

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT (“Agreement”), dated as of March 6, 2018, between Sunesys, LLC (“Company”) and the customer identified below (“Licensee”), sets forth the terms and conditions under which Company, and one or more of its “Affiliates” (as defined below), may issue licenses to Licensee to use (1) Company’s SunE™ switched Ethernet, SunEP™ managed private Ethernet, and SunWave™ private wavelength (collectively, “Lit Fiber”); (2) Company’s SunColo™ collocation space (“Collocation”); (3) Company’s SunDF™ dark fiber (“Dark Fiber”), and/or (4) Company’s SunIP™ Internet access (“Internet Access”), each as more fully described in the applicable Facility Guide. Lit Fiber, Collocation, Dark Fiber and Internet Access are sometimes individually referred to below as a “Facility” and collectively as the “Facilities.” The Facility Guides attached to this Agreement only apply to the extent that Licensee has entered into a License to use the Facility described in the applicable Facility Guide. To the extent that Facility Guides pertaining to certain of the Facilities offered by Company are not made a part of this Agreement as of the Effective Date, they may be added by amendment, when and if the Licensee elects to license one of those Facilities. Company and Licensee may be referred to as the “Parties” or individually as a “Party.” “Affiliate” means, with respect to a Party to this Agreement or a License, any person or entity which directly or indirectly controls, is controlled by or is under common control with the referenced Party.

This Agreement consists of this cover page (“Cover Page”), the General Terms and Conditions attached hereto (“Terms and Conditions”), any written amendments executed by the Parties (“Amendments”), the Facility Guides attached hereto or subsequently added by way of an Amendment (each a “Facility Guide”) and any and all licenses (each a “License”) executed by the Parties. This Agreement is effective the date it is countersigned by Company as indicated below (the “Effective Date”).

Licensee:
Perris Union High School District
155 East Fourth St.
Perris, CA 92570

Licensee’s use of Facilities is also subject to Company’s Acceptable Use Policy, Company’s Privacy Policy and such other policies (collectively the “Policies”) posted at Company’s website located at <http://sunesys.com>. Facilities may not be transferred.

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THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES BELOW, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SUNESYS, LLC

PERRIS UNION HIGH SCHOOL DISTRICT

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

Effective Date

Date

Applicable Attachments:

- Attachment 1: General Terms and Conditions
- Attachment 2: Lit Fiber Facility Guide
- Attachment 3: License Form

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C.
Fibernet Direct Florida LLC.
Fibernet Direct Texas LLC.
Access Fiber Group, Inc.
Wilshire Connection, LLC
Lighttower Fiber Networks II, LLC

-Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin
-Florida , Georgia
-Louisiana, Oklahoma, Texas
-Alabama, Missouri, Tennessee
-California
-Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia

ATTACHMENT 1

GENERAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT.

1.1 General. In accordance with the terms and conditions of this Agreement, Company shall provide the use of certain Facilities to Licensee as specified in one or more Licenses executed and delivered by the Parties.

1.2 Agreement Term. The initial term of this Agreement (“**Initial Term**”) shall begin as of the Effective Date and shall continue in effect for three (3) years, unless earlier terminated in accordance with this Agreement. After the expiration of the Initial Term, this Agreement shall be automatically renewed for additional one (1) year terms (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) unless either Party gives the other notice of intention not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term or Renewal Term then in effect. The terms and conditions of this Agreement shall continue to apply to each License executed and delivered hereunder, notwithstanding the earlier termination or expiration of this Agreement, until the expiration or earlier termination of the last License Term (as defined in Section 2.4 below).

2. LICENSE PROCESS.

2.1 License Contents. Licenses shall identify at a minimum: (a) the Facility(s) Licensee will use; (b) the Initial License Term (as defined in Section 2.4 below); (c) a requested target delivery date; and (d) applicable non-recurring and recurring charges (together with any other taxes, fees, costs, charges, reimbursements and expenses expressly contemplated in this Agreement, collectively, “**Charges**”) for each Facility. Licenses shall be memorialized using the License form attached hereto or such other form approved by Company from time to time. Unless otherwise provided in a License, Company may choose the equipment or facilities constituting the Facilities and may substitute, change or rearrange any such equipment or facilities at any time or from time to time as long as the Facility quality or type of Facility is not materially impaired or changed.

2.2 Grant of License. Company grants to Licensee and Licensee accepts from Company a license to use each Facility that is the subject of a fully executed License solely on the terms and conditions of this Agreement, including each applicable License. A License shall become binding on the Parties when it is signed and delivered by both Parties. When a License becomes effective it shall be deemed part of, and shall be subject to, this Agreement. Nothing in this Agreement shall be construed to obligate either Party to execute any Licenses.

2.3 Commencement Date. Except as otherwise agreed to in the applicable License, Charges shall begin to accrue on the “**Commencement Date**” as determined consistent with Section 6.1. No failure of performance or delay attributable to Licensee or Licensee’s employees, agents, or contractors (collectively, “**Representatives**”), or any failure, incompatibility, or unavailability of Licensee’s equipment, facilities, or systems not provided by Company, shall delay the Commencement Date or otherwise excuse Licensee from making payment for a Facility at such time as Company would be ready to provide the Facility, regardless of whether Licensee is ready to use the Facility. Company shall not incur liability of any kind for delays or inability to install a Facility based on acts or omissions of Licensee, its Representatives or end users.

2.4 License Term.

(a) The initial term for which Licensee shall pay for and Company shall provide each Facility shall be as indicated in the applicable License (“**Initial License Term**”). The Initial License Term shall commence on the Commencement Date for the applicable Facility (or if more than one Facility is the subject of a License, and the License does not indicate that Facilities have separate License Terms, upon the last Commencement Date for any Facility). Upon the expiration of the Initial License Term for any particular Facility, the Initial License Term for each Facility shall renew on the terms set forth in the License (each a “**Renewal License Term**”). The Initial License Term, together with

any Renewal License Terms, shall be referred to collectively as the “**License Term**.”

(b) Upon the expiration or earlier termination of the License Term, Licensee shall cease using the applicable Facility, all of Licensee’s rights in the applicable Facility shall automatically terminate and revert to Company, and neither Licensee nor Company shall have any further obligations relating to that Facility except for any unpaid charges or defaults not cured prior to the expiration or earlier termination of the applicable License Term, and other obligations that expressly survive expiration or other termination of this Agreement or the applicable License.

2.5 Affiliate Licenses. Company’s Affiliates shall be permitted to execute Licenses hereunder. In that case such Company Affiliate executing the License shall be bound by the terms and conditions of this Agreement as if such Affiliate were a signatory hereto for each Facility described in such License and all references to “Company,” “Party” or “Parties” shall be deemed to refer to such Affiliate when reasonably appropriate under the circumstances. In such event, the Company Affiliate executing the License shall be solely responsible for all rights and obligations arising hereunder and thereunder and neither Sunesys, LