, A TRIAL BY JURY WITH RESPECT TO ANY CLAIM BROUGHT BY A PARTY AGAINST THE OTHER REGARDING ANY MATTER ARISING OUT OF OR RELATED TO THE AGREEMENT.

16. **Severability.** If any provision of the Agreement is found under Laws to be unenforceable, unreasonable or overbroad, then (a) the parties desire that such provision be enforced to the maximum extent deemed to be reasonable and not overbroad; (b) the parties desire that such provision be modified so that it is enforceable as nearly as possible to the intent of the original provision; (c) thereafter, the parties shall cooperate in good faith to amend such provision so that it is enforceable and meets the intent of the original provision as nearly as possible; and (d) the remainder of the Agreement will be unaffected and will continue in full force.
17. **Scope of Agreement; Modifications; Waivers.** The Agreement constitutes the entire agreement between Owner and Operator with respect to, and supersedes all other agreements and discussions, regardless of whether written or oral or contained in a prior proposal, relating to, the subject matter contained herein. The Agreement can be modified or changed only by a written instrument signed by both parties. The Agreement constitutes an agreement solely among the parties hereto and is not intended to and will not confer any rights, remedies, obligations or liabilities, legal or equitable, on any person (including any User or Claimant) other than the parties hereto and their respective successors or assigns, or otherwise constitute any person (including any User or Claimant) a third-party beneficiary under or by reason of the Agreement. A party's waiver of enforcement of any of the terms or conditions of the Agreement will be effective against such party only if contained in a written instrument signed by an Authorized Representative of such party. The waiver of a party's breach of the Agreement or failure to perform any covenant, condition or obligation will not constitute or be construed to be a waiver of any succeeding breach or failure. No course of dealing or performance between the parties, nor any delay in exercising any rights or remedies, will operate as a waiver of any of the rights or remedies of a party. The relationship between Owner and Operator is that of independent contractors, and not one of principal and agent, joint venture or partnership. Individuals employed by each party are not employees of the other, and the employing party assumes full responsibility for the acts and omissions of its own employees acting in the course and scope of employment. Each party has and retains the right to exercise full control of and supervision over employment, direction, compensation, and discharge of its employees, including compliance with Social Security, withholdings, Workers' Compensation, unemployment, payroll taxes, and all other taxes and regulations governing such matters.
18. **Taxes; IRS Form W-9.** Owner is solely responsible to pay all Taxes in connection with providing Operator with any space for the System, use of Internal Wiring, or receiving any form of compensation (monetary, in-kind, etc.) from Operator under the Agreement, except for Taxes based on Operator's income or business operations generally (e.g., employee withholdings, unemployment, social security, workers' compensation, etc.). Owner shall provide a completed and signed IRS Form W-9 to Operator concurrently with its signature of the Agreement or Operator will not be obligated to provide Owner with remuneration of any kind (monetary, in-kind, etc.) under the Agreement.
19. **Enforcement Costs.** If any proceeding is brought by a party to enforce or interpret any term or provision of the Agreement, then the prevailing party (that is, the party whose requested relief is closest to the relief finally obtained) in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that party's reasonable attorneys' and experts' fees and expenses.
20. **Operator Facilities.** Operator may install, operate, maintain, repair, upgrade and remove, at its sole cost and expense, one or more antennae, radios, wiring, and other communications equipment and related facilities (collectively, "**Operator Facilities**") in the Pathways and on the roof and parapets of the Property buildings to provide communications services to Operator's customers. Operator will provide to Owner plans and specifications reasonably detailing the types and location of the Operator Facilities, and such plans will be subject to Owner's prior consent. Owner's consent will be deemed given if Owner does not consent or object in writing within ten days after receiving Operator's request for consent to the proposed plans. The Operator Facilities are completely separate from, and not a part of, the System; provided, however, that the parties' rights and obligations that are applicable to "Equipment" under the Agreement shall apply to the Operator Facilities to the extent that such terms do not conflict with this Section (the "**Operator Facilities Terms**"). Operator shall operate the Operator Facilities in compliance with Laws, including the right to use any frequencies permitted by Laws. Notwithstanding the expiration or earlier termination of the Agreement, the Operator Facilities Terms will continue to apply until Owner provides Operator with notice that Owner desires Operator to remove the Operator Facilities from the Property. Operator will have six months after receiving such notice from Owner to cease operating and remove the Operator Facilities and repair any damage to the Property as required by the Agreement.
21. **Rules of Construction.** For all purposes of the Agreement, except as otherwise specified elsewhere in the Agreement or unless the context clearly requires otherwise: (a) where the Agreement requires or contemplates, approval, acceptance, authorization, waiver, amendment, change or consent be given by a party, such actions will be in writing and signed by an authorized signatory of such party, and will not unreasonably be withheld, conditioned or delayed; (b) references to "day(s)" means calendar day(s), and includes weekends and holidays, unless specifically stated otherwise (e.g., "business day(s)"); (c) if there are any conflicting or inconsistent terms among Property-Specific Terms, Subscriber Terms, or any Attachment, then Property-Specific Terms will control to the extent of such conflict or inconsistency, followed by Subscriber Terms, but there is no order of precedence or governance among the Attachments (unless one Attachment specifically states that it supersedes another Attachment in whole or in part), and all terms contained therein will be given equal importance when construing the intent of the parties; (d) the words "including," "included" and "includes" mean inclusion without limitation; and (e) because each party has had reasonable opportunity to review the Agreement with its own legal counsel, Claims that ambiguities are resolved against the drafting party will not apply. Under no circumstances will either party disparage the Services, Property, System, Operator Facilities or business of the other.
22. **Survival.** The following Sections shall survive any termination or expiration of this Agreement: 2 (Right of Access), for the periods specified in such Section; 3.4 (Removal and Property Restoration), for a period of 60 days after the Right of Access expires; 3.5 (Ownership, Maintenance and Use of Equipment); 3.6 (Internal Wiring Installation, Ownership, Use and Removal); 3.7 (CPE); 5.3 (Privacy and Compliance with Subscriber Terms); 8 (Indemnification), for a period of 6 months; 9.4 (Competing for Owner's Business); 10 (Disclaimer of Warranties; Limitation of Liability; Assumed Risks); 11 (Confidentiality); 12 (Notices); 15 (Compliance with Laws; Governing Law; Waiver of Jury Trial); 16 (Severability); 17 (Scope of Agreement; Modifications; Waivers); 18 (Taxes; IRS Form W-9); 19 (Enforcement Costs); 20 (Operator Facilities); 21 (Rules of Construction); and 22 (Survival).

