

LICENSE AGREEMENT

This LICENSE AGREEMENT is entered into on _____, 2018 ("Effective Date"), by and between CITY OF VENICE, a Florida municipal corporation, ("Licensor"), and, FIBERNET DIRECT FLORIDA LLC ("Licensee") (collectively the "Parties").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree to the following terms and conditions:

1. Space. Licensor grants to Licensee the non-exclusive right to use and Licensee hereby agrees to use for the term specified below, and upon all of the conditions set forth herein, that certain conduit owned by Licensor as further depicted in attached Exhibit "A" (the "Space").

2. Duration. The duration for this License shall be for ten (10) years commencing on the Effective Date and ending on ten (10) years therefrom.

3. Renewal Option. At the sole option of Licensee, this License shall be extended for an additional ten (10) year period upon written notification from Licensee to Licensor which written notification is received by Licensor at least ninety (90) days prior to the expiration of the License as detailed in Paragraph 2 hereof. Notwithstanding anything to the contrary herein, and subject to those provisions expressly intended to survive termination, upon thirty (30) days' prior written notice to Licensor, Licensee shall have the right to terminate this Agreement without penalty or further liability at any time during the initial term or any renewal hereof.

4. Use. The conduit shall be used and occupied by Licensee only for the use, maintenance, repair, replacement, and/or removal, at Licensee's expense, of Licensee's fiber optic cable and associated equipment as located in the conduit on the Effective Date of this License (the "Authorized Use") and shall not be used for any other use or purpose without proper express written consent of the Licensor. Licensee and its authorized personnel shall be entitled to twenty-four (24) hours, seven (7) days per week access to the Space and the appropriate areas adjacent and contiguous to the Space to perform any activities required to be undertaken for, or that are consistent with, the Authorized Use. Licensee shall provide Licensor with reasonable advance notice prior to accessing the Space and adjacent areas except that notice shall not be required in the event of an emergency. Licensee shall not do anything therein or thereon deemed hazardous or which use unreasonably interferes with Licensor's daily and customary operations. Violation of these terms and conditions shall constitute an immediate default of this License by the Licensee. Licensee shall abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective regulatory agencies having any jurisdiction over the conduit. Licensee shall have sole and exclusive obligation to maintain and make repairs to the fiber optic cable and associated equipment placed within the conduit. Licensor shall have the obligation to maintain the conduit during the term of this License Agreement including any renewal period.

5. Indemnity. Licensee shall indemnify and save Licensor harmless from all fines, suits, proceedings, claims and actions of any kind by Licensee or any other person arising by reason of any act or neglect on the part of Licensee. Licensor shall be liable for damages caused

by Licenser or its employees, contractors, or agents including, but not limited to, any damage caused by Licenser's failure to discharge its duty to repair the conduit which is the subject of this License. Licenser, however, shall not be liable to Licensee for damage caused by an Act of God or otherwise resulting from a cause wholly beyond the control of Licenser. Licensee shall defend any and all actions, suits or proceedings which may be brought against Licenser or in which Licenser may be implicated or joined with others arising out of or in any way associated with Licensee's use or occupancy of the conduit and shall satisfy, pay and discharge any and all judgments, order and decrees that may be recovered against Licensee or Licenser in any such action or proceedings. Licensee shall not be liable for losses resulting from injury and damage that results from the Licenser's negligence or failure to maintain or repair the conduit.

6. Successors and Assignment. Upon no less than thirty (30) days' prior written notice, Licensee may assign this Agreement and its other rights hereunder (including, without limitation, its right to renew) to any person or business entity that is an "affiliate" of Licensee without the prior consent of Licenser. For purposes of this Section 6, "affiliate" shall mean any entity that is controlled by, controlling or under common control with Licensee, or which purchases all or substantially all of the assets of Licensee. Licensee shall not otherwise assign, sublicense or sublet this Agreement without the prior written consent of Licenser, which consent shall not be unreasonably withheld, conditioned or delayed.

7. Entire Agreement. Except for the Settlement Agreement executed contemporaneously herewith, this Agreement contains all of the agreements and understandings between the Parties hereto with respect to the use of the conduit, and no oral agreements or written correspondence shall be held to affect the provisions hereof. All subsequent changes and modifications, to be valid, shall be by written instrument executed by Licenser and Licensee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized officers.

