

FIBER CONNECT, LLC.

Data @ the Speed of Light

GREAT BARRINGTON SOUTH BUSINESS DISTRICT

March 1st 2018



Fiber Connect, LLC.

PO Box 764

Monterey, MA 01245

<http://www.bfcma.com>

Fiber To The Premise Project Welcome

Fiber Connects' Proposal.

Fiber Connect is working to bring high speed fiber optic internet to downtown Great Barrington. This service will provide present and future tenants in your building with the fastest broadband internet available. The service is substantially faster and more robust than the present offerings. Fiber Connect will offer this service to your tenants at no cost to you. All we ask is your permission.

Over the next few years, most of the surrounding communities will have fiber. If the Great Barrington business district is to remain competitive, fiber is not a luxury, but a necessity. Fiber Connect will pay for all of the infrastructure costs to build and maintain the network. What we need is access to your building at _____, Great Barrington, MA 01230 to run the fiber either across rooftops or through basements. Once the network reaches your building, Fiber Connect will reach out to your tenants and offer them the service. All Service Agreements will be between Fiber Connect and the subscriber, your only responsibility is the easement to provide access for Fiber Connect, as you currently have with other utility companies.

Please see the standard easement agreement at http://www.bfcma.com/legal_easement.pdf. If it is agreeable, please print, sign and return to:

Fiber Connect, LLC.
PO Box 764
Monterey, MA 01245
ATTN: Easements

Please feel free to contact me if you have any questions. (413) 854-2109. I would be happy to meet with you in person to discuss the project and answer any questions you might have. Howard Lefenfeld, a retired Great Barrington businessman and former Main Street merchant has agreed to help us with this part of the project. You can contact him at (413) 528-2662

Sincerely,

Adam Chait
CEO
Fiber Connect
(413) 854-2109

**COMMUNICATIONS CONDUIT LICENSE AGREEMENT
(Vault to Demarcation Point)**

THIS COMMUNICATIONS CONDUIT LICENSE AGREEMENT (“**Agreement**”) is entered into as of this ____ day of _____, 20__ (the “**Effective Date**”), by and between _____, a _____ (the “**Licensor**”), and Fiber Connect, LLC, a _____ (“**Licensee**”).

RECITALS

A. Licensee represents and warrants to Licensor that Licensee is a communications provider and that it has full authority without further consent from any other party to negotiate and execute this Agreement with Licensor.

B. Licensee desires to license space within and through a portion of the property to the demarcation location within the property (the “**Conduit**”) located at _____, **Great Barrington, MA, 01230** (the “**Building**”) in order to use the Conduit for the installation, placement, replacement, augmentation, inspection, operation, and/or removal of fiber optic, data and communications lines, cables, and wires as specified in Exhibit A, attached hereto and incorporated herein (collectively, a “**Data Line**”), and Licensor is willing to grant Licensee a license for use of the Conduit for the installation and operation of the Data Line, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor agree as follows:

1. Grant.

1.1 Grant of License. Licensor hereby grants to Licensee a non-exclusive license:

(a) To install, place, augment, inspect, maintain, operate, remove and replace at Licensee’s sole expense and risk, the Data Line within the Conduit; and

(b) To reasonably access the Conduit from the demarcation point within the Building. Licensor shall not be obligated to provide or allow the use of facilities within the Building or on adjacent property to the extent that Licensor does not own, control, or have authority to allow such usage. It is expressly acknowledged and agreed that Licensee is granted any rights to place any relevant equipment within the Building or the equipment room where the demarcation point is located for the sole purpose to deliver services the Building and inclusive tenants.

1.2 Relocation. The type, size and location of the Data Line located in the Conduit shall be in accordance with the terms of this Agreement and the Plans submitted by Licensee and approved by Licensor. Further, Licensor may in its sole and reasonable discretion, require Licensee to relocate the Data Line from the designated Conduit to other conduit, provided that (a) such relocation does not materially and adversely affect the Licensee’s business operations, (b) the cost of such relocation is borne by Licensor, and (c) Licensor provides Licensee with not less than one hundred twenty (120) days’ prior written notice of such relocation. Licensor shall allow Licensee to perform a standard cut-over procedure, if required by said relocation, which will insure that the relocated equipment is operational for service prior to discontinuing service from the old service location.

1.3 Relationship. Licensor and Licensee acknowledge and agree that the relationship between them is solely that of licensor/licensee, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents, or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other. Licensee hereby accepts and assumes full and exclusive liability for, and shall hold Licensor harmless from, the payment of all taxes, monies and other expenses arising from the conduct of Licensee's business in the Building, including without limitation, contributions required under state and federal law providing for state and federal payroll taxes in connection with this Agreement. Notwithstanding the foregoing, Licensee shall not be required to pay any of Licensor's income taxes, taxes on gross receipts or similar taxes.

