


COPY OF
COMMUNICATION SERVICES
INSTALLATION
AND
SERVICE AGREEMENT
BETWEEN
HOTWIRE COMMUNICATIONS, LTD.
AND THE
TOWN OF GOLDEN BEACH

COMMUNICATION SERVICES
INSTALLATION AND SERVICE AGREEMENT

 This is a Communication Services Installation and Service Agreement (this "Agreement") made this day of August, 2021 (the "Effective Date") 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, Florida, a municipal corporation with a principal address of 1 Golden Beach Drive, Golden Beach, Florida 33160 (hereinafter the "Town") (collectively the "Parties").

RECITALS

1. The Operator is in the business of constructing, installing, maintaining and operating communication systems for the delivery of telecommunications and entertainment services to both commercial and residential users.
2. The Town provides municipal governance and services to the property owners and residents of 377 unique single family residential homesites most of which are improved with luxury homes (each a "Residence", collectively, the "Residences") located within the legal boundaries of the Town of Golden Beach, Florida as described within the Town Charter last approved by referendum on March 4, 1986.
3. The Town wishes to engage and hire the Operator to construct, install, maintain, service and operate a telecommunication system within the Town for the purpose of providing the Town property owners and residents (each an "Owner", collectively, the "Owners") with a quality high-speed fiber-optic internet service (as further defined herein and hereinafter referred to as the "Bulk Services").
4. The Operator wishes to provide the Owners with internet service as well as to offer the Owners a full array of other services, including multi-channel video, audio, telephone, alarm monitoring and other services (as further defined herein and hereinafter referred to as the "Retail Services") (the Bulk Services and Retail Services are hereinafter collectively referred to as the "Services").
5. In addition to the Bulk Services and the Retail Services, the Town and the Operator intend for the Town to receive certain services (including community broadband) to properties owned or control by the Town (hereinafter defined and referred to as the "Town Services").
6. The Operator and the Town wish to enter into this Agreement to accomplish the goals and purposes set out by the Parties within the foregoing Recitals.

TERMS

1. **Recitals.** The Recitals set forth above are true, correct and incorporated by reference into this Agreement.
2. **The System.**
 - a. **Improvements.** Subject to the terms of this Agreement, the Operator hereby agrees that it will design, construct, install, operate, service, maintain, and as necessary, rebuild, replace and improve a fiber-optic based telecommunication infrastructure system within that certain

property located in the Town as more particularly described in **Exhibit "A"** to this Agreement (the "Property"). This system may include, but not be limited to: (i) distribution wiring and cabling, originating at a point where the Operator's facilities enter the Property, connecting to the Headend Room (as defined herein) and interconnecting throughout the Property in underground vaults and splitter panels to the Demarcation Points defined below (the "Distribution Wiring"); (ii) antennas; (iii) a Distributed Antennae System (DAS); (iv) small cells; (v) wiring; (vi) transmitters; (vii) microwave equipment; (viii) computers; (ix) routers; (x) switches; (xi) battery backups; (xii) hubs; (xiii) concentrators; (xiv) dishes; (xv) commercial security hardware and infrastructures; (xvi) underground vaults; (xvii) pedestals; (xviii) a headend equipment room located within a building more fully described in Section 2(b) below; and (xix) any and all other equipment as required by the Operator. The system also includes the trenching and installation for a demarcation box on the outside of each Residence. From the demarcation box, a connection will be made to an Optical Network Terminal ("ONT") within each Residence. The location of the ONT may be referred to in this Agreement as the "Demarcation Point". The entirety of the system described herein is referred to in this Agreement as the "System" and the equipment making up the system may be referred to as the "Equipment".

- b. Headend Room. The Town shall provide the Operator the use of an air-conditioned, climate controlled room within the Property of not less than 150 square feet in size for the installation, use and operation of certain of the Equipment that receives, transmits and distributes signals through the System (the "Headend Room"). The Headend Room shall temporarily be located within the Town entry gatehouse located at the entrance to the Town (the "Gatehouse Location") and shall then be permanently located in the new Town Civic Center being constructed within the Property (the "Permanent Location"). The Gatehouse Location shall be for the exclusive use of the Operator. The Operator shall have the free and uninterrupted use of the Headend Room and shall have the right to secure the Headend Room at the Gatehouse Location. The Permanent Location within the Town Civic Center shall be nonexclusive and shared by the Town and the Operator. The Permanent Location is shown on **Exhibit "B"** to this Agreement. Access to both the Gatehouse Location and the Permanent Location shall be governed by the Grant of Telecommunications License attached hereto as **Exhibit "C"** to this Agreement. After the expiration of the Term of this Agreement, the Operator shall remove its Equipment from the Headend Room and relocate it to a Town-designated location within the Property selected by the Town; *provided, however*, if the Town-designated location is not acceptable to Operator, then the Equipment shall be relocated to a location in the publicly dedicated right-of-way within the Town, and the Town will issue permits for said relocation upon application by Operator. The Town shall cooperate with the Operator in such a relocation and upon proper application promptly issue any permits required for such relocation.
- c. Installation. The Operator shall, at the Operator's expense, acquire and install all the Equipment, Distribution Wiring and other communication facilities required to build and operate the System. Installation shall be performed in a diligent, safe and professional manner and all materials used by the Operator shall be of good and durable quality. All work shall be performed by licensed contractors and shall be based upon full plans and specifications and a schedule both approved in advance by the Town. If during installation of the System, the Operator encounters asbestos containing materials ("ACMs") or presumed

