Exclusive Marketing Agreement Terms and Conditions

<u>1. License</u>.
1.1 Customer hereby grants to Company a non-exclusive license for ingress and egress to the Property, including any buildings located thereon, for the purposes of permitting Company and its contractors, subcontractors, agents, and representatives, at Company's sole cost and expense, to design, install, construct, own, operate, maintain, repair, modify, relocate and replace the "**System**" (as hereinafter defined) at the Property to the extent necessary to provide the Services to the Residents of the Property. Company shall have the exclusive right to own, access, control and operate the System.

1.2 The "**System**" shall be defined to include (a) all internal wiring up to and including the network interface device or optical network terminal, which serves as the point of interconnection between Company's network and the In-Unit Wiring (the "**Demarcation Point**") and (b) all external wiring, conduit, hardware, infrastructure, pathways (including without limitation molding and ductwork), and (c) all other equipment and facilities up to and including the Demarcation Point that are reasonably necessary to provide the Services to the Property and any other properties that can be served by the System, that: (i) Company installs, constructs or upgrades on the Property, or (ii) Company provides to Customer for installation at the Propertys. For purposes of this Agreement, any wiring, conduit, hardware, infrastructure, power facilities, pathways and other equipment and facilities existing at the Property prior to the Effective Date shall be defined as "**Existing Facilities**". During the Term of this Agreement, Company will have the right to access, use and operate the Existing Facilities. For clarity, Existing Facilities and "In-Unit Wiring", which is defined in this Agreement as the wiring within each unit from the Demarcation Point up to and including any jack location or installation, are not part of the System.

<u>2. Customer's Obligations</u>.
2.1 Customer will provide Company access to the Property, including any equipment associated with the System, 24 hours a day, 7 days a week, 365 days a year, so that Company may perform installation, operation, maintenance, replacement and repair functions.

2.2 Customer agrees that if the quality, location and availability of the necessary space, support structures, power and environmental conditions ("Suitable Facilities") or In-Unit Wiring are inadequate to provide Services or support the System in any portion of the Property, it may be necessary for Company to install, access remove or utilize any Suitable Facilities or In-Unit Wiring. Customer will be responsible for the costs associated with updating the Suitable Facilities and In-Unit Wiring to the extent necessary to operate the System effectively and provide Services to Residents of the Property.

2.3 Customer agrees to pay the recurring costs associated with the provision of electrical power necessary to operate any of Company's equipment or facilities installed within or attached to the common areas of the Property. However, where electrical power is not yet available at a common area, Company agrees to provide any and all electrical work necessary to connect its facilities and equipment to the existing power supply at no cost to Customer.

2.4 Customer agrees to provide Company with the specific location of the emergency shut-off valves related to electric, gas, and water supply lines to each building located at the Property.

2.5 Customer shall have no authority to bind Company by contract or otherwise or to make representations as to the policies and procedures of Company except as set forth in Company's sales and marketing literature and/or orders approved by Company.

<u>3. Removal of System</u>.
Should Company permanently cease providing the Services to the Property, Company may remove, sell, transfer, or abandon, at its option, any or all of the System installed by Company from Customer's property. Company will repair any damage caused by such removal and restore the conduit, innerduct and landscaping to the condition existing prior to the installation of the System, reasonable wear and tear excepted.

<u>4. Sales and Marketing</u>.
4.1 As consideration for Company's capital expenditures at the Property to install, maintain, and upgrade the System, Customer hereby grants to Company the exclusive right to engage in door-to-door marketing of multi-channel video service, Internet, Voice and other services to Residents. Customer further agrees that it will not enter into any bulk sale arrangement or agreement for the provision of multi-channel video services or wireless Internet access at the Property by

a third party during the Term of this Agreement. A "bulk sale arrangement or agreement" means an agreement whereby Customer agrees to pay a video service provider or a broadband Internet access provider the cost to provide for video or Internet access services to the entire Property, including individual apartment units.

4.2 Customer will also perform the following activities (collectively, "Marketing Activities") in support of this Agreement and consistent with Company's marketing plan as mutually agreed upon from time to time by the parties:

4.2.1 **Pre-Launch Resident Event** Company shall conduct a staffed informational event within seven (7) days prior to the scheduled fiber service activation date ("Turn-Up Date"), designed to introduce services to residents, address inquiries, and promote early interest and pre-signups.

4.2.2 **Post-Launch Onsite Activation Event** Company shall conduct at least one (1) staffed marketing event within fifteen (15) days following the Turn-Up Date and a minimum of once a year onsite activation events , offering residents assistance with service activation, live demonstrations, and promotional offers.

