

GRANT OF TELECOMMUNICATIONS LICENSE

THIS GRANT OF TELECOMMUNICATIONS LICENSE (the "License") is conveyed this ____ day of August, 2021, by **TOWN OF GOLDEN BEACH**, a Florida municipal corporation, its successors and assigns (together the "Grantor"), whose address is 1 Golden Beach Drive, Golden Beach, Florida 33160, to **HOTWIRE COMMUNICATIONS, LTD.**, its successors and assigns (together the "Grantee"), whose address is 3 Bala Plaza East, Suite 700, Bala Cynwyd, PA 19004. The Grantor and the Grantee may be referred to collectively as the "Parties".

WHEREAS, the Parties have entered into a Communication Services Installation and Service Agreement dated August 19th 2021 (the "Agreement"), which provides that the Parties enter into this License; and

WHEREAS, the Parties wish to enter into this License to implement the terms of the Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of One Dollar (\$1.00) paid by the Grantee to the Grantor the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. **Grant of License.** The Grantor hereby grants and conveys to the Grantee the full and uninterrupted right, right of way, privilege, license and authority to enter upon the Headend Room at both the Gatehouse Location and the Permanent Location as each of those terms are defined and described in the Agreement from time to time, at such times as the Grantee shall deem necessary for the construction, installation, maintenance and operation of telecommunication facilities, such facilities to include, without limitation telephone, television, internet access on, about and within the Property, together with such rights to place, replace, remove, upgrade, repair, improve and maintain the wiring and equipment used or suitable for use as telecommunications, internet, cable television, and other such facilities Grantee deems desirable for providing telephone and cable television services and other telecommunication services in, over, across and under the Property (the "Facilities"). The rights granted, herein, to Grantee specifically, and without limitation, include: (a) the right of Grantee to patrol, inspect, alter, improve, repair, build, rebuild, the Facilities; (b) the right for Grantee to change the quantity and type of the Facilities; and (c) all other rights and privileges reasonable, necessary or convenient for Grantee's safe and efficient installation, maintenance, operation and use of said License for the purposes described herein.

2. **Access to Headend Room.** Access to each Headend Room shall be available at all times. Grantee recognizes and acknowledges that the Headend Rooms are located within public buildings, which are access controlled and entry will require keys or other electronic devices to enter. The Grantor shall provide Grantee the necessary keys, codes, fobs or other means to access the Headend Rooms as needed to exercise the rights granted under the Agreement and this License.

2.1 The rights granted in this License are exclusive to the Grantee for the Headend Room located at the Gatehouse Location; however, the use of the Permanent Location shall be non-exclusive and shall be shared with the Town, which reserves all rights to utilize the area for its own purposes. Grantee's Facilities within the Headend Room at the Permanent Location shall be racked and gated as show on **Exhibit "A"** to this License. Grantor shall not interfere with the Facilities or knowingly permit any third party to interfere with the Facilities. Grantor hereby agrees to indemnify, defend and hold harmless Grantee, its agents, successors and assigns, from and against any and all claims, suits, demands, damages, losses,

costs, or expenses, including without limitation, reasonable attorney's fees, of any nature arising out of or resulting from, directly or indirectly, any interference with the Facilities by Grantor or Grantor's agents, contractors or employees.

2.2 In addition to the foregoing, the Grantor hereby grants to Grantee a license in, across and upon all public and quasi-public outdoor areas within the Town to install, maintain, repair, replace and operate the Broadband Hotspot System described within the Agreement.

3. Term. This License is given solely in connection with the delivery of the Services, and shall be irrevocable and run for as long as Grantee is offering the Services to the Grantor and the Residents of the Town. Notwithstanding the foregoing, this License shall terminate in the event Grantee's Facilities are removed from the Permanent Location and relocated pursuant to Section 2(b) of the Agreement.

4. Miscellaneous.

4.1 The defined or capitalized terms in this License shall have the meaning given to them in the Agreement unless otherwise indicated in this License.

4.2 A failure or delay of the Grantee to enforce any provisions of this License, or any right or remedy available under this License or at law or in equity, or to require performance of any of the provisions of this License, or to exercise any option which is provided under this License, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

4.3 Any notices to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (i) personally or, (ii) by overnight courier prepaid by the sender or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. Such addresses shall be as follows:

To GRANTEE:

Hotwire Communications, Ltd.
3 Bala Plaza East, Suite 700
Bala Cynwyd, PA 19004
Attention: Kristin Johnson, Chief Executive Officer

With a copy to:

Hotwire Communications, Ltd.
2100 West Cypress Creek Road
Fort Lauderdale, FL 33309
Attention: General Counsel

To GRANTOR:

Town of Golden Beach
1 Golden Beach Drive

Golden Beach, Florida 33160
Attention: Town Manager

With a Copy to:
Weiss Serota Helfman Cole + Bierman
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134
Attention: Stephen Helfman, Esq.

4.4 This License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

4.5 The covenants, terms, provisions and conditions contained herein shall inure and extend to, and be obligatory upon, the successors, lessees and assigns of the respective Parties to this License Agreement.