asbestos containing materials ("PACMs"), the Operator will immediately stop work in the affected area, report the condition to the Town in writing and not resume work in the affected area unless the Operator receives written approval from the Town and the Operator is reasonably satisfied that such ACMs or PACMs are sufficiently removed or remedied. In such event, the Operator shall not be liable for any delays or failure to complete installation of the System or arrange for the provision of Services as required under this Agreement, and any such delays shall not be a default of the Operator under this Agreement.

- c. No Liens. The Operator shall keep the Property and every part thereof and all buildings and other improvements located within the Property free and clear of any and all construction and mechanics liens for or arising out of the Operator's installation of the System. The Operator shall indemnify and hold the Town harmless against all such liens and any proceedings pertaining thereto, including reasonable attorney's fees. The Operator shall bond over or discharge any liens within fifteen (15) days of notice of the existence thereof, failing which, the Town may satisfy such lien and deduct any and all costs associated therewith from any sums due or which become due to the Operator hereunder.
- d. Maintenance. The Operator shall at all times, at the Operator's own expense, operate, maintain and service the System and keep the same in good working order and repair in accordance with the highest industry standards and practices.
- f. Ownership and Use of System and Equipment. It is expressly understood by the Parties that the Operator shall have the exclusive ownership and use of the System and Equipment and each component of same, including the exclusive ownership of and use of each ONT and access points and the exclusive ownership of, and exclusive access and right to install, operate, inspect, alter, improve, upgrade, rebuild, add to, disconnect, replace, remove, repair and maintain the Distribution Wiring installed by the Operator as set forth in this Agreement.

3. **In-Residence Wireless Distribution System and In-Residence Wiring.**

- a. In-Residence Wireless Distribution System. The Operator, at its sole cost and expense, shall install into each Residence whose Owner elects to receive the Bulk Services and/or Retail Services and provides their approval for installation, a wireless distribution system that provides four (4) indoor wireless access points in the Residence that is capable of speeds of up to 1GB (the "Wireless Distribution System").
- b. In-Residence Wiring. While the Parties do not know the extent to which each Residence contains an in-house, hard wired network capable of facilitating the delivery of the Retail Services, it is assumed that most, if not all, Residences are wired with a copper coaxial or Ethernet system to various locations within each Residence (the "In-Residence Wiring"). Subject to the Owner's approval, Operator shall be granted the non-exclusive use of the existing In-Residence Wiring if necessary to provide the Bulk Services and/or Retail Services to the Owners. The Operator shall use this existing In-Residence Wiring in providing the Bulk Services and/or Retail Services. During the installation period, and at no additional cost to the Resident or the Town, the Operator will install Cat5e or Cat6 wiring to the one location at which the ONT will be located. All other installation costs shall be at the expense of the Owner, including the installation of the Cat5e or Cat6 wiring to additional



locations which will be \$150 each, and will be charged directly to the Resident. Notwithstanding this provision or other provision of this Agreement, the Owners shall maintain title and ownership of all In-Residence Wiring and outlets. It is expressly understood by the Parties that an Owner's refusal to allow Operator to utilize In-Residence Wiring to provide the Bulk Services and/or Retail Services shall not relieve the Town of the obligation to pay for the Bulk Services.

4. **The Services.**

The Operator shall provide the following services, hereinafter collectively defined as the "Services".

- a. **The Bulk Services.** The Operator shall provide, during the entire Term, at each Owner's option, certain services on a bulk basis ("the Bulk Services") for each and every Residence within the legal boundaries of the Town. These Bulk Services consist of high speed fiber optic internet services as more fully described in the Bulk Services Addendum, which is attached hereto as **Exhibit "D"** to this Agreement.
- b. **The Retail Services.** In addition to the Bulk Services, the Operator shall have the right and obligation through the entire Term to market and sell certain retail services directly to each Owner ("the Retail Services"). The Operator shall bill each Owner individually for any Retail Services purchased. A list of the Retail Services and the prices for each shall be posted from time to time at www.gethotwired.com. A more detailed description of the Retail Services and the current rates for the Retail Services being offered to the Owners, which are subject to change, is attached hereto as **Exhibit "E"**. Each Owner who purchases Retail Services may be required to enter into a separate agreement with the Operator.
- c. **Town Services.** The Operator shall offer the Town with various services, including, but not limited to, telephone, internet, security, television, and outdoor broadband/Wi-Fi "hotspots" (the "Town Services"). The Town Services are described in the Town Services Addendum to be attached as **Exhibit "F"** to this Agreement within thirty (30) days of the execution of this Agreement. If the Parties are unable to reach an agreement on such addendum, either party may terminate this Agreement by providing written notice to the other on or before the expiration of the thirty (30) days.
- d. **Performance Specifications.** The Bulk Services shall be subject to the Performance Specifications described in **Exhibit "G"** to this Agreement. The Town Services are subject to performance standards set forth in the Town Services Addendum.