4.2.3 **Flyer Distribution** Company shall supply printed flyers, door hangers, or brochures to be displayed in common areas (e.g., lobbies, mailrooms, elevator bulletin boards) or distributed to individual units with Property's prior approval.

4.2.4 **Digital Message Board Integration** Company shall furnish digital content for display on any available digital signage or community message boards within the Property for a period of 30 days, including promotional slides, graphics, and updates, as technically feasible and approved by Property management.

4.2.5 **Resident Email Communication** Company may submit up to two (2) email communications per quarter to be distributed by the Property to residents. Alternatively, if approved by Property management, Company may send emails directly to residents in accordance with all applicable privacy and communication guidelines.

4.2.6 **Property-Wide Launch Announcement** Company shall coordinate with Property management to distribute a formal launch announcement, which may be included in resident newsletters, welcome materials, or digital communication channels at the Property's discretion.

4.2.7 **Resident Outreach Period** Company shall be permitted to conduct a limited-time, staff-led resident engagement period lasting no more than ten (10) business days following the Turn-Up Date. During this period, Company representatives may visit individual units or doors in a respectful, non-intrusive manner for the purposes of delivering welcome materials, answering questions, and assisting with service enrollment. Outreach will be conducted during reasonable hours and in compliance with any restrictions or protocols provided by Property management.

4.2.8 **Temporary Onsite Signage** Company may install temporary signage, banners, or tabletop displays in designated high-traffic areas (e.g., leasing office, entryways, or lounges) for promotional purposes, not to exceed thirty (30) days post Turn-Up Date.

4.2.9 **Leasing Team Enablement** Company shall provide the leasing office with sales collateral and reference materials to support promotion of Company to incoming residents.

4.2.10 **Resident Referral Incentive Program** Company may offer exclusive referral incentives, such as bill credits or gift cards, to residents who refer other tenants to Company services.

4.2.11 **Welcome Gift or Promotional Item Inclusion** Company may contribute branded welcome gifts, vouchers, or service incentives to new resident welcome packets or move-in kits, subject to Customer approval.

4.2.12 **Exclusive Offers for Property Residents** Company agrees to extend promotional pricing, added-value services, or incentives unique to residents of the Property during the term of this Agreement.

4.3 Customer agrees that it will not perform the same or similar Marketing Activities on behalf of any provider of services which are the same as or comparable to those provided by Company.

5. Revenue Sharing. In exchange for performing the Marketing Activities described in this Agreement, Company will pay Customer a share of the revenues related to services as stated in **Contract Exceptions.**

5.1 During the Term of this Agreement, and subject to the availability of fiber connected to a Demarcation Point on the Property, Customer will be compensated in accordance with the compensation schedule ("Compensation Schedule") set forth in **Contract Exceptions** above, attached hereto and incorporated herein. The parties agree that any changes to the Compensation Schedule will be mutually agreed upon and set forth in writing as an amendment to this Agreement.

5.2 Customer's compensation which is set forth more fully in the Compensation Schedule shall be based on the list of residential units and a percentage of the revenue per unit received by Company. Furthermore, the parties agree that Customer is solely responsible for the information contained in the list of units.

5.3 Company shall render a quarterly statement of account ("Statement of Account") in accordance with the Compensation Schedule in **Contract Exceptions**. Unless Customer objects in writing to the Statement of Account within ninety (90) days of its receipt, the Statement of Account will be deemed correct and Company will have no obligation to adjust. Company shall have no obligation for payments to Customer if revenue is not actually received by Company. Non-payment to Company by a Resident, which results in Company non-payment of such revenue to Customer, shall not be a default under this Agreement. Company shall have sole discretion as to whether and on what terms to market and sell its Services, and there shall be no express or implied obligation of Company to do so.

5.4 Notwithstanding anything to the contrary contained herein, Company shall commence revenue share payments to Customer in accordance with the Compensation Schedule beginning on the date that the first Resident is activated on the System installed on the Property. Customer acknowledges that Company shall pay any revenue share payments due to Customer by electronic funds transfer into Customer's designated bank account. Customer agrees to execute an Authorization Agreement for Electric Funds Transfer and W-9 in order to allow Company make such deposits on behalf of Customer.