4.6 This License shall be interpreted and enforced in accordance with the laws of the State of Florida.

4.7 This License, together with the applicable provisions of the Agreement, constitutes the entire agreement between the parties and may not be modified or amended unless in writing signed by the parties hereto.

4.8 If any provision of this License, or portion thereof, or the application thereof to any person or circumstance, be held invalid, inoperative or unenforceable, the remainder of this License, or the application of such provision or portion thereof to any other persons or circumstance, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this License and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

4.9 The Grantee shall repair all damage to the property caused by the Grantee's installation or other activity and the Grantee shall return the Grantor's property to its original condition prior to any such work at the Grantee's sole cost and expense.

4.10 This License may be executed simultaneously in multiple counterparts, each of which, taken together, shall be deemed an original.

[Signatures on the following page.]

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The first signature is a stylized 'A' or 'V' shape, and the second is a more complex, cursive signature.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, intending to be legally bound.

ATTEST:


Town Clerk

"GRANTOR":

Town of Golden Beach


By:


Glenn Singer, Mayor

Date:

8/04/2021

WITNESS/ATTEST:


Signature of Witness
Maria Tyckwa
Print Witness Name

"GRANTEE":

Hotwire Communications, Ltd.

By: Hotwire Communications, LLC, its General Partner

By:

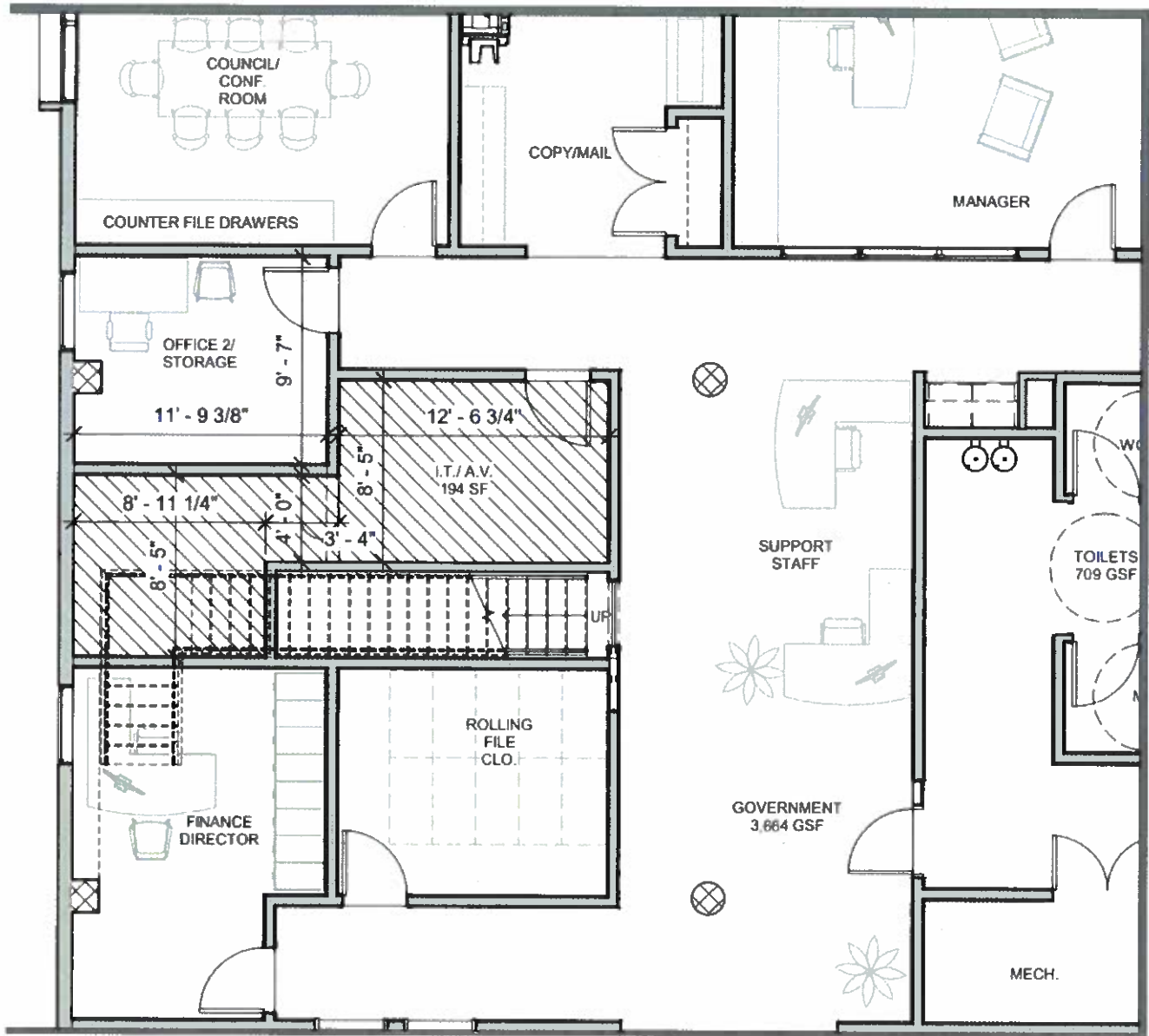

Kristin Johnson, Chief Executive Officer

Date:

08/19/2021



EXHIBIT "A" TO GRANT OF TELECOMMUNICATIONS LICENSE
DESCRIPTION PERMANENT LOCATION



KL JP

EXHIBIT "D"
BULK SERVICES ADDENDUM

THIS BULK SERVICES ADDENDUM (this "Addendum") is made this 24 day of August, 2021, by and between Hotwire Communications, Ltd., a Pennsylvania Limited Partnership, with a principal address of 3 Bala Plaza East, Suite 700, Bala Cynwyd, PA 19004 (hereinafter the "Operator"), and the Town of Golden Beach, a Florida municipal corporation, with a principal address of 1 Golden Beach Drive, Golden Beach, Florida 33160 (hereinafter the "Town") (collectively "the Parties").

WHEREAS, the Town and the Operator have entered into the Communication Services Installation and Service Agreement (the "Agreement") to which this Addendum is attached, which grants the Operator certain rights, on the terms and conditions contained in the Agreement, to install, operate, upgrade and maintain the System within the legal boundaries of the Town for the benefit of its property owners and residents (collectively, the "Owners") to deliver certain bulk and retail services to the Owners within the Town; and

WHEREAS, the Town and the Operator intend that this Addendum sets forth a description of the Bulk Services offered by the Operator, as well as the terms and conditions pursuant to which those Bulk Services will be provided.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. **Bulk Services to be Provided by the Operator.** The Town shall purchase for, and the Operator shall provide to, all Residences located within the legal boundaries of the Town a bulk telecommunications service consisting of the bulk services (hereinafter "the Bulk Services") as follows:

a. **High Speed Internet Service.** Internet service will be provided at speeds of 1000 Mbps download and 1000 Mbps upload as outlined more specifically in **Exhibit "G"** to the Agreement. The Operator will provide and install four (4) wireless access points (WAP) per Residence. Should the four (4) WAPs be inadequate, additional wireless mesh access points will be made available for purchase as Retail Services (published at <https://gethotwired.com/retailrates>), as set forth on the Rate Sheet attached as **Exhibit "E"** to the Agreement.

b. **Fision Go.** As part of the Bulk Services, the Operator will provide to the Town, at no additional charge, the Operator's "Community App." Specifications on the functionality and features for the Community App are detailed under the "Interactive" column within **Exhibit "H"**. This Community App may be updated by the Town personnel and will at all times have the ability to display textual information specific to the Town at the Town's discretion. The Operator will provide to the Town staff (such staff to be selected by the Town in its discretion), two (2) hours of free training with respect to the use and operation of such Community App (including, without limitation, the software with respect thereto), thereafter training shall be at the rate of \$50 per hour. The Operator shall provide the necessary equipment for the Town's use. The Town shall be responsible for all content on the Community App, and shall indemnify the Operator for any and all claims related to such content. Additional functionality and features for the Community App that the Town may purchase are detailed under the "Interactive Premium" and "Interactive Streaming" columns within **Exhibit "H"**. If the Town elects to upgrade to the Interactive

Premium or Interactive Streaming functionality and features, such upgrade will be addressed in a separate service order and shall be coterminous with the Term of this Addendum. The Community App will only function with the Owners who have elected to receive the Services.

2. Payment for Bulk Service.

a. The Bulk Fee. Beginning on the System Activation Date, the Town shall pay to the Operator \$45.00 per Residence per month, plus all applicable local, state, federal and regulatory taxes, governmental fees, and surcharges (the "Bulk Fee"), for each and every Residence within the legal boundaries of the Town, whose Owner elects to receive the Bulk Services from the Operator, but not less than 360 Residences. The Operator shall make three attempts to schedule installation with the Owner using the contact information provided by the Town under Section 11(e) of the Agreement, the final attempt being a letter sent by certified mail. If, after the final attempt, the Owner does not set up an installation schedule, the Operator shall bill, and Town shall pay for Bulk Services for that Residence as if it is receiving services, and the Residence shall be deemed to be installed for purposes of the System Activation Date.

b. It is the intent and understanding of the Parties hereto that the fee for the Bulk Services shall be included as part of whatever periodic fees may be charged by the Town to the Owners. On the Initial Anniversary Date, and on each and every Yearly Anniversary Date thereafter during the Term, including all applicable renewal periods, the Bulk Services pricing shall be adjusted annually by an amount equal to three percent (3%) of the previous year's rate. Regardless, however, of whether the Town includes a charge for the Bulk Services in whatever periodic fee it may charge to the Owners, and regardless of whether any individual Owner pays or does not pay such periodic fee when due, the Town shall be obligated to pay the full amount of the Bulk Service Fee to the Operator each month for so long as the Operator is providing Bulk Services under this Addendum and regardless of whether any such Residence Owner refuses to allow the Operator to connect and/or provide the Bulk Services their Residence. Taxes, franchise fees, or other governmental fees, or other fees and surcharges, shall not be deemed to be included in the aggregate service fee or limited by the foregoing provision, and such costs, taxes, fees and surcharges may be passed on to the Town.

c. The Town shall remit payment in full in advance to the Operator by wire transfer or electronic means from the Town's bank account to the Operator's account on or before the 1st day of each month for the Bulk Services to be provided during that month. The Operator may, with respect to late payment for Bulk Services, suspend the provision of Bulk Services until such time as the payment default is cured, and charge disconnect and reconnect fees in the amount of One Hundred Dollars (\$100.00); however, prior to any disconnection, the Operator shall provide the Town with written notice at least three (3) business days in advance to allow for the Town to make such payment.

d. In order to induce the Operator to make the capital investment necessary to provide the Bulk Services to be provided hereunder during the Term, the Town hereby agrees that the Town will not, during the Term, provide any marketing support or assistance to any competing provider of bulk or retail services.

3. Intentionally Omitted.

4. Term. The Term of this Addendum shall be concurrent with the Term of the Agreement.

5. **Intentionally Omitted.**
6. **Performance Standards.** The Operator's Performance Standards in providing the Bulk Services shall be as set forth in **Exhibit "G"** to the Agreement, which is incorporated herein by reference.
7. **Entire Addendum and Modifications.** This Addendum together with the Agreement contains the entire understanding of the parties, who each affirm and represent that the person executing this Addendum has the authority to do so. This Addendum and the Agreement shall supersede all previous conversations, negotiations, and representations, written and oral and may not be modified except in writing, signed by each party, which shall be binding on any successors or assignees. No supplement, modification, or amendment of this Addendum shall be binding unless executed in writing by both Parties.

[Signatures appear on the following page]

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The first signature is a stylized 'K' or 'M' shape, and the second is a more complex, cursive signature.

IN WITNESS WHEREOF, the Parties have hereto caused this Bulk Services Addendum to be executed as of the Effective Date.


TOWN: Town of Golden Beach

By: 
Glenn Singer, Mayor

Date: 8/04/2021

OPERATOR: Hotwire Communications, Ltd.:

By: Hotwire Communications, LLC, its General Partner

By: 
Kristin Johnson, Chief Executive Officer

Date: 08/19/2021



EXHIBIT "E"

Proposed Rate Sheet for Golden Beach

For Town Review Only Kindly Do Not Distribute

Included Service

Gigabit Internet 1000	Included	1000 Upload
WiFi Router	Included	Four (4) Devices

Television Service Rates

Each television package includes one (1) Fision TV HD/DVR 4K capable box included with voice remote.		
HD Digital Limited Basic Package	\$35.99/mo	Special Promotional Rate: \$24.99/mo*
HD Digital Access Package	\$79.99/mo	Special Promotional Rate: \$55.99/mo*
HD Digital Favorites Package	\$89.99/mo	Special Promotional Rate: \$62.99/mo*
HD Digital Premium Package	\$99.99/mo	Special Promotional Rate: \$69.99/mo*
HD Digital Works Package	\$129.99/mo	Special Promotional Rate: \$89.99/mo*

Fision HD 4K Capable Box	\$9.99/mo/each
Multi-Room DVR Service	\$9.99/mo
HBO Max Package	\$14.99/mo
Cinemax Package	\$17.99/mo
Showtime Package	\$17.99/mo
Starz Package	\$17.99/mo
En Espanol Package	\$18.99/mo
Sports Package	\$9.99/mo
Int'l TV Globo	\$19.99/mo
Int'l Deutsche Welle	\$9.99/mo
Int'l Mediaset Italia	\$9.99/mo
Int'l Channel One	\$14.99/mo
Int'l CCTV-4	\$9.99/mo
Int'l RTN	\$14.99/mo
Int'l TV Mode 5	\$14.99/mo
Int'l Israeli Network	\$19.99/mo
Int'l Arabic Package	\$15.99/mo
Playboy Channel	\$16.99/mo
Playboy En Espanol	\$16.99/mo

Internet Rates

2000/2000	\$99/mo	Includes 10 GBPS ONT, 2-Year Term Required
5000/5000	\$199/mo	Includes 10 GBPS ONT, 2-Year Term Required
Static IP Address	\$15.99/mo	
eero Pro Rental	\$5.99/mo	Each additional eero Pro
eero Pro Purchase	\$199	Each + \$.89 cents per month for Monitoring
eero Secure +	\$9.99/mo	Special offer: 3 months free.

Digital Voice Rates

Digital Voice Basic Line	\$14.99/mo	\$14.99/mo for each additional line
Voicemail	\$5.00/mo	per line
Voicemail Plus	\$7.50/mo	per line

Wire Maintenance

Telephone Wire Maintenance	\$6.99/mo
Complete Wiring Maintenance	\$9.99/mo

*Promotional rate valid for the first 12 months. After promotional period ends, video penetration will be measured and standard retail rates may apply.

*If ≥40% of the property installs and bills for a video package, the promotion rates will become the permanent video package rates for the duration of the term (Pending any network costs associated within the agreement, etc.). Prices subject to change. Video Content Surcharge (currently \$6/mo), Regional SportsNet Surcharge (currently \$7.99), taxes, fees and surcharges (including the \$6 EVSF telephone surcharge) may apply. Internet service for residential use only, terms & conditions apply. Other restrictions may apply.

EXHIBIT "F"
TOWN SERVICES ADDENDUM

[To be attached within 30 days of execution of this Agreement]

Handwritten initials in blue ink, possibly "KJ" and "JP", located in the bottom right corner of the page.

EXHIBIT "G"
CUSTOMER SERVICE LEVEL AND PERFORMANCE STANDARDS

The Operator's Internet Services comprising of the Bulk Services will comply with the following Customer Service Level and Performance Standards (the "Standards"). Initially capitalized terms used in this Exhibit have the meanings ascribed to those terms in the Communication Services Installation and Service Agreement ("Installation Agreement"). Any credits set forth herein must be requested by the Town within thirty (30) days of the event upon which the credit is based. In no event shall the aggregate of any credits issued hereunder for a particular calendar month exceed the amount of the Bulk Service Fee otherwise owing to the Operator for the month in which the credits are issued.

1. Service Availability.

"Service Availability" is calculated by dividing the difference of total number of seconds in each calendar quarter less the total number of seconds an Outage is uncured for Internet Service at the Property by the total number of seconds in each calendar quarter and multiplying by 100.

Operator's Internet Service will achieve at least 99.5% Service Availability each month.

Calculation of Service Availability under this Section does not include time during which the Bulk Services are not available due to a Force Majeure event (as defined in the Installation Agreement), or regularly scheduled or scheduled *ad hoc* maintenance activities, provided that Operator has used its commercially reasonable efforts to notify the Town of the maintenance window at least 24 hours prior to the Bulk Service(s) becoming unavailable, and no scheduled maintenance window may exceed 8 hours per month without the Town's prior consent. All scheduled maintenance work will be performed during off-peak hours (*i.e.*, between midnight and 6 a.m. Eastern Standard Time, when maintenance activities will affect the fewest number of individual users). Operator's obligation to provide the Town with advance notice of maintenance activities is waived to the extent that the maintenance work is required to respond to an emergency or otherwise to prevent an Outage (as defined herein), in which case Operator will notify the Town of the nature of the emergency, the nature of the maintenance activity undertaken, and its result as soon as practicably possible thereafter. The Operator will work with the Town or its designated representative to ensure that any service interruption is minimized.

2. Timely Response to and Cure of Trouble Reports.

A "Trouble Report" is any Bulk Service-related report, whether written or oral, made by the Town (or its on-site Manager) or a Resident relating to the Bulk Services, for which a trouble ticket is opened, provided that: (a) Operator will open a trouble ticket for each Bulk Service-related report received by Operator's Customer Service Center (as defined herein); and (b) any report of a Bulk Service-related issue that is caused by Town error, a defect in Town-owned equipment, a Resident error, a defect in Resident-owned equipment, or a Force Majeure event is not considered a Trouble Report. Trouble Reports must be placed in a manner consistent with Operator's Customer Service procedures, which consist of calling Operator's Customer Call Center at 800-355-5668 (or successor number) or via email at cs@hotwiremail.com.

A "Minor Service Problem" is the same Bulk Service-related problem affecting: (a) 10 or fewer individual Residences.

A "Major Service Problem" is the same Bulk Service-related problem affecting more than 10 but fewer than 75% of the individual Residences.

An "Outage" is a Bulk Service-related problem affecting at least 75% of the individual Residences.

Operator will respond to any Trouble Report relating to a **Minor Service Problem** by 7 p.m. Eastern Standard Time on the calendar day (excluding Weekends and Holidays) following the day on which the Trouble Report is received. The Operator will cure the issue(s) identified in the Trouble Report no later than 7 p.m. Eastern Standard Time on the second calendar day (excluding Weekends and Holidays) after the day on which the Trouble Report is received, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Operator will respond to any Trouble Report relating to a **Major Service Problem** within 4 hours after initial receipt of the Trouble Report. The Operator will cure the issue(s) identified in the Trouble Report within 24 hours after initial receipt of the Trouble Report, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Operator will respond to any Trouble Report relating to an **Outage** within 2 hours after initial receipt of the Trouble Report. The Operator will cure the issue(s) identified in the Trouble Report within 12 hours after initial receipt of the Trouble Report, provided that if such issues cannot reasonably be cured within such period, Operator shall commence the cure of such issues within such period and thereafter diligently and expeditiously proceed to cure the same.

Any Trouble Report relating to a Minor Service Problem or a Major Service Problem that is received after 5:00 pm will be considered as being received at 8:00 AM on the following day. A Trouble Report relating to an Outage is considered as being received at the time it is actually received.

A Trouble Report is timely cured ("Timely Cured") if it is cured within the applicable timeframe as set forth above for Minor Service Problems, Major Service Problems and Outages.

"Trouble Reports Timely Cured" is calculated by dividing (a) the total number of Trouble Reports relating to Minor Service Problems and Major Service Problems within a calendar quarter that are cured by the Operator within the deadlines set forth above by (Trouble Reports for which a Resident requests a date beyond the applicable deadline will be considered cured within the Deadline) (b) the total number of Trouble Reports relating to Minor Service Problems and Major Service Problems received by the Operator during the calendar quarter and (c) multiplying by 100.