1.4 No Representation or Warranty. Licensor makes no warranty or representation that the Conduit is suitable for Licensee's use, it being assumed Licensee has satisfied itself thereof. Licensee accepts the right to use the applicable portions of the Conduit and all aspects of thereof in their "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to both latent and patent defects, and the existence of Hazardous Materials, if any. Licensee hereby waives all warranties, express or implied, regarding the title, condition and use of the Conduit, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the right to use the Conduit is granted to Licensee subject to: (i) any state of facts which an accurate ALTA/ASCM survey (with Table A items) and physical inspection of the Conduit and the Building might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity related in any way to the Building and/or the land upon which the Building has been constructed. Licensor is under no obligation to perform any work or provide any materials to prepare the Building or the Conduit for Licensee. Licensee shall be responsible to make any and all improvements required to use the Conduit for Licensee's Data Line, provided that any improvements or alterations are subject to Licensor's prior written consent, which may be granted or withheld in Licensor's sole and absolute discretion. Licensee shall obtain any and all other consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others as may be necessary related to its use of the Conduit. Licensee and all of Licensee's agents, employees, and representatives will enter upon, and use, the Building and the Conduit at their sole risk and hazard. Licensee hereby releases Licensor from any claims relating to the condition of the Building and the Conduit and the entry within the Building by Licensee and Licensee's agents, employees, and/or representatives. Without limiting the generality of the foregoing, Licensor shall not be responsible for, and shall not have any liability for, (a) the temperature (whether hot or cold) within the Building or the Conduit, (b) the presence or absence of humidity within the Building or the Conduit, (c) any leaking or broken pipes or utility lines within the Building or the Conduit, and/or (d) any other condition, event, happening, or act related to or occurring within, on, under or near the Building or the Conduit that may cause damage or loss to any of Licensee's Data Line. Licensee hereby waives any and all claims against Licensor related to the foregoing and agrees to cause its insurers to waive all rights of subrogation against Licensor related to the foregoing and to any damage to the Data Line and any other equipment or article or personal property owned by Licensee within the Building. In addition, Licensee hereby acknowledges and agrees that other third parties shall have access to and use of the Building and the Conduit (the "**Additional Licensor Property Users**"), which use by such Additional Licensor Property Users shall include (without limitation) the right to install and/or place other data lines within the Conduit and the Building (the "**Other Users' Personal Property**"). In connection therewith, Licensee hereby agrees (a) to work cooperatively and in good faith with any and all Additional Licensor Property Users, and (b) to not harm, destroy, damage, impair, injure, tamper with, move, relocate, remove, or use any Other Users' Personal Property.

1.5 Non-Exclusive License. Nothing contained herein shall be construed as granting to Licensee any easement or ownership rights in the Building. The license granted herein is not exclusive. Licensor hereby reserves the right to grant, renew or extend similar licenses to others. Nothing herein shall prevent or prohibit other communication service providers from using the Conduit on a non-exclusive basis with Licensee. The License granted herein is revocable only in accordance with the express terms of this Agreement.

2. Fees.

2.1 License Fee. Licensee shall not be obligated to pay a fee for the right to install and place a Data Line within the Conduit.

2.2 Installation Costs. Licensee shall pay any and all expenses of installing and maintaining the Data Line within the Conduit.

2.3 Interest/Late Fees. If any party shall fail to pay, when the same is due and payable, any installment of the License Fee or any amounts or charges payable herein, such unpaid amounts shall bear interest from the date due to the date of payment at the greater of: (a) the rate of eighteen percent (18%) per annum, or (b) the rate equal to the prime lending rate as published in the Wall Street Journal plus four hundred (400) basis points; provided that the interest rate cannot exceed the maximum rate permitted by applicable law. In addition to such interest, if a party fails to pay any installment of the License Fee or other amount within ten (10) days after the date such amount is due, such party shall pay a late charge to the payee equal to ten percent (10%) of the amount due. The parties agree that this late charge represents a reasonable estimate of costs and expenses incurred by the payee as the result of late payment of the amount owing and is fair compensation to payee for its loss suffered by such nonpayment by the tenth (10th) day after such amount is due.

3. Term. The term of this Agreement shall commence as of _____ (the “**Commencement Date**”) and shall continue for 50 years (the “**Term**”) or unless terminated earlier pursuant to the terms of this Agreement.

4. Use. Subject to Section 1.2 above, Licensee shall use the Conduit solely for the purpose of providing, installing, replacing, maintaining, augmenting, inspecting, removing, and operating the Data Line using the licensed frequency(ies) or channel(s) that Licensee has been authorized, registered or certified to provide by the Federal Communications Commission (“**FCC**”) and any applicable Utah Public Service Commission (“**PSC**”) (and any local or state franchising or public utility governing bodies as applicable), which purpose shall not include the carrying, transmission, broadcasting, or relaying of any side-frequency or side-band or any frequency or content embedding, and for no other purpose whatsoever.

5. Electric Utilities. Licensee further agrees that the Licensor has no obligation or responsibility to provide any electricity to Licensee. Licensee hereby releases, waives, and discharges Licensor from any rights, claims or actions Licensee may have against Licensor and any entity controlling, controlled by or under common control with Licensor (“**Licensor’s Affiliates**”) or the directors, officers, shareholders, partners, joint venturers, members, employees, agents, servants, consultants, contractors, guests, or invitees of Licensor and Licensor’s Affiliates (collectively, “**Licensor’s Related Parties**”) arising out of any damage, harm, loss, or injury (including any physical damage to the business of Licensee) arising out of any electrical or other utility failure, interruption, disruption, or surge to the Building.

6. Construction/Installation.

6.1 Plans. Unless waived by Licensor, prior to the commencement of any work or installation of the Data Line, Licensee shall, at its sole cost and expense, prepare and deliver to Licensor working drawings, plans and specifications (the “**Plans**”) for such work or installation, as contained in Exhibit B specifying the type, size and location of Licensee’s Data Line, the Conduit to be used by Licensee, all specifically describing the proposed construction and work (the “**Work**”). Licensee shall obtain Licensor’s written approval of the Plans prior to commencing any Work, which approval Licensor agrees not to unreasonably withhold or delay. Approval or disapproval and required changes shall be delivered to Licensee within ten (10) business days after the receipt of the Plans from Licensee. The approval of the Plans shall not relieve Licensee of Licensee’s obligation to assure that Licensee’s Data Line will not cause Interference (hereinafter defined) and shall not be inferred to mean that Licensee’s Plans comply with applicable laws, rules or regulations of any applicable governmental authority.