5. **Rights of Access and Title to System.**

- a. To the extent permitted by law, the Town hereby grants to the Operator the exclusive right to install, operate, market and maintain the System as provided herein and, in furtherance thereof, hereby grants to the Operator the right of access, including reasonable rights of ingress and egress, to, over, on, under, and through the portions of the Property, to construct, install, lay, operate, provide, connect, maintain, inspect, repair, replace, upgrade, relocate, remove and disconnect the System and the Equipment.

- b. The Town shall use its best efforts to ensure that any subsequent municipality or any other third party to whom the Property may be conveyed approve, adopt and ratify this Agreement, Agreement and all exhibits and addenda attached hereto.
- c. Title. The Town acknowledges and agrees that title in and to the System and all the Equipment and communication facilities installed by the Operator during and after the Term shall at all times remain exclusively with the Operator or the Operator's permitted successors or assignees, and no portion of the System or the Equipment will be deemed a fixture of the Property, notwithstanding any method of affixation to the Property or the buildings or Residences thereon or any applicable law or doctrine relating to fixtures. The Town hereby expressly waives, as against the Operator and any lender of the Operator, any landlord's lien, right of distraint or levy, claim, security interests or any other interests which the Town may now or hereafter have in or relating to any of the System and Equipment now or hereafter located at the Property, including any of the foregoing which might otherwise arise or exist in the Town's favor pursuant to agreement, common law, statute (including the federal Bankruptcy Code) or otherwise. The Town shall not interfere with, remove, make alterations or modifications to, attempt to repair, maintain or service the System or any of the Equipment, or allow persons not authorized by the Operator to do so. The Town shall not create any security interest in the System, or any portion thereof, including without limitation, subjecting the System to any mortgage, deed of trust or lien that encumbers the Property where the System is located. The Town hereby grants to the Operator exclusive access to, ownership of, and right to use the Distribution Wiring and any and all Equipment and communication facilities installed by the Operator during and after the expiration of the Term. However, notwithstanding this provision or other provision of this Agreement, Owners and/or the Town shall maintain title and ownership of all existing wiring outlets and installed equipment.
- d. Covenants. The rights and obligations under this Agreement shall be binding upon and inuring to the benefit of all future owners of the Property or any interest in the Property.
- e. Liens and Recordation. To evidence the fact that the Operator has been granted a License, has obtained Owner Approvals, and has retained exclusive ownership of the System and Equipment installed by the Operator to the Demarcation Point, the Town hereby agrees that the Operator may cause this Agreement (or other documentation evidencing the foregoing as executed by the Town and the Operator), or any statement or other instrument relating to this Agreement showing the Operator's ownership of the System and Equipment, including UCC-1 financing statements, to be filed or recorded and re-filed and re-recorded, among the public records in all necessary places in order that any and all third parties shall be on notice of the Easement and the ownership of the System and Equipment. The Operator's lenders may file a UCC-1 or any other instrument necessary to perfect a security interest in this Agreement and the Operator may assign any of its rights under this Agreement to any of its lenders, provided, however, that no such assignment shall relieve an assigning Party of its obligations under this Agreement. The Town agrees to execute and deliver any statement or instrument requested by the Operator for such purpose. All costs associated with filing and recording of this Agreement or other forms and documentation shall be paid by the Operator.

- f. Town's Support; Access to the System. The Town shall facilitate and assist the Operator in obtaining the necessary authorization and approvals from the individual Owners who elect to receive the Services in order to provide Services to the Owners (the "Owner Approvals"). The Town shall use best efforts to assist the Operator in getting access to all Residences and areas of the Property as necessary to install, operate, maintain, audit, connect, and/or disconnect the System, to provide the Services, and to make service and repair calls. Without limiting the generality of the above, the Town acknowledges and agrees that the Operator shall have free and unrestricted right of access to the Property and the System, including all of the Operator's Equipment and communication facilities, for the purpose of exercising the rights granted to the Operator in this Agreement, and Owner Approvals. The Town, without assuming any liability, shall provide the same security for the System as it provides for the Property in general. The Operator shall be given any keys necessary to access its Equipment and communication facilities to provide repairs and service to the Equipment and facilities on a 24x7x365 basis. The Operator shall also be given reasonable parking for the vehicles of the Operator's employees and contractors while they are on the Property performing work on the System or making service and repair calls.
- g. Upgrades to System. From time to time, the Operator may propose, or the Town may request, upgrades to the System for the purpose of providing improved, faster and enhanced Services as technological developments permit. The Operator shall have the right, in its sole discretion, to make such upgrades at its own cost and expense and to offer any improved Services made possible by such upgrades to the Owners on an individual subscription basis.