WITNESSES:

LICENSOR:

CITY OF VENICE, a Florida municipal corporation

Print Name:_____

By:_____

Print Name:_____

As its:_____

Print Name:_____

Executed on this ____ day of _____, 2018.

WITNESSES:

Print Name: _____

Print Name: _____

Executed on this ____ day of _____, 2018.

LICENSEE:

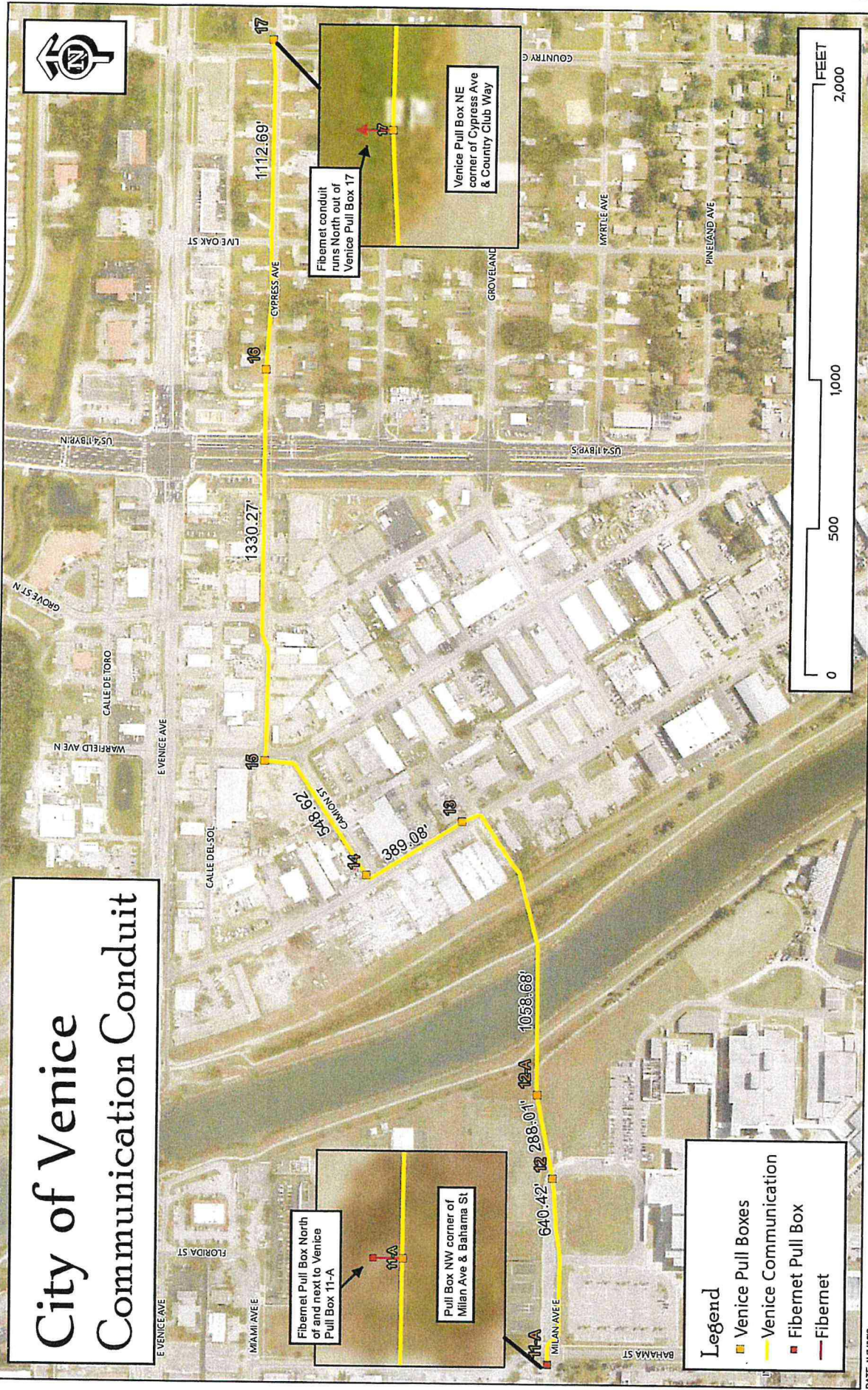
FIBERNET DIRECT FLORIDA LLC

By: _____

Print Name: _____

As its: _____

City of Venice Communication Conduit



DATE: 1/7/2018

EXHIBIT
"A"