6.2 Contracting of Work. Licensee may contract or subcontract any portion of the work to install the Data Line contemplated by this Agreement to any person or entity competent to perform such work. In no event shall such contract or subcontract relieve Licensee of any of its obligations under this Agreement. Any contractor or subcontractor shall comply with the requirements contained in this Agreement regarding the installation of Licensee’s Equipment and any construction rules and regulations pertaining to the Building.

6.3 Compliance with Plans. Licensee warrants and agrees that the installation of Licensee’s Data Line shall be in reasonable compliance with the approved Plans.

6.4 Performance of Work. Licensee agrees that installation and construction shall (a) be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, consistent with such reasonable requirements as shall be imposed by Licensor; (b) be performed in a safe manner consistent with generally accepted construction standards; and (c) be performed in such a way as to reasonably minimize interference with the operation of the Building. Licensee shall, at its sole cost and expense, repair or refinish any portion of the Building that is damaged by or during the installation of the Data Line and caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor of all reasonable costs incurred in such repair or refinishing.

6.5 Identification. Licensee shall label each cable placed within the Building and the Conduit and associated communications spaces at the following locations: (a) in each telephone/equipment closet through which said cables pass, (b) at each junction point within the Conduit within the Building which said cables pass, and (c) at the point of origination, with identification information specifying Company Name and Contact Information

6.6 Permits. Prior to the commencement of any construction and Work, Licensee shall obtain any and all necessary federal, state and municipal permits, licenses and approvals, and, upon request by Licensor, shall deliver copies of which to Licensor. Licensee’s Equipment shall comply with all applicable safety standards, as modified from time to time, of any governing body with jurisdiction over Licensee’s operations.

6.7 No Physical Interference. Licensee shall not during construction or otherwise, in Licensor’s sole and reasonable judgment, block access to or in any way obstruct, interfere with or hinder the

use of the drive aisles, parking areas, common areas, loading docks, sidewalks, or any entrance ways that service the Building, or any risers or raceways within the Building. If such conditions shall occur, Licensee shall take corrective action as promptly as feasible, but in no event more than twenty four (24) hours following notice by Licensor of such conditions.

7. Licensee's Covenants.

7.1 Authority. Licensee represents and warrants to Licensor that Licensee has and will at all relevant times maintain in effect the authority to perform its anticipated activities under this Agreement within the Building under the conditions described herein and that it has full authority without further consent from any other party to negotiate and execute this Agreement with Licensor.

7.2 Maintenance. Licensee, through its designated and approved agents, employees, and contractors, shall be solely responsible for the maintenance and care of the Data Line and shall maintain the same in a clean, sanitary and safe condition and in good repair and free of any defects and in proper operating condition within the authorized frequency(ies) at all times during this Agreement.

7.3 Damage. Licensee shall exercise due care to avoid any action that may cause damage to any part of the Building or to the owners, tenants or occupants within the Building. Licensee shall, at its sole cost and expense, promptly repair any damage to the Building, including, but not limited to, the Conduit or to any other property managed by Licensor or owned by any owner, tenant, occupant, or licensee in the Building where such damage is caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees (collectively, "**Licensee Parties**"). If Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor for all reasonable costs and expenses incurred in such repair or refinishing within thirty (30) days after written demand by Licensor.

7.4 Interference. Licensee's Data Line and Licensee's Equipment shall not cause any electromagnetic, co-channel, adjacent-channel, intersymbol, common-mode, conducted, radio frequency, audio frequency interference or other interference ("**Interference**") with (a) systems servicing the Building, including, but not limited to, elevators, escalators, fire/life safety systems, security systems, and access card readers, (b) the equipment and systems servicing any space of any tenants or occupants in the Building, or (c) any communications systems, equipment, lines or cables installed in or on the Building prior to the Effective Date.

7.5 Coordination. This Agreement contemplates the installation and use by multiple licensees or users of data and communications systems, lines, and cables in the Conduit or within the Building. Licensee shall coordinate its activities with those other such persons or licensees for the purpose of reducing the cost of all such parties and to avoid Interference with each such party's realization of the benefits of this and similar agreements. To the extent that Licensor deems reasonably necessary, Licensor shall coordinate any such cooperative efforts. Licensor does not undertake to assure any licensee or tenant that the communications, computing or electronic facilities of any such licensee or tenant will be free of Interference.

7.6 Compliance with Specifications. Licensee agrees to comply with all applicable rules and regulations and technical specifications of the FCC, PSC, and other applicable city, county, state, and federal codes and regulations pertaining to the installation and operation of the Data Line, and to the Licensee's provision of services.

7.7 Risk of Loss. Notwithstanding anything to the contrary herein, Licensee agrees that the Data Line and any other property of every description of Licensee in the Building shall be at all times subject to the sole risk and hazard of Licensee, and without limiting the generality of the foregoing, Licensee agrees that Licensor, Licensor's Affiliates, and Licensor's Related Parties shall not be responsible for any loss, damage, harm, or destruction to Licensee's property from any cause whatsoever, including, but not limited to, pilferage, robbery, theft, burglary or disappearance or from fire or any other casualty or from the elements or from leaks or defects in or the breakdown of any plumbing, wiring, heating or air conditioning facilities or other systems or machinery.