6. System Completion and Dates of Service.

- a. System Completion. The Operator shall complete all work necessary to activate the Bulk Services and Retail Services for each Owner who has requested such services no later than February 15, 2022, subject only to delays beyond the control of the Operator as set forth in Section 18 of this Agreement and/or any delays caused by the Town and/or any third parties not affiliated with the Operator (the "System Completion Date"). The Operator shall promptly provide written notice to the Town of the System Completion Date.
- b. System Activation Date. The Operator shall activate the System within thirty (30) days of the System Completion Date so that all Owners who have elected the Bulk Services and/or Retail Services have full use and access to said Services on date certain (the "System Activation Date"). The Operator shall notify the Town in writing of the System Completion Date and certify therein that the System will be activated within thirty (30) days thereof.
- c. The Operator shall make three attempts to schedule installation with a Residence using the contact information provided by the Town under paragraph 11(e), the final attempt being a letter sent by certified mail. If, after the final attempt, the Owner does not set up a 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.
- d. Initial and Yearly Anniversary Dates. The "Initial Anniversary Date" for the Property is twelve (12) months from the first date that the Operator receives from the Town payment in

full of the Operator's invoice for Bulk Services for all Residences within the Property. Each subsequent 12-month period from the "Initial Anniversary Date" shall be considered the "Yearly Anniversary Date" of this Agreement.

7. **Term.**

The Initial Term of this Agreement will commence on the Effective Date and will continue for ten (10) years from the System Activation Date. Upon expiration of the Initial Term, the Agreement shall automatically renew for additional terms of one (1) year each, with the same terms and conditions. (The Initial Term and the renewal terms are collectively referred to as "the Term"). Either party may opt out of the renewal term by providing at least ninety (90) days' written notice to the other party prior to the expiration of the then-current term. If no notice is received or if notice is received less than ninety (90) days prior to the date this Agreement is set to expire, then the renewal term shall be deemed to have been approved. Notwithstanding any termination notice or other termination of this Agreement as provided herein, the Operator will continue to have the exclusive right to operate its System and the non-exclusive right to provide Retail Services to the Owners.

8. **Termination.** This Agreement shall terminate upon the first to occur of the following:

- a. Upon the mutual written consent of the Parties hereto;
- b. At the option of either party, if the other party materially breaches any of its obligations under this Agreement, and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party (or, if such default cannot be cured within such time period, should the breaching party fail to commence to cure such default within said default period and pursue the same to completion with due diligence), and which notice shall describe the material breach(es) in reasonable detail and specify the non-breaching party's intention to terminate this Agreement if such breach(es) are not cured.
- c. At the option of the Operator, upon providing the Town with at least ninety (90) days advance written notice, in the event that there is a change in law or regulation governing the provision of the Services or a portion thereof that, in the reasonable opinion of the Operator, materially impacts the ability of Operator to provide the Services in a commercially reasonable manner, based upon but not limited to the Operator's technical and financial requirements.

9. **Insurance.** The Operator shall maintain, with an insurance company or companies lawfully authorized to do business in the State of Florida, such insurance as will protect the Operator and the Town from claims which may arise out of or result from Operator's operations under the Agreement and for which the Operator or the Town may become legally liable, whether such operation be by the Town, the Operator or a subcontractor or anyone directly or indirectly employed by any of them. Prior to the commencement of the System installation, on request, the Operator shall furnish the Town with a Certificate of Insurance and all exclusion, limitation or exception endorsements or riders which limit any insurance policy coverage, for the following:

- a. Worker's Compensation Insurance according to State statutory limits covering all employees or subcontractors of Operator.

- b. Comprehensive General Liability Insurance, including Product and Completed Operations coverage, in the minimum limit amount of not less than \$1,000,000 per occurrence for each coverage form with the Town listed as an additional insured.
- c. Comprehensive / Commercial Automobile Liability coverage in the minimum limit amount of not less than \$1,000,000 per occurrence with the Town listed as an additional insured.
- d. Contractual Liability Insurance fully covering the Operator's obligations arising out of this Agreement, including the "Indemnification" provisions, with the Town listed as an additional insured.
- e. Excess or Umbrella liability policy in the minimum limit amount of not less than \$3,000,000 per occurrence with the Town listed as an additional insured.

The policies issued in "b", "c", "d" and "e" above shall be issued using the most current Insurance Services Office insuring agreements, terms and conditions including the most current additional insured endorsement or broader. The certificates shall be issued in the name of the Town and all insurance shall be on a primary insurance policy of the Operator and apply on a direct basis for all insured parties.

10. Indemnification. Subject to the provisions of Section 13, and Chapter 768, Fla. Stat., each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party ("Indemnified Party") and Indemnified Party's Affiliates, as well as the owners, partners, directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all disputes, actions, damages, lawsuits, expenses and claims arising out of or in connection with this Agreement, which result in bodily injury to or death of any person, or damage to or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the owners, partners, directors, officers, employees, agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

11. Marketing Rights. The Operator shall have the right to market Retail Services to the Owners.

- a. The Operator shall have the right to advertise and promote the Services to the Owners by distributing promotional materials over the System, and/or by mail. The Operator shall have the right to place any marketing materials within the legal boundaries of the Town, including on the Town's website, to be pre-approved by Town in its sole discretion, not to be unreasonably withheld, conditioned or delayed, concerning any Services provided by the Operator, including without limitation, placing promotional materials in the Town's publications, and marketing the Operator's Services on the Town's website.
- b. With the Town's permission, the Operator shall have the right to refer to the Town (and Town's successors-in-interest and assigns) as representative clients or projects in advertising and promotional materials related to the provision of services similar to the Services provided to the Owners in the Town. The Town shall have the right to review and approve

all advertising and promotional materials relating to the Services provided to the Town prior to any distribution of such materials.