If there are at least one-hundred trouble ticket each month, the Operator will achieve at least 90% Trouble Reports Timely Cured during each calendar quarter.

As the remedy for failure to meet the Trouble Report requirements, Town will receive a Service Credit based on the percent each calendar quarter that Operator fails to meet the 90% Trouble Reports Timely Cured level described immediately above. For each percentage point below the 90% Trouble Reports Timely Cured, Town will receive a Service Credit in an amount equal to the same number of percentage points multiplied by the monthly Bulk Service Fee. By way of example, if Operator has an 87% Trouble Reports Timely Cured for a quarter, then Town will receive a Service Credit in an amount equal to 3%

multiplied by the applicable quarterly Bulk Service Fee.

A Service Problem or Outage caused by Force Majeure conditions outside of the Operator control or by Town or Resident error or by a defect in Town-owned or Resident-owned equipment will not be counted in the calculation of Trouble Reports or Outages for purposes of this SLA or for Service Credit consideration.

3. Outage Credits.

In addition to other remedies available to the Town under the Installation Agreement, the Town will receive an outage credit ("Outage Credit") applied to Town's Bulk Service account based on Operator's failure to Timely Cure Outages as specified in Section 2. Outage Credits are applied to the then-current Bulk Service Fee charged to the Town for the Bulk Services for any month as set forth in the applicable Bulk Services Addendum or Agreement, and are prorated, based on a 30-day month, depending upon the length of the Outage, measured from Operator's receipt of the Trouble Report reporting the Outage. For example, if the Monthly Bulk Services Fee for Bulk Services is \$39.99 per Residence, or \$9,997.50 for 250 Residences, a one-day Service Credit would be \$9,997.50/30 or \$333.25.

<u>Length of Outage</u>	<u>Amount of Outage Credit</u>
Less than 12 hours	None
13 to 24 hours	One (1) Day
24 to 48 hours	Three (3) Days
Over 48 hours	Seven (7) Days

Multiple Outage Credits are available in the event multiple Outages occur within the same calendar month. However, the Town will receive no more than one Outage Credit for any forty-eight (48) hour period beginning with the Operator's receipt of the relevant Trouble Report, even if more than one Outage occurs during that period. The maximum Outage Credit to be granted for all Outages during any month is limited to the amount of the Bulk Service Fee otherwise owing to the Operator for the Bulk Services suffering the outage for the month in which the Outage Credit is awarded.

4. Intentionally Omitted.

5. Customer Hold Time.

Operator will maintain and provide Residents with instructions on how to contact a Customer Service Center, which will include a Call Center located within the geographical borders of the United States, and which will be available by means of a toll-free number (currently, 800-355-5668) 24 hours per day, 7 days per week, 365 days per year to receive customer service calls and provide customer support as requested. Operator will at all times maintain adequate competent staff at such Call Center to ensure compliance with the Customer Service and Performance Standards set forth herein.

"Customer Hold Time Compliance" is calculated by dividing (a) the number of customer calls to the Operator's call center during any calendar quarter in which the customer is put on hold for more than 90 seconds by (b) the total number of customer calls during that calendar quarter and (c) multiplying by 100. The Operator will achieve at least 90% Customer Hold Time Compliance under normal operating conditions during each calendar quarter.

6. Customer Service Records.

The Operator will maintain a written or electronic record ("Customer Service Records") of customer calls, and such Customer Service Records will at all times be sufficiently detailed to demonstrate the Operator's compliance or non-compliance with each material Customer Service Level and Performance Standard included herein. Specifically, Operator's Customer Service Records will at a minimum identify: (a) the date and time when any Trouble Report is received, (b) the nature of the complaint, (c) the action taken by the Operator in response to the call, (d) the results of the action taken, (e) a summary of Trouble Reports that were cured (and the time required for such cure) and that were not cured, and (f) the period of time during which the Bulk Service was unavailable due to a Force Majeure event. The Operator will make its standard summary versions of the Customer Service Records (among other things, this includes the remove of Resident names and addresses) available for inspection by the Town (or its representative) at any time during regular business hours upon request by the Town to schedule a mutually convenient date within five (5) business days of the requested date, up to one time after the end of each quarter, unless otherwise mutually agreed.

The Operator will make available to the Town on a quarterly and annual basis or upon request by the Town on a historical basis, network statistics with regard to the bandwidth being delivered to the Residences and the Town, Major and Minor Service Problem reporting, Outage reporting, maintenance issues and Trouble Reports.

7. Intentionally Omitted.

8. Intentionally Omitted.

9. Spam Management.

The Operator will employ a SPAM management system to reduce to a reasonable minimum SPAM traffic, and the Operator is authorized to block any SPAM traffic emanating from the Residences and/or Town, the Town's facilities or an individual Resident. The Operator may disconnect the Bulk Services to Town or a Resident who repeatedly distributes SPAM traffic until the Resident or Town demonstrates to Operator's reasonable satisfaction that the SPAM activity has ceased. If Service to a Resident or Town is disconnected for SPAM traffic on more than one occasion, the Operator may charge the Resident or Town a reasonable fee for reactivation. No disconnection by Operator due to SPAM management shall be counted when computing the service time percentages.