7.8 Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, Licensee shall not interfere with the right of an individual occupant to install or use its/his/her own private reception device.

7.9 Confidentiality. Licensee agrees to keep the terms and conditions of this Agreement, including, but not limited to, the financial terms of this Agreement, in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for Licensee to reasonably conduct its business; provided that such parties shall maintain the confidentiality of the terms and conditions of this Agreement. Notwithstanding the above, Licensee may disclose the terms and conditions of this Agreement to the extent required by legal process.

8. Access

8.1 Access by Licensee. Licensor agrees that Licensee's authorized representatives shall have access to the Conduit at all times during the Term of this Agreement. It is agreed, however, that only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of Licensee, other authorized regulatory inspectors, or persons under the direct supervision and control of Licensee will be permitted to enter the Conduit or the Building to access the Conduit, and only upon conditions set forth herein and in the Conduit Infrastructure Use Policy. Licensee shall comply, and shall cause its contractors to comply, with any and all requirements that are adopted by Licensor from time to time related to access to the Building and the demarcation point. Such requirements may include back-ground checks of all personnel, including employees of Licensee and of Licensee's contractors, that desire to obtain access to the Building and the demarcation point. To the extent necessary to access the Conduit as provided herein, Licensor agrees that Licensee shall have access to portions of the Building necessary for such access. Before entering the Building to access the Conduit and the Data, Licensee personnel shall first notify the Licensor's infrastructure group. Licensor shall rely on the representation of any person (including implied representation through apparel) representing himself or herself to be a representative or contractor of Licensee (provided that Licensor has received notice of such access at such time in accordance with the foregoing sentence). Licensee hereby indemnifies Licensor and releases and waives any and all Claims and damages against Licensor, Licensor's Affiliates, and Licensor's Parties resulting from the granting of access to any such person to the Conduit and the Data Line and related to any damage, loss or harm to the Data Line, Conduit, and the Building that may result therefrom. Notwithstanding the above, Licensor reserves the right to deny access to any person that desires to enter the Building to access the Conduit and the Data Line without first verifying the authority of such person with Licensee. Any person entering the Building to access the Data Line or the demarcation point shall comply with all security protocol and procedures. Licensor reserves the right to have personnel accompany any person that desires access to the demarcation point. Except in the event of an emergency, Licensee agrees to provide advanced notice to Licensor of its intent to access the Conduit and Building. Notwithstanding anything else herein to the contrary, in the event of an emergency, Licensee shall give to Licensor as much advance notice as reasonably possible of its intent to access the Conduit and

Building.

8.2 Access by Licensor. Licensor and its representatives shall have the right to access the Conduit without notice and at any time and for any purpose, including specifically any of the following purposes which are mentioned for descriptive purposes but not as a limitation upon the right of Licensor: (i) to maintain the Building; (ii) to make inspection, repairs, alterations, improvements or additions, in or to the Building; (iii) to perform any acts related to the safety protection, preservation, or improvement of the Building; and (iv) for such other purposes as Licensor deems necessary. Licensor shall use reasonable care to minimize Interference with Licensee's Data Line. No such activities shall materially adversely affect the continued operation of Licensee's Data Line. This Section 8.2 shall not be read to give Licensor the right to repair or otherwise modify Licensee's Data Line.

8.3 Elevator Service. Licensor shall not be obligated to provide elevator service during emergency situations and under emergency conditions, which emergency situations and conditions shall be reasonably determined by Licensor. Whether in an emergency or not Licensee shall not enter locked or closed spaces of the Building without having permission in writing to do so and without a key or by force or by dismantling doors or walls. In addition, Licensee is not granted access through the space or premises leased or occupied by any tenant or occupant of the Building.

9. Insurance.

9.1 Liability Insurance. Licensee shall maintain a policy of commercial general liability insurance coverage on an occurrence basis insuring against Claims, demands or actions for bodily injuries resulting from Licensee's use and operations within the Building, including, but not limited to, the use or operation of the Facilities and/or the acts or omissions of Licensee and its agents, employees, contractors, and servants on or about the Building with limits of not less than Two Million Dollars (\$2,000,000) any one occurrence, in an aggregate amount of Five Million Dollars (\$5,000,000), and for damage to property in an amount of not less than One Million Dollars (\$1,000,000). Licensor and any other person or party designated by Licensor shall be endorsed as an additional insured under Licensee's commercial liability insurance policy.

9.2 Property Insurance. If requested by Licensor, Licensee shall maintain in force, at its expense, throughout the Term of this Agreement, a commercial property insurance policy (causes of loss – special form (All Risk)) insuring the Data Line and Licensee's Equipment and any other property of Licensee in the Building from fire and other causes of loss deemed advisable by Licensee in sufficient amounts to cover any loss thereof. Licensee waives any and all rights to recover against any owner, tenant or occupant within the Building, Licensor, Licensor's Affiliates or Licensor's Related Parties for any loss or damage to Licensee, the Data Line and/or Licensee's Equipment arising from any cause or peril customarily insured under the commercial property insurance policy required to be maintained herein regardless of the cause or origin, and Licensee hereby releases any owner, tenant or occupant within the Building and UPAC, Licensor, Licensor's Affiliates and Licensor's Related Parties from all Claims (defined later) arising with respect to such loss. Licensee agrees that its insurance carrier shall have no right of subrogation against any owner, tenant or occupant of a space/unit within the Building, Licensor, Licensor's Affiliates and Licensor's Related Parties on account of any such loss, and Licensee shall procure from its insurance carrier under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against Licensor, Licensor's Affiliates and Licensor's Related Parties which the insurers might otherwise have under such policies. Licensee may elect to self-insure against the risk to the Data Line and Licensee's Equipment.