- c. Unless expressly stated in this Agreement, nothing in this Agreement shall be interpreted as granting one Party any right or license in the trademarks, service marks, logos, or any other intellectual property owned by the other party, or in any goodwill associated therewith.
- d. Upon the signing of this Agreement, the Town shall supply the Operator with the available contact information for the Owners to the extent it is not confidential.

12. Removal of System.

- a. Upon expiration or termination of this Agreement for any reason, Operator shall have a period of six (6) months during which it shall be entitled, but not required, to remove the System. This shall not apply to the Equipment within the Headend Room which shall be removed and relocated as provided for in Section 2b. The Operator shall promptly repair any damage caused by the removal of the System.
- b. Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 12 (a) shall be tolled (except for the Headend Room) for as long as Operator is offering Services and/or has the right under applicable law to continue to provide any or all of the Services on a Retail basis to any or all of Residences within the Town after the termination or expiration of this Agreement, in which case Operator shall have the exclusive right to continue to own and use the System and Equipment to provide the Services on a non-exclusive basis and shall have non-exclusive access to all In-Residence Wiring and the Property. This Section shall survive the termination of this Agreement.

13. Limitation of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST OPPORTUNITIES, LOSS OF GOODWILL, OR FOR PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, AND, EXCEPT FOR OPERATOR'S INSTALLATION COSTS AND RIGHT TO RECEIVE PAYMENT FOR THE TERM OF THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES AS AGAINST THE OTHER, TO THE FULLEST EXTENT OF THE LAW, THE RIGHT TO PURSUE ALL SUCH DAMAGES.

14. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (i) personally delivered; (ii) sent by a nationally recognized overnight delivery service providing a signed receipt; or (iii) sent by certified or registered mail, return receipt requested. All notices personally delivered or sent by a nationally recognized overnight delivery service shall be deemed effective when actually delivered as documented in a delivery receipt. All notices sent by certified or registered mail, return receipt requested, shall be deemed effective five (5) days after having been deposited in the United States mail. All notices shall be sent to the addressee at its address set forth following its name below:

To Operator:

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 Town:
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.

15. Representations and Warranties of Town. Town represents and warrants that:

- a. Town has all necessary permissions, authorizations and other legal authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against the Town in accordance with its terms, except as such obligation may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, and/or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; and
- b. The Town is a Florida municipal corporation, duly organized and in good standing, and authorized to conduct business in the State where the Property is located; and
- c. No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights to which the Town is currently a party conflicts with the Town's obligations or the Operator's rights under this Agreement, and the Town's entry into and performance of this Agreement will not cause any default under any of the foregoing; and
- d. As of the Effective Date, the Town has not entered into any other agreement with any other third person or entity for the installation of a system, or the installation of any type of device or devices which is or are the equivalent of, to, or as Systems, or which perform or performs the same or similar functions as the System to be installed hereunder. Furthermore, during the term of this Agreement, except in anticipation of termination or non-renewal, as provided for in this Agreement, the Town shall not negotiate or have any discussion with any other

third party or entity for the purposes of executing any agreement with said third party or entity for the installation of a system, or the installation of any type of device or devices which is or are the equivalent of, to or as Systems, or which perform or performs the same functions as the System to be installed hereunder by the Operator.

16. Representations and Warranties of Operator. Operator represents and warrants that:

- a. The Operator has all necessary permissions, permits, authorizations and other legal authority to enter into and perform its obligations under this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against Operator in accordance with its terms, except as such obligation may be limited by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, and/or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; and
- b. The Operator is a Pennsylvania limited partnership, duly organized and in good standing, and is, or will be as of the System Activation Date, authorized to conduct business in the State where the Property is located; and
- c. The Operator has been granted, or will be granted as of the System Activation Date, by all applicable federal, state and local authorities all applicable governmental approvals for Operator perform and deliver the Services to the Property as contemplated hereby and Operator is in full compliance with and has incurred no default or other violation of any of the provisions of any such approvals or any applicable telecommunications laws, rules, regulations, ordinances and/or agreements with any telecommunications authorities; and
- d. Operator is the sole owner or has a valid lease or license to all of the Equipment; and
- e. No agreement, easement, instrument, mortgage, encumbrance, or other document or grant of rights to which the Operator is currently a party conflicts with the Operator's obligations or the Town's rights under this Agreement, and the Operator's entry into and performance of this Agreement will not cause any default under any of the foregoing.

17. Assignment.

- a. Binding Effect and Assignment. This Agreement and all exhibits and addenda attached hereto shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Upon assignment, other than to a parent, affiliate or subsidiary, the Town may require the Operator to supply documentation showing that the Assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Operator under this agreement.
- b. Assignment Town. If the Town sells or otherwise conveys its ownership in the Property to any third party, then the Town shall cause the purchaser and/or transferee acquiring the Property to accept an assignment of all of the Town's interest hereunder and assume all of

the Town's respective obligations and responsibilities under this Agreement, and all attachments and exhibits hereto, as part of such sale or other conveyance. The Operator's easement rights and the rights afforded by virtue of the Owner Approvals pursuant to this Agreement, and all exhibits and addenda attached hereto, shall be incorporated in their entirety and made a part of any sale or conveyance documents.

18. **Force Majeure.** Neither party shall be liable for failure to perform all or part of this Agreement: by reason of Act of God, infectious disease (including pandemics), war, labor dispute, act of terrorism, civil riot(s) or disturbance(s), actions by third party service providers, non-delivery or inadequate performance by program or equipment suppliers (including but not limited to operation of the equipment within the manufacturer's specifications, inter-manufacturer operability problems and/or issues arising through the use or upgrade of manufacturer-provided software), installation contractors, local exchange carrier(s) or underlying network provider(s), or equipment suppliers, breakdown of networks, facilities, microwave or other electrical or physical signal interference, fire, flood, legal enactment, federal, state or local governmental order, rule or regulation prohibiting, interfering with, or making prohibitively costly the Operator's ability to provide the Services, or any other cause beyond their respective reasonable control.
19. **Confidentiality and Public Records.** This Agreement will remain confidential and shall not be disclosed to third parties, except as required by law. In the event that the Town documents or state law requires disclosure of the Agreement upon request, the Town shall have the right to make such disclosure, provided that the Operator shall be given reasonable prior notice of such disclosure.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	Lissette Perez
Mailing address:	1 Golden Beach Drive Golden Beach, FL 33160
Telephone number:	305-932-0744
Email:	lperez@goldenbeach.us

20. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If an arbitrator or court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one

and the same instrument. The individual signing on behalf of the named party personally warrants and represents that he or she is the duly authorized agent of that party with the authority to execute this Agreement on behalf of the party.

22. **Proprietary Information; Nondisclosure.** During the term of this Agreement and for a period of two (2) years thereafter, each Party will retain in confidence, and shall use its best efforts to require its managers, directors, officers, employees, consultants, representatives and agents to retain in confidence, any and all documents and information prominently labeled as "Confidential", "Proprietary Information" or similarly labeled (the "Proprietary Information"), except in the event that the Town documents or state law requires disclosure of the Agreement upon request, the Town shall have the right to make such disclosure.
23. **Subcontractors.** A Party may use a contractor of the Party, including, but not limited to an affiliate of the Party, to perform the Party's obligations under this Agreement, provided that a Party's use of a contractor shall not release a Party from any duty or obligation to fulfill the Party's obligations under this Agreement.
24. **Intellectual Property.**
- a. Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
 - b. Except as stated in Section 10 above, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
 - c. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
25. **Headings.** The headings used in this Agreement are inserted for convenience of reference only and

are not intended to limit, expand, be a part of or otherwise affect the construction or meaning of the principal document.

26. **Non-exclusive Remedies.** Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity, but no party shall be entitled to more than one recovery for the same damages.
27. **No Waivers.** A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
28. **Dispute Resolution.** The Parties desire to resolve certain disputes, controversies, and claims arising out of this Agreement without litigation. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach of the provisions governing confidentiality; or (ii) a suit, action or proceeding to compel either Party to comply with the dispute resolution procedures set forth in this Section, or otherwise seeking injunctive relief, the Parties agree to use the following alternative dispute procedure as their sole recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy, or claim to be resolved in accordance with this dispute resolution procedure. At the written request of a Party, each Party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any proceeding or lawsuit without the concurrence of both Parties. If the negotiations do not resolve the Dispute within thirty (30) days of their commencement or such negotiations do not commence within ten (10) days of request by the other Party in writing, then either Party shall be free to pursue all rights and remedies available at under this Agreement.
29. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. The proper jurisdiction and venue for any litigation arising out of this Agreement shall be a court of competent jurisdiction in the County where the Property is located, and all parties hereunder waive any and all jurisdictional defenses.
30. **Survival.** Sections 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 15, 17, 19, 22, 24, 26, 27, 28, 29, 30, 31, and 34 of this Agreement shall survive the termination of this Agreement.
31. **No Jury Trial.** THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS. THIS

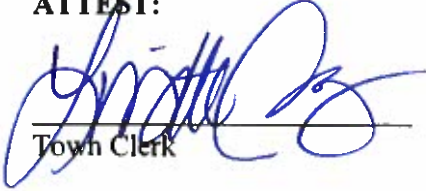
PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