10. Virus Protection.

The Operator must be capable of maintaining the network during inside or outside virus attacks and will maintain a "plan of action" for management of virus and denial of service attacks and recovery there from. The Operator may disconnect the Bulk Services to a Resident and/or Town whose computer(s) are infected with viruses until the Resident and/or Town demonstrates to Operator's reasonable satisfaction that the viruses have been eliminated. If a Resident and/or the Town is disconnected from the Bulk Services due to virus-related issues on more than one occasion, Operator must approve reactivation of the Resident's and/or Town's Bulk Services, and Operator may charge the Resident and/or Town (for their respective infected computer(s)) a reasonable reactivation fee not to exceed \$75.00. No disconnection by Operator due to

viruses shall be counted when computing the service time percentages.

11. Internet Bandwidth and Service Availability.

The Operator will be responsible for issues of latency (as that term is generally used in the industry) and packet delivery to each single-unit port. Operator will use its best efforts to minimize latencies through the use of properly configured networks and routes to ensure that minimum hops are maintained. Latency within the core network will not exceed 110 milliseconds. Packet delivery will be achieved at a ratio of 95% or greater.

Operator's High Speed Guaranty is a guaranty of speed between the individual Internet user's computer and the last device on Operator's network before such data packet enters the "Internet cloud," which consists of equipment and a network beyond the control of Operator. The Town acknowledges that data packets enter the "Internet cloud," which is beyond the control of Operator. The Town accepts and acknowledges that conditions and circumstances outside of Operator's control can affect the connectivity speed of an individual user or users; such conditions and circumstances include without limitation: the speed, age and components of the computer being used to access the Internet; Internet viruses which may infect the computer attempting to access the Internet; and, Internet slowdowns within the computer or server which is being accessed by the individual user's computer at their Residence.

The Operator will provide sufficient Internet connectivity to ensure that average WLAN utilization for the Town and its Residents does not exceed 70% during peak periods. Operator reserves the right to cap or throttle the Internet Service provided to a user for a violation of Operator's Acceptable Use Policies (as specified in Section 15 of these Standards) or these Standards by such user.

Any Internet user using Operator's high-speed Internet Service must maintain certain minimum equipment and software to receive the high speed Internet Service. Town will refer all Residents to Operator's web site, www.gethotwired.com (or the applicable successor URL), for the current specifications. Operator shall not warranty or maintain other devices installed by a Resident, including routers, wireless hubs and other such devices, unless provided by Operator.

Each Internet user shall be responsible for security with respect to his or her own equipment that interfaces with the Internet Service. Operator may communicate security issues to Town and Resident users from time to time when abuse or misuse is observed or reported. While the computer industry may provide blocking and filtering software that empowers the users to monitor and restrict access to their computer(s) and data, Operator is not the publisher of this software and disclaims any responsibility or liability therefore. Operator strongly recommends that all users employ a "firewall" or other security software to protect their computer(s) and data.

All wireless Internet provided under this Agreement shall be subject to the limitations of then IEEE standard issue 802.11 wireless technology and Operator shall not be liable for the speed of wireless Internet so long as appropriate bandwidth is delivered to the wireless access points.

12. Damage, Loss or Destruction of Software Files and/or Data.

Operator assumes no liability or responsibility whatsoever for any damage to or loss or destruction of any of the property of Town or Residents (including but not limited to hardware, software, files, data or

peripherals), which may result from the use of the Bulk Services by Town or individual Resident users, except as (i) a result of Operator's installation or maintenance of the Bulk Services or Operator's Equipment, and (ii) a result of Operator's gross negligence or willful misconduct. Operator does not warrant that any data or files sent by or to Town or the individual Resident users will be transmitted in uncorrupted form within a reasonable period of time, except to the extent that such data or files are sent by Operator.

13. No Liability for Purchases.

Through use of the Bulk Services, Town and/or the Resident users may access certain information, products and services of others, for which there is a charge. Town and the Resident users shall, respectively, be solely liable and responsible for all fees or charges for such online services, products or information. Operator shall have no responsibility to resolve disputes with other vendors or third parties.

14. Monitoring the Internet Services and Privacy.

Operator is concerned with issues of privacy and treats private communications on and through its network as confidential. Operator has no obligation to monitor Internet content. However, Town understands and agrees that Operator has the right to monitor such content from time to time; and to access, and/or disclose the contents of private communications in accordance with its Privacy Policy and with applicable law. In addition and as a condition to any obligation of Operator to provide or continue to provide the Bulk Services to Town and Resident users, each user must agree when requested in writing by Operator that Operator has the right to monitor such content from time to time; and to access, and/or disclose the contents of private communications in accordance with its Privacy Policy and with applicable law. A copy of Operator's Privacy Policy can be found on Operator's website at www.gethotwired.com (or the applicable successor URL).