9.3 Workers' Compensation Insurance. Licensee shall maintain in effect until the expiration of the Agreement workers' compensation insurance for all of its employees who work at or visit

the Building and employers liability insurance with minimum limits of One Million Dollars (\$1,000,000) each accident/disease per employee/policy limit.

9.4 **General Insurance Requirements.** All policies of insurance which Licensee must provide in Sections 9.1, 9.2 and 9.3 above shall: (a) be written by a reputable and solvent insurance company authorized to do business in the state where the Building is located and shall have a rating classification of “A” or better and financial size category ratings of “VII” or better according to the latest edition of the A.M. Best Key Rating Guide, (b) state that such insurance maintained by the Licensee is primary over any insurance maintained by Licensor, and (c) state that such insurance shall not be invalidated by any act or omission of any party indemnified by Licensee. Licensee shall provide a proof of insurance to Licensor at the Building’s office prior to commencement of any construction and shall notify Licensor in writing that a policy is due to expire at least thirty (30) days prior to such expiration. Proof of insurance shall be satisfied upon delivering a copy of the policy or a certificate of insurance and an endorsement evidencing Licensor’s status as an additional insured in forms reasonably acceptable to Licensor.

10. **Indemnification.** Licensee shall exercise due care to avoid any action that may cause damage to any part of the Building or to any tenants or occupants thereof. Licensee shall indemnify, exonerate, defend (with counsel reasonably acceptable to Licensor) and hold harmless Licensor, Licensor’s Affiliates, and Licensor’s Related Parties from and against any and all manners of rights, duties, responsibilities, obligations, actions, causes of action, suits, debts, sums of money, accounts, fines, liabilities, expenses (including, without limitation, reasonable attorneys’ fees, investigative and discovery costs, witness fees and other legal related costs), reckonings, bonds, bills, specialties, covenants, contrivances, agreements, promises, variances, trespasses, damages, judgments, executions, demands, counterclaims, cross claims, or claims whatsoever whether known or unknown (collectively, “**Claims**”) arising from (a) the actions or omissions of the Licensee and the “Licensee’s Parties” (as defined below); (b) the construction, installation, operation, maintenance, repair, and removal of the Data Line and Licensee’s Equipment; (c) the services provided by Licensee; or (d) Licensee’s failure to timely abide by and perform its obligations under this Agreement; except to the extent that any Claims are caused by the gross negligence or willful misconduct of Licensor or Licensor’s Affiliates. Licensee agrees to defend Licensor in any action brought against it for any Claims for which Licensee indemnifies Licensor above. Licensor agrees to promptly give Licensee notice of any such Claims or legal proceedings. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. **Liens.** Licensee shall not allow any person claiming under it to impose a lien upon the Building, the land underlying the Building or any portion thereof. Licensee shall pay or otherwise satisfy the Claims of any provider of work, labor, material or services claiming a lien for such purposes by, through or under Licensee. Licensee shall also indemnify, hold harmless and defend Licensor, Licensor’s Affiliates, and Licensor’s Related Parties from and against any such Claims or liens, including without limitation the costs, reasonable attorneys’ and consultant fees, and other expenses incurred by Licensor in defending against such Claims or liens. Such Liens shall be discharged by Licensee within thirty (30) days after written notice by Licensor of filing thereof by bonding, payment or otherwise, provided that Licensee may contest any such liens, in good faith and by appropriate proceedings, provided that during any such contest Licensee shall provide Licensor adequate assurance, in the form of a surety bond or other collateral acceptable to Licensor, that the lien shall be paid prior to any enforcement of the lien against any interest in the Building or in Licensee’s estate in the Building. The provisions of this Section 11 shall survive termination of this Agreement.

12. **Assignment and Subletting by Licensee.** Licensee shall not assign its interest in this Agreement, the license granted herein, or sublicense any rights herein (including, without limitation granting

any co-carrier or co-location rights) without obtaining the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. If Licensor grants consent, Licensor may require that the sublicensee pay a fee to Licensor. Notwithstanding the above, Licensee shall have the right, without obtaining Licensor's consent, but upon written notification to Licensor, to assign this License to (i) any parent or subsidiary corporation or to any corporation or partnership which is controlled by, under the control of, or under common control with Licensee, or (ii) any entity which succeeds to all or substantially all of Licensee's assets or ownership interests in the communications system operated by Licensee that serves the municipality in which the Building is located, whether by merger, sale or otherwise, provided that such successor also succeeds to Licensee's franchise agreement for the municipality in which the Building is located. In the event Licensor's consent is not required for any assignment, Licensee shall provide written notice to Licensor of such assignment, which shall include a copy of the assignment (unless the assignment is the result of a merger), the contact information for the assignee, and a certificate of insurance from the assignee. No assignment shall release Licensee from any liability or obligation under this Agreement.

13. Hazardous Materials.

13.1 Compliance with Environmental Laws. Licensee shall comply with all federal, state and local laws, ordinances and regulations relating to Hazardous Materials with respect to the Building and its business operations. "**Hazardous Material**" means any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity", or words of similar import under the Resource Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Water Pollution Control Act, as amended; the Clean Air Act, as amended; the Hazardous Materials Transportation Act, as amended; the Hazardous Waste Control and Hazardous Substance Account Act, as amended; the California Porter-Cologne Water Quality Control Act, as amended; the Safe Drinking Water and Toxic Enforcement Act of 1986, as amended; or any similar federal, state or local law, ordinance and regulation, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous.

13.2 Hazardous Material. Licensee shall not bring or install any Hazardous Material into the Building (including within any conduit) without the consent of Licensor, which consent may be granted or withheld in Licensor's sole and absolute discretion. In the event Licensee, or any agent, servant, contractor or any party acting on behalf of Licensee, brings or installs any Hazardous Material into the Building, then Licensee shall cause such Hazardous Material to be removed from the Building within forty-eight (48) hours after Licensor's demand, and shall indemnify and hold Licensor, Licensor's Affiliates and Licensor's Related Parties harmless from any Claims resulting or arising from such Hazardous Material and/or from Licensor's removal thereof. In the event that Licensee shall discover, uncover, disturb, or otherwise reveal any existing Hazardous Materials within the Building, Licensee shall immediately stop any work in progress and report such findings to Licensor within twenty-four (24) hours. Licensee shall not conduct any further work in the reported area without Licensor's written approval.

13.3 Discovery of Hazardous Material. In the event Licensor notifies Licensee of the presence of any Hazardous Material or in the event Licensee discovers any Hazardous Material and ceases its work as described above, Licensee may either (a) reroute, at its sole cost and expense, its planned access route to avoid such Hazardous Material areas, or (b) demand that Licensor remediate and/or perform corrective action in regard to such Hazardous Materials. In the event, Licensee demands that Licensor remediate and/or perform corrective action in regard to such Hazardous Material, Licensor shall have the option to either perform such remediation or corrective action or terminate this Agreement within thirty (30) days by

providing written notice to Licensee.

13.4 Responsibility for Hazardous Materials. It is understood and agreed that Licensee shall have no responsibility for managing, monitoring, or abating, any Hazardous Materials, including asbestos, preexisting within the Building and undisturbed by Licensee, or brought into the Building, or on, in or under the land upon which the Building is located, by any other tenant or by Licensor.

13.5 Survival. The terms and conditions of this Section 13 shall survive the expiration or earlier termination of this Agreement and the license granted to Licensee.

14. Events of Default.

14.1 Events of Default by Licensee. Each of the following events shall be deemed to be an event of default by Licensee under this Agreement (“**Licensee Event of Default**”):

(a) If Licensee shall default in the payment of any amount due Licensor hereunder and such default shall continue for a period of fifteen (15) days after receipt of written notification by Licensor to Licensee of such default;

(b) Except where different cure periods are expressly provided in this Agreement to the contrary, if Licensee shall default in the observance or performance of any of Licensee’s non-monetary obligations under this Agreement and such default shall continue for more than thirty (30) days after written notification specifying the nature of such default (unless such default cannot reasonably be cured within such thirty (30) day period, in which case such cure period shall be extended for the minimum period of time reasonably required to effect such cure provided that Licensee shall promptly commence and prosecute such cure to completion with all reasonable diligence);

(c) If there shall be Interference caused by Licensee or Licensee’s Equipment with (a) Building’s electrical, fire and life safety, elevator, HVAC, mechanical, parking, data, and/or communications systems, (b) the computer and other equipment of any retail, office, or residential tenants (including condominium owners) occupying space within the Building; (c) any existing data and communications or computer equipment of Licensor, tenants, or any other occupants of the Building, or (d) any other data and communications or computer devices operated by communications providers provided in the Building as of the date of this Agreement and/or a violation by Licensee of its obligations set forth in Section 7 of this Agreement;

(d) If Licensee shall fail to remove any Hazardous Materials installed in the Building or on behalf of Licensee within forty-eight (48) hours of written notice of such condition by Licensor to Licensee;

(e) The revocation of Licensee’s permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to franchise or regulate Licensee’s provisioning of telecommunications services;

(f) The assignment of this Agreement by Licensee or the use of the Conduit or the Data Line by any third party under Licensee not in accordance with Section 12 herein;

(g) The filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by

or against the Licensee for the appointment of a trustee, receiver or liquidator of Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of Licensee;

(h) Any default by Licensee under any other agreement, lease or license with Licensor that remains uncured after the applicable cure period;

(i) Licensee makes or has made or furnishes or has furnished any warranty, representation or statement to Licensor in connection with this Agreement, or any other agreement or lease to which Licensee or Licensor are parties, which is or was false or misleading in any material respect when made or furnished; and

(j) Licensee fails to cause a release, within thirty (30) days after receipt by Licensee of a notice informing Licensee of the filing of any lien arising out of any work performed, materials furnished, or obligations incurred by or for Licensee which has been filed against the Building or any property or interest owned by Licensor.

14.2 Event of Default by Licensor. An event of default under this Agreement by Licensor ("**Licensor Event of Default**") shall occur where Licensor defaults in the observance or performance of any of Licensor's obligations under this Agreement and such default shall continue for more than thirty (30) days after written notification of such default by Licensee to Licensor (except where different cure periods are expressly provided in this Agreement to the contrary), unless such default cannot reasonably be cured within such thirty (30) day period, in which case the cure period shall be extended for the minimum period of time reasonably required to effect such cure provided that Licensor shall promptly commence and prosecute such cure to completion with all reasonable diligence. Provided, however, that (i) as to Section 7.5, a Licensor Event of Default shall occur after the cure period specifically provided therein, and (ii) as to Section 8, a Licensor Event of Default shall occur if Licensor fails to provide access in accordance with that section and such failure persists for at least seventy-two (72) hours after the initial denial of access and Licensor's receipt of a written notice from Licensee.