32. **Exclusivity.** The Parties understand, acknowledge and agree that if, during the Term of this Agreement and any renewals hereof, laws or regulations are enacted or promulgated which prohibit the Town from granting or the Operator from obtaining the exclusive rights under this Agreement, then such rights automatically shall become non-exclusive, but only to the extent and only for so long as is required by such law(s) and regulation(s).
33. **Entire Agreement and Modifications.** This Agreement contains the entire understanding of the parties, who each affirm and represent that the person executing this Agreement has the authority to do so. This 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 Agreement shall be binding unless executed in writing by both Parties.
34. **Exhibits and Addenda.** The Parties recognize, acknowledge and agree that the exhibits and addenda to this Agreement ("Exhibits") are an integral part of this Agreement and the understanding of the Parties, and said Exhibits shall be binding upon and enforceable against each Party to the fullest extent of the law.
35. **Enforcement Costs.** In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing Party may recover from the other Party, in addition to other relief, all costs and expenses, including without limitation reasonable legal fees, and court costs, incurred by the prevailing Party.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have hereto caused this Communication Services Installation and Service Agreement to be executed as of the Effective Date.

ATTEST:



Town Clerk

TOWN:

Town of Golden Beach, Florida

By: _____



Glenn Singer, Mayor

Date: _____

8/24/2021

WITNESS/ATTEST:

Signature of Witness:




Maria Tyler, esq.
Print Witness Name

OPERATOR:

Hotwire Communications, Ltd.