Owner Initials

Kate Rogers
VP of ELWCA

Operator Initials _____

EXCLUSIVE MARKETING RIGHTS ATTACHMENT

1. General. Operator hereby appoints Owner as its exclusive marketing representative at the Property and Owner shall, subject to Laws, exclusively market the Services to the occupants and prospective occupants of the Property. Owner shall refer all inquiries regarding Services to Operator and provide Users and prospective Users with Operator contact information. Owner will direct all Users to report all maintenance or other problems with the Services directly to Operator and Owner will use reasonable efforts to notify Operator of any damages to the System or Service problems of which Owner becomes aware.
2. Marketing by Operator. Owner hereby grants to Operator the exclusive right to conduct the following marketing and promotional activities for the Services only if permitted by Owner in Owner's sole and absolute discretion: (a) marketing via digital means and portals; (b) marketing on-site at the Property by means of distribution of printed and digital advertising materials and Service information; and (c) contacts, demonstrations of Services, and direct sales presentations. No on-site solicitations or sales activities may take place without the prior written from Owner.
3. Marketing by Owner. Owner shall, and Owner shall cause its on-site Authorized Representatives to, promote Operator's Services to Users on an exclusive basis. Operator, at its sole cost, shall provide Owner with sales support and materials for use in assisting occupants to order Services. The owner shall have the sole and absolute discretion with respect to the type of marketing permitting on the property. Operator reserves the right, in its sole discretion, to accept or reject prospective Users solicited by Owner based on Operator's then-current policies and standards.
4. Other Marketing. Owner shall not, and Owner shall not permit or in any way assist other parties (including other service providers) to, promote, market or solicit services on-site at the Property that are materially similar to the Services, or facilitate another party's efforts to do so through off-site activities (such as mail, email, facsimile, or telephone marketing campaigns, property specific advertisements, etc.). Under no circumstances will either party disparage the Services, Property, System or business of the other.
5. No Intellectual Property License. Except for Owner's distribution of Operator-provided marketing materials at the Property and the limited licenses granted in this Attachment, nothing in the Agreement shall be deemed or construed to be a license or other grant of rights to use the other party's copyrighted materials, trademarks, service marks, trade names, logos, or other intellectual property or proprietary rights without the prior consent of such party.
6. Marks; Limited License. All materials developed by a party, including advertisements, promotions, marketing materials and newsletters using the other's service marks, logos, trade names, trademarks, insignia and symbols ("Marks") or any reference thereto, shall be submitted to the other in advance for prepublication review and approval with respect to, but not limited to, context, style, content appearance, composition, timing and media. Each party shall properly acknowledge the other's ownership of its Marks in all materials. No party shall do business under any the other's Marks or derivatives or variations thereof, and neither party shall directly or indirectly hold itself out as having any relation to the other or its Authorized Representatives, except as specifically authorized in this Attachment. The Marks only may be used by to promote the Services during the Term.

16193592.02 – 4/15/2021

DOOR FEE (ONE-TIME) PAYMENT ATTACHMENT

1. General Terms. In partial consideration for the rights granted by Owner to Operator under the Agreement, Operator shall pay to Owner a one-time payment as specified in the Property-Specific Terms ("Door Fee Payment") within 90 days after the Effective Date.
2. Reimbursement of Door Fee Payment. In addition to any other remedies available to Operator under the Agreement or pursuant to Laws, if Operator is denied any of its marketing rights, Internal Wiring rights, or Property or System access rights granted under the Agreement, regardless of whether caused by an uncured breach of the Agreement by Owner, inability to enforce such rights under Laws (such as due to subsequent legislation, litigation, administrative action, etc.), or otherwise, then Owner shall refund to Operator the following amount within 30 days of receipt of Operator's invoice therefor:

Reimbursement of Door Fee Payment = Door Fee Payment made by Operator, multiplied by the quotient of (A) the number of months left in the Service Commitment Period at the time the triggering event above occurs, divided by (B) the total number of months in the Service Commitment Period. Partial months are deemed to be whole months for purposes of this calculation.

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