15. Termination/Remedies. Upon or after the occurrence of an Event of Default (including the passage of any applicable cure periods as set forth in Section 14 above), the non-defaulting party may: (a) terminate this Agreement; provided that the defaulting party fails to cure the Event of Default within thirty (30) days; or (b) pursue any other right or remedy available at law or in equity.

16. Surrender. At the expiration or earlier termination of this Agreement (the "**Termination Date**"), Licensee shall, at Licensee's sole cost and expense, without liens, remove the Data Line and all of Licensee's personal property, from the Building (collectively, "**Licensee's Equipment**"). The Data Line and any of Licensee's Property not so removed within sixty (60) days after the Termination Date may at Licensor's sole option (i) be removed by Licensor; or (ii) be deemed abandoned by Licensee and become the property of Licensor without compensation or liability to Licensee. In the event Licensor removes Licensee's Data Line and Licensee's Equipment, Licensee shall reimburse Licensor for Licensor's reasonable costs associated with the removal of the Data Line and the property. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or arise by reason of the removal of Licensee's Data Line or Licensee's Equipment, which claims or obligations shall survive such termination. Further, Licensee agrees, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of Licensee's Data Line and Licensee's Equipment. If Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor for the costs incurred in such repair or

refinishing. The terms and conditions of this Paragraph 16 shall survive the expiration or earlier termination of this Agreement or the license granted to Licensee.

17. Notices. The parties agree when this Agreement requires or authorizes a party to give notice to another party that the notice will be effective when in writing and delivered to the address set forth below. A party shall send a notice by overnight delivery via a nationally recognized overnight carrier, or by certified mail return receipt requested, postage prepaid. A party may establish a new address for purposes of notice to itself by giving notice of the new address in accordance with this section. Notice given by overnight carrier will be effective upon receipt. Notice given by mail will be effective the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. Until notified of a different address, by the procedure provided herein, all notices shall be addressed to the parties as follows:

Licensor:

Licensee:

with a copy, which copy shall not constitute notice, to:

Shatz, Schwartz and Fentin, P.C.
1441 Main Street, Suite 1100
Springfield, MA 01103-1450
ATTN: Steven Schwartz

18. No Implied Waiver. The failure by either party to exercise any of its rights or remedies under this Agreement shall not be deemed to be a waiver of any such rights or remedies. The parties hereby waive any affirmative defense, such as laches, estoppel or amendment as to such failure to act. The waiver by Licensor or Licensee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

19. Subordination. Licensee accepts this Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the land or the Building and to any renewals, modifications, consolidation, refinancing, and extensions thereof, but Licensee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Agreement on such terms and subject to such conditions as such mortgagee may deem reasonable and appropriate in its discretion. This provision is hereby declared to be self-operative and no further instrument shall be required to effect such subordination of this Agreement. Notwithstanding the above, within fifteen

(15) days after written request from Licensor, Licensee shall execute and deliver to Licensor such documents as may be reasonably necessary or appropriate to confirm and establish the subordination of Licensee's rights herein provided.

20. Attorneys' Fees. In the event of any legal proceedings in relation to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, discovery and investigative costs, witness, expert and consultant fees, disbursements, and other reasonable costs.

21. Casualty Damage; Condemnation. In the event of any fire, casualty, physical calamity or physical damage to the Building or in the event of any condemnation (or purchase in lieu of condemnation) of the Building or any portion thereof, Licensor shall have the right, with sixty (60) days' written notice to Licensee, to terminate this Agreement. Any and all awards or proceeds payable as a result of any damage, destruction or condemnation shall be payable to Licensor.

22. Control of Building. Licensor shall have the right to renovate, remodel, alter, modify, change, improve, demolish, and/or remove the Building and any improvements located on or within the Building (collectively, the "**Renovations**"). Licensee acknowledges and agrees that Licensee does not have any expectation or vested right to provide services to any tenant or occupant of any space/unit within the Building. In the event of any Renovations, Licensee's rights related to any portion of the Building affected by such Renovations shall be suspended or, in the event of the demolition of any portion of the Building, terminated.

23. Consents and Approvals. Wherever the consent, approval, judgment or determination of Licensor is required or permitted under this Agreement and no express standard is specified (e.g., "reasonableness"), Licensor shall exercise Licensor's business judgment in good faith in granting or withholding such consent or approval or in making such judgment or determination. If it is determined that Licensor failed to give its consent where it was required to do so under this Agreement, Licensee shall be entitled to injunctive or declaratory relief but shall not be entitled to monetary damages or to terminate this Agreement for such failure. The review and/or approval by Licensor of any item or matter to be reviewed or approved by Licensor under the terms of this Agreement or any exhibit hereto shall not impose upon Licensor any liability for the accuracy or sufficiency of any such item or matter or the quality or suitability of such item for its intended use. Any such review or approval is for the sole purpose of protecting Licensor's interest in the Building, and Licensee or any other party claiming by, through or under Licensee, shall not have any rights as a consequence thereof.

24. Equipment to Remain Personalty. Except as otherwise provided herein (including Section 16), Licensee's Data Line shall remain personalty ("**Personalty**") of the Licensee notwithstanding the fact that it may be affixed or attached to the Building, and shall, during the term of this Agreement, or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Licensee.

25. Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible thereto.

26. Governing Law. The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the state in which the Building is located, without reference to principles of conflict of laws. The venue and jurisdiction for any legal proceedings shall exclusively reside in the county

where the Building is located.