15. Operator's Right to Terminate.

Operator may terminate the Bulk Services to the Town and to any or all Residences immediately without notice in order to prevent a breach of network security. Town expressly warrants that Town has read and agrees to be bound by Operator's Acceptable Use Policy. As a condition to any obligation of Operator to provide or continue to provide the Bulk Services to users within the legal boundaries of the Town, each user must when requested in writing by e-mail by Operator to user (i) acknowledge that he or she has read and (ii) agrees to be bound by Operator's Acceptable Use Policy, which can be found on Operator's website at www.gethotwired.com (or the applicable successor URL). Operator will inform the users that the Acceptable Use Policy may be updated or modified from time to time by Operator, with or without notice to the users. Any such update or modification to the Acceptable Use Policy shall be posted to the above listed website. The users should consult the Acceptable Use Policy on a regular basis to ensure compliance. Operator may suspend the Bulk Services to the Town or to any individual user within the legal boundaries of the Town immediately for violation of Operator's Acceptable Use Policy.

16. Customer Shut-Off.

The Operator will provide upon request notification to the Resident who had his or her Bulk Service disabled and the reason(s) for the disabling.

17. Intentionally Omitted.

18. Augmented Wireless Services.

Operator shall have the right to: (a) determine the viability of the Town for the installation and maintenance of Wireless Node; (b) install, maintain, repair, or replace the Wireless Node in the Town; (c) have the exclusive right to negotiate with Wireless Providers to use the Wireless Node to improve Operator's Services within the legal boundaries of the Town via Wireless Node; and (d) connect the Wireless Node to Operator's System in the Town. In exchange for providing an enhanced wireless signal at or around the legal boundaries of the Town, Town agrees that it shall provide electrical power for each Wireless Node, such power requirement being maximum of 200 watts or that of a light bulb to power such device at no cost or fee. In order to assure quality of service and to avoid signal interference, no other third parties shall be granted the right to use the improvements within the Town for any use similar to the exclusive uses granted in this section. At Operator's sole cost, Town shall reasonably cooperate with Operator's efforts to obtain and maintain all necessary governmental permits and approvals necessary for the installation and operation of the Wireless Node within the legal boundaries of the Town. "Wireless Provider": Any party that provides Wireless Services. "Wireless Services": Any wireless services using radio spectrum under the jurisdiction of the Federal Communications Commission and National Telecommunications and Information Administration, which includes both licensed and unlicensed frequencies. "Wireless Network Node (Wireless Node)": shall encompass ODAS, small cell, CRAN, antenna facilities, or any successor technology which are used to improve wireless capacity, coverage or quality of service. Wireless Nodes shall be part of Operator's System and Equipment.

EXHIBIT "H"

Community Apps for your TV & Mobile Device

fisionTV

Interactive	Interactive	Interactive
Included with Hotwire Fision	\$5,000 /year and annual \$5 per unit fee*	\$9,000 /year and annual \$10 per unit fee*
<ul style="list-style-type: none"> ✓ Admin Portal Access Customization by Hotwire at launch \$50/hour after launch ✓ Community Functionality 3 Interactive menus with slides ✗ Community Live Stream ✓ Messages Includes any mixture of 3 messages per month (inbox, low or medium) ✗ Calendar ✓ Mobile App Displays Community Slides Displays Messages ✗ Reporting 	<ul style="list-style-type: none"> ✓ Admin Portal Access Customization by Hotwire at launch Dedicated Property Content Specialist ✓ Community Functionality Unlimited Interactive menus with slides 3 VOD Community Channels Ability to create separate sub-associations Property logo ✗ Community Live Stream ✓ Messages Unlimited inbox messages Unlimited low priority messages Unlimited medium priority messages Unlimited high priority messages Receipts for read messages ✓ Calendar Unlimited categories, events and capability to save events Ability to create daily or weekly recurring events ✓ Mobile App Displays Community Slides Displays Messages 3 VOD Community Channels Displays Calendar and Events ✓ Reporting Full reports on usage for slides, VODs, and messaging 	<ul style="list-style-type: none"> ✓ Admin Portal Access Customization by Hotwire at launch Dedicated Property Content Specialist ✓ Community Functionality Unlimited Interactive menus with slides Unlimited VOD Community Channels Ability to create separate sub-associations Property logo ✓ Community Live Stream Includes camera and equipment ✓ Messages Unlimited inbox messages Unlimited low priority messages Unlimited medium priority messages Unlimited high priority messages Receipts for read messages ✓ Calendar Unlimited categories, events and capability to save events Ability to create daily or weekly recurring events ✓ Mobile App Displays Community Slides Displays Messages Unlimited VOD Community Channels Displays Calendar and Events Stream 1 Community Live Stream Channel ✓ Reporting Full reports on usage for slides, VODs, messaging, and live stream
+		
ADD-ON: 1 Community Live Stream Feed One-time \$10,000 charge and \$1 per unit per month charge with a minimum of \$100/mo. Each additional Live Stream Feed is \$0.50 per unit per month. <i>Streaming with a web tv app is ONLY included with Interactive Stream</i>		ADD-ON: Professional Photography Our in-house photography experts will provide high-quality photographs and video for your community content. Half Day Package: \$1,500 Full Day Package: \$1,999

*Minimum 3 year term with 3 year auto-renewal unless written notice is provided 120 days prior

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Handwritten signatures and initials