6. Ownership. Company will own and have the exclusive right to access and operate the System. The System shall be and remain the property of Company, under Company's exclusive control, free and clear of any encumbrances other than those permitted by Company, and shall be deemed to be and remain the personal property of Company and not part of the real estate comprising the Property. Customer shall not permit any part of the System to be interfered with or used by any third party unless Customer is otherwise required by applicable law or by any regulatory agency having jurisdiction over the subject matter. Customer shall not access, operate, move or remove the System. In the event that it is necessary for Customer to move any components of the System in order to maintain the building and improvements situated on the Property, then Customer shall obtain the prior written consent of Company. Company shall not unreasonably withhold or delay its consent to the temporary movement of such components.

7. Term. Commencing on the date first written above, this Agreement has an initial term of five (5) years (the "**Initial Term**"). This Agreement will be renewed for successive one (1) year terms unless Company or Customer provides the other with written notice of its election to terminate this Agreement at least ninety (90) days prior to the expiration of the then current Term. The license granted hereby may not be revoked during the Term or any renewal hereof. The Initial Term and each successive one (1) year renewal term shall collectively be called the "**Term**".

8. Events of Default. Each of the following occurrences constitutes an "**Event of Default**" under this Agreement:

8.1 Material breach by either party of any material provision of the Agreement.

8.2 Company abandons or removes the System from the Property prior to the expiration of the Term (and does not replace or substitute equipment therefor).

9. Remedies. Upon occurrence of an Event of Default, the non-defaulting party must give written notice to the defaulting party setting forth the nature of the Default ("**Notice of Default**"). If the Event of Default remains uncured for thirty (30) days after the non-defaulting party gives written notice to the defaulting party specifying the default, then the non-defaulting party may exercise any and all remedies available at law or in equity. However, if the Event of Default is not reasonably curable within the thirty (30) day period, the defaulting party shall have a reasonable period of time to cure the default if it commences the cure within ten (10) days of receipt of the Notice of Default and diligently completes the cure in not more than sixty (60) days from the notice date.

10. Mutual Indemnification. Each party will indemnify and hold harmless the other party, its shareholders, members, directors, officers and employees against all claims, demands, causes of action, damages, losses, liabilities costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or incurred in connection with any personal injury or property damage caused by the negligence or willful misconduct of the indemnifying party or a failure of the indemnifying party to perform any of the obligations of the indemnifying party under this Agreement. Under no circumstances shall either party be liable to the other for any indirect, special, consequential, punitive, or exemplary damages as a result of any default or breach of this Agreement. The provisions of this Section will survive termination of this Agreement.

11. Insurance. Company and Customer shall each provide the other with certificates evidencing the following insurance coverage and will maintain such insurance coverage during the Term of this Agreement:

11.1 Commercial General Liability insurance, reasonably equivalent to the latest filed and approved ISO CG 00 01 coverage form, with commercially reasonable endorsements, in an amount not less than one million dollars ($1,000,000) combined single limit for bodily injury and property damage per occurrence and two million dollars ($2,000,000) general aggregate. The policies shall include the other party as an additional insured but only for the additional insured's vicarious liability arising out of the negligent acts or omissions of the insured party, its employees, agents or subcontractors.

11.2 Worker's Compensation insurance in accordance with applicable state law where the Property is located.

11.3 Property and Business Interruption insurance, covering all real or personal property owned, leased or in its care, custody and control, for all risk of loss. Loss shall be valued on a replacement cost basis. All property shall be insured for 100% of the replacement cost.

11.4 Employers Liability insurance to the extent permitted under applicable law.

Such insurance shall be written by companies qualified to conduct business in the State where the Property is located either an admitted insurance carrier or a surplus lines insurance carrier and shall maintain an A. M. Best Financial rating or its equivalent of "A" or better. All policies must contain a waiver by each party of any rights of subrogation against the other party and its affiliates. Company and Customer acknowledge that Company and Customer may retain, self-insure or maintain deductibles in an amount of not more than $2,500,000 per occurrence.

12. Mutual Waiver of Subrogation. Neither Company nor Customer shall be liable to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees.

13. Assignment.

13.1 Company may assign or transfer this Agreement without the written consent of Customer.

13.2 Customer may not assign or transfer this Agreement without the consent of Company, not to be unreasonably withheld. In the event that Company consents to any assignment or transfer, Customer shall have the affirmative obligation to assign its rights and obligations under this Agreement to any transferee of its interest in the Property. In the case of such sale or transfer of the Property to a third party, Customer must notify Company of the transfer and assignment of the Property and provide Company with the contact information (name, address, and telephone and facsimile numbers) of the new Customer. Customer shall provide written notice to Company within five (5) days after such sale or transfer evidencing the transfer of the Property and assignment of this Agreement to such party in accordance with the terms set forth herein.