27. Survival of Provisions. Any obligation of the parties relating to monies owed, as well as provisions relating to indemnification, removal of the Data Line, and limitations on liability and actions, shall survive termination or expiration of this Agreement and/or the license granted to Licensee.

28. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Licensor or Licensee, Licensor or Licensee shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials (not caused by the party seeking the benefit of this section), war, governmental laws, regulations or restrictions, the failure of equipment or facilities not belonging to Licensee (including, but not limited to, utility facilities or service), denial of access to facilities or rights-of-way essential to serving the Building, or any other cause whatsoever beyond the control of Licensor or Licensee. The provisions of this section shall not apply to the payment of fees or the payments of other monies to be paid by Licensee under this Agreement.

29. Recording. Licensee agrees not to record this Agreement or any memorandum thereof unless required to do so by law (in which event Licensee agrees to execute, upon termination of this Agreement, a recordable instrument evidencing such termination in form reasonably satisfactory to Licensor).

30. License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any other interest or estate of any kind or extent whatsoever in the Building or Conduit by virtue of this Agreement or Licensee's use of the Building or Conduit pursuant hereto. In connection with the foregoing, Licensee further acknowledges that in no event shall the relationship between Licensor and Licensee be deemed to constitute a partnership, employment agreement, joint venture, or be a so-called landlord-tenant relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants under the laws of the state in which the Building is located.

31. Successors in Licensor's Interest/Limitation of Liability.

31.1 The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Licensor and Licensee and, except as otherwise provided in this Agreement to the contrary, their respective heirs, distributees, executors, administrators, successors and assigns.

31.2 The obligations of Licensor under this Agreement shall no longer be binding upon Licensor in the event that Licensor sells, assigns or otherwise transfers its interest in the Building as owner or lessee. In the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest and any such grantee, assignee or transferee shall be deemed to have assumed such obligations. A lease of the entire Building shall be deemed a transfer within the meaning of the foregoing sentence.

31.3 Neither Licensor, nor the shareholders of Licensor, nor any of the corporate, directors or officers of any of the foregoing nor any agent or person acting on the Licensor's or such person's behalf (collectively, the "**Licensor's Parties**") shall be personally liable for the performance of Licensor's obligations under this Agreement. Licensee shall look solely to Licensor to enforce Licensor's obligations hereunder and shall not seek any damages against any of the Licensor's Parties. Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that Licensee shall look solely to the estate and interest, and any rents therefrom of Licensor, its successors and assigns, in the Building, and the real property on which it is situated, for the collection of any judgment recovered against, or

liability of, Licensor by reason of Licensor's breach of this Agreement or otherwise, and no other property or assets of Licensor or any of Licensor's Parties shall be subject to levy, execution, or other enforcement procedures for the satisfaction of Licensee's remedies under or with respect to either this Agreement, the relationship of Licensor and Licensee hereunder, or Licensee's use of space licensed to Licensee hereunder.

31.4 NEITHER PARTY SHALL BE LIABLE TO LICENSEE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

32. Entire Agreement. The terms and conditions contained herein supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement supersedes and replaces any prior agreement granting similar rights to Licensee. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

33. Headings and Interpretation. Where appropriate to the context, the singular number shall include the plural, the plural number shall include the singular, and any gender shall include any other gender. The parties use the word "or" in this Agreement to mean "and/or." Both the parties and their respective counsel have substantially participated in the negotiation, drafting, editing and preparation of this Agreement and therefore the court or arbiter shall construe the language of this Agreement simply according to its fair meaning and not strictly for or against any of the parties. The parties have inserted section headings in this Agreement for convenience or reference only and not to limit, extend or explain the provisions of the Agreement, and a court or arbiter shall interpret the provisions of this Agreement without reliance upon the headings.

34. Brokers. Each of Licensor and Licensee warrants and represents to the other that in the negotiating or making of this Agreement neither such representing party nor anyone acting on its behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Agreement other than as disclosed herein. Each of Licensor and Licensee shall indemnify and hold the other harmless from any Claims asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by the representing party.

35. Authority. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of Licensor or Licensee, as the case may be, that the parties named are all the necessary and proper parties, that no other signature, act or authorization is necessary to bind such entity to the provisions of this Agreement, and that this Agreement is binding upon such party.

36. Cross Default. In the event Licensee defaults in the performance of any term or condition of this Agreement, such default shall be considered an event of default by Licensee under any other lease or license by and between Licensee and Licensor. In the event Licensee defaults in the performance of any term or condition of any other lease, license, or agreement between Licensee and Licensor, such default shall be an event of default under this Agreement. Provided that Licensee receives notice of such default from Licensor as required under the lease, license, or agreement under which such default arises, Licensee hereby expressly waives any requirement under this Agreement, any other lease, license, or agreement that Licensee receive any additional notice of such default. Licensee shall cure any such default pursuant to the terms and conditions of the agreement/lease/license under which such default occurs. In the event Licensee fails to cure

such default within the time period required under such agreement/lease/license, Licensor, without any additional notice, shall have the right to immediately exercise any and all of its remedies available under this Agreement, or the other lease, license, or agreement between Licensee and Licensor.

37. Execution and Delivery of Agreement. The negotiation and the submission by Licensor of this Agreement for review and execution by Licensee shall confer no rights or impose any obligations on either party. This Agreement shall be of no force or effect unless and until both Licensor and Licensee shall have executed this Agreement and duplicate originals thereof shall have been delivered to the respective parties hereto.

38. Counterparts. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

Licensor:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

Fiber Connect, LLC
a Massachusetts Company

By: _____

Name: Adam Chait

Title: CEO

Date: _____