By: Hotwire Communications, LLC, its
General Partner

By: _____


Kristin Johnson, Chief Executive Officer

Date: _____

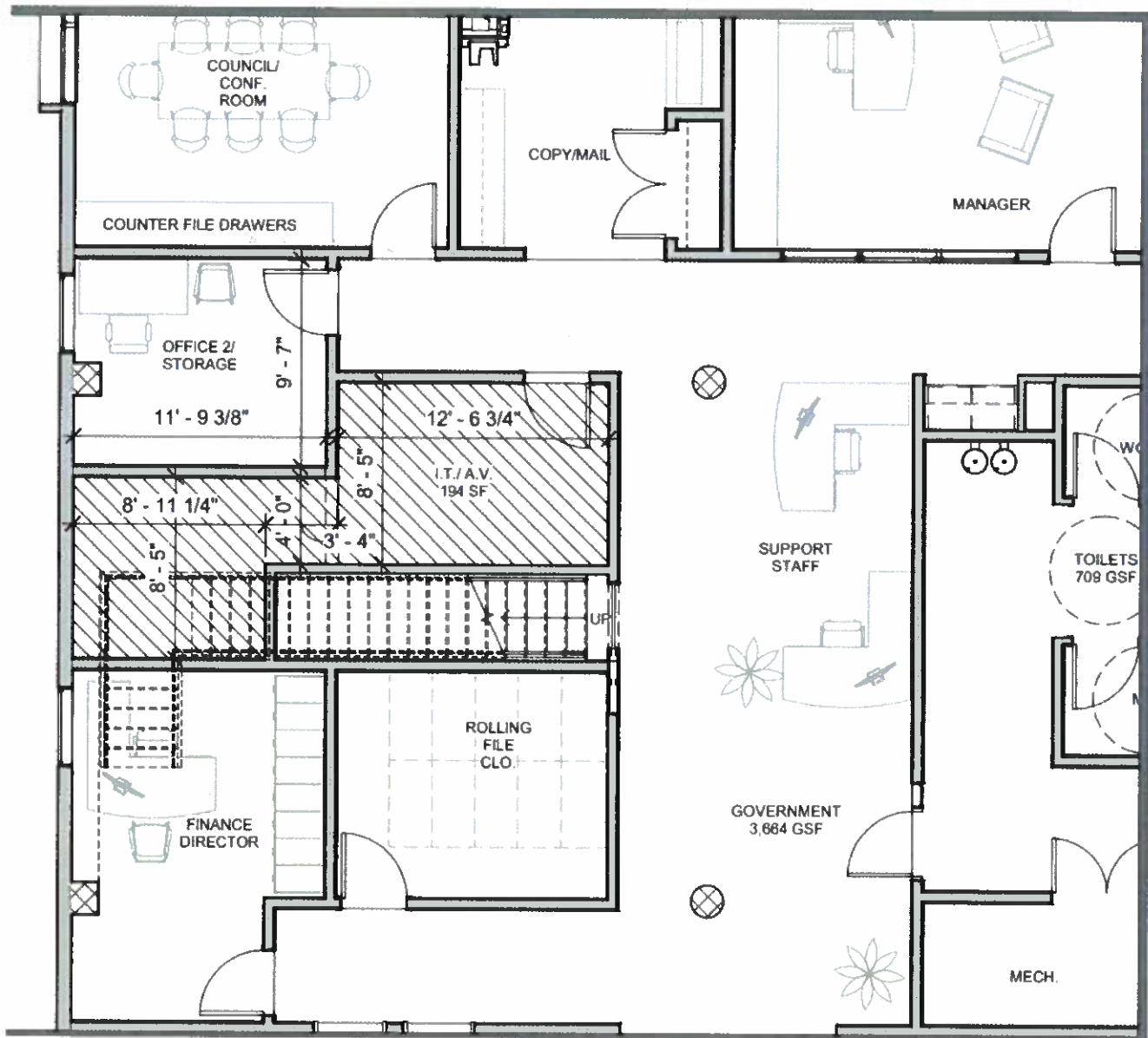
08/19/2021



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

ALL OF THE PUBLICLY AND PRIVATELY DEDICATED TRACTS AND PARCELS OF LAND WITHIN THE CONTROL OF THE TOWN OF GOLDEN BEACH AS ACCORDING TO THE PLATS THEREOF AS RECORDED AND/OR IDENTIFIED IN PLAT BOOK 8, PAGE 122, PLAT BOOK 9, PAGE 52, PLAT BOOK 10, PAGE 10, AND PLAT BOOK 10, PAGE 11 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"
DESCRIPTION OF PERMANENT LOCATION



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EXHIBIT "C"
GRANT OF TELECOMMUNICATIONS LICENSE

(ON FOLLOWING PAGE)

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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 Tyckina
Print Witness Name

"GRANTEE":

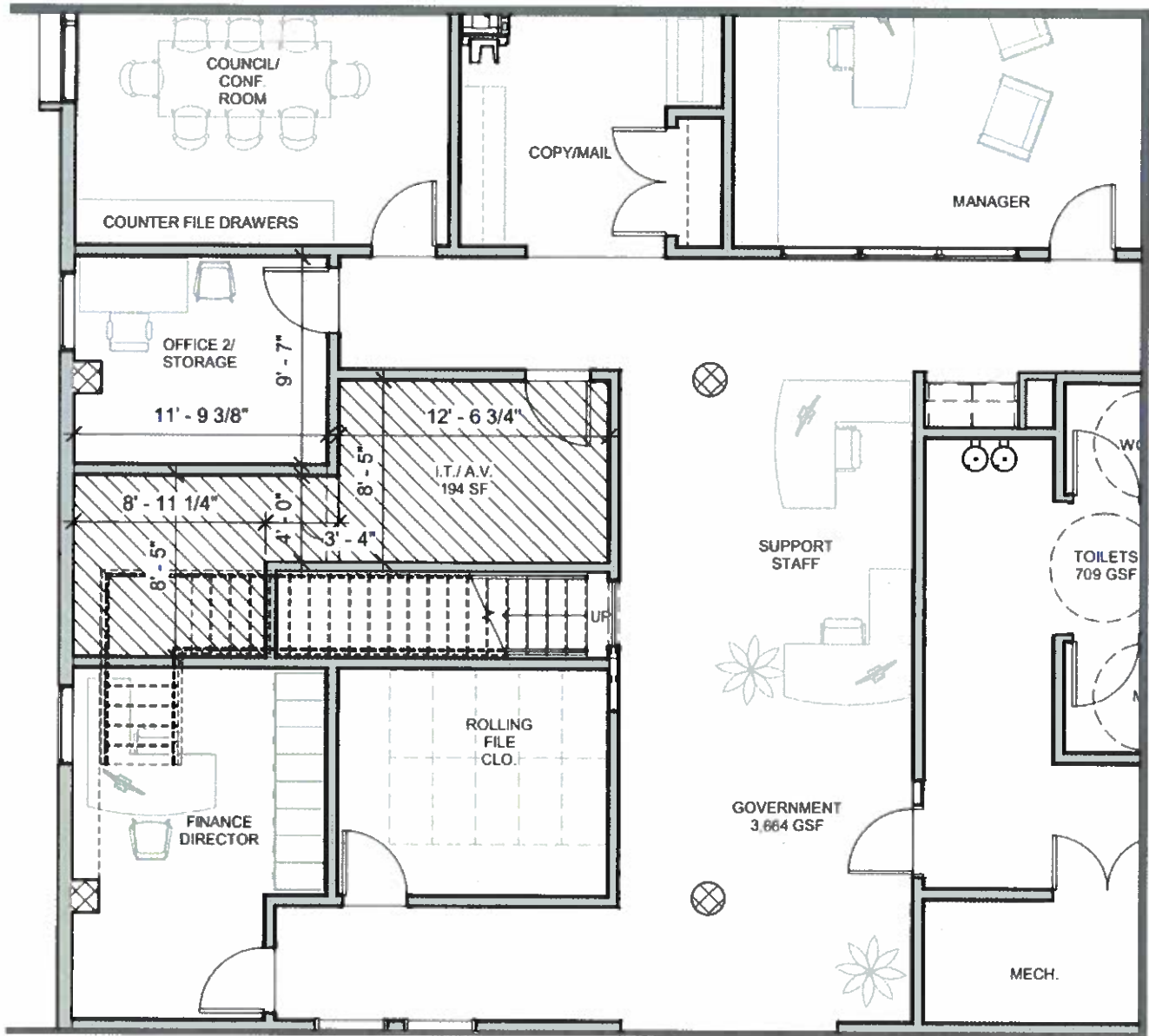
Hotwire Communications, Ltd.

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
+		
<p>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></p> <p>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</p>		

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

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Handwritten initials/signature