13.3 This Agreement will be binding upon and inure to the benefit of each party's respective successors and assigns, which shall burden the Property and run with the land.

14 Termination. In the event that Customer breaches its obligations under this Agreement and such breach results in a termination of this Agreement within the Initial Term, then, in addition to the other remedies Company may have under this Agreement, Customer shall pay a termination fee to Company for (i) the lost revenue share from Residents for the remainder of the Initial Term calculated by taking the then current Statement of Account based on the Compensation Schedule and multiplying the annual amount of revenue from Residents paid to Company by the number of years remaining in the Initial Term; plus (ii) the construction costs incurred by Company to install the System on the Property which shall be calculated by multiplying the sum of <<$USD Cost to Build>> Dollars representing 1/5th of the construction costs to install the System) by the number of years remaining in the Initial Term (collectively, the "Termination Fee"). Within fifteen (15) days after receipt of such invoice from Company, Customer shall remit payment to Company by electronic funds transfer into Company's designated bank account or as otherwise reasonably directed by Company. The provisions of this Section shall survive the early termination of this Agreement.

15. Use of Company Name. Customer shall submit to Company for prior approval all advertising and other material that include any of the logos or trademarks of Company and/or include any reference to Company or any of its services. Company reserves the right to withhold any such approval. Customer acknowledges that all goodwill associated with Company's name and logo are, and shall remain, the sole property of Company and no rights are conferred upon Customer except as specifically set forth herein.

16. Changes in Law or Regulation. This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current laws and regulations affect this Agreement, either party may request (but shall not be required) on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

17. Confidentiality.

17.1 For the purposes of this Section, the term "**Proprietary Information**" shall mean this Agreement and any negotiations leading up to the same, any customer list, pricing list, product description, marketing plan, or other writing, data, computer program, software, recording or documentation of any kind that is communicated by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether before, on or after the Effective Date of this Agreement. Any Proprietary Information that is furnished, made available, or otherwise disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement or any other agreement or arrangement between the parties relating to this Agreement shall at all times be deemed the property of the Disclosing Party. Notwithstanding, Proprietary Information shall not include any information which the Receiving Party can demonstrate (i) was disclosed by it with the Disclosing Party's prior written consent; (ii) is or becomes generally available to the public other than as a result of its disclosure; (iii) was independently developed by it without any knowledge of or direct or indirect access to such Proprietary Information; (iv) was rightfully obtained by it from a third party under no similar obligation to protect such information or (v) was produced or disclosed pursuant to an obligation under Applicable Law or requirement of any governmental authority.

17.2 The Receiving Party agrees that (i) it shall hold all Proprietary Information in confidence to the same extent as it protects its confidential information; provided that it shall not use less than a reasonable standard of care in maintaining the confidentiality of such information; (ii) it will not divulge or allow its employees to divulge Proprietary information to any third person; (iii) it will disclose Proprietary Information only to those employees, attorneys, consultants or lenders who have a need to know such information in order to fulfill obligations under this Agreement; (iv) it will not copy or reverse engineer any such Proprietary Information; (v) it will not export or re-export (within the meaning of U.S. or other export control laws or regulations) any such Proprietary Information or product thereof, and (vi) it will not use the Proprietary Information to compete with the Disclosing Party or otherwise use such information in an unlawful manner. The Receiving Party further acknowledges and agrees that except as otherwise agreed in writing by the Disclosing Party, Proprietary Information (a) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized herein; and (b) shall, together with any copies thereof, be returned to the Disclosing Party when no longer needed or immediately upon termination or expiration of this Agreement. All reproductions shall bear the same copyright, trademarks, and other proprietary rights notices as are contained in or on the original.

17.3 The Receiving Party acknowledges and agrees that due to the unique nature of the Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief including injunctive relief and whatever additional remedies it might have at law.

18 Authority. Customer and Company represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each party has obtained any approvals or consents in advance of executing this Agreement, and that the persons executing the Agreement on behalf of each party are authorized to execute the same.

19. Severability. If a court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision and the rights and obligations of each party shall be construed and enforced accordingly. The parties shall negotiate in good faith to amend this Agreement, to the extent necessary, to replace any unenforceable language with enforceable language so as to give effect to the parties' intent.

20. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter hereof are superseded and replaced by the provisions of this Agreement.

21. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

22. Notice. Every notice required or permitted hereunder must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the party's address set forth in the first paragraph of this Agreement. Notice is effective upon receipt or refusal as indicated by the return receipt. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

23. Governing Law. This Agreement is governed by and construed under the laws of the State of where the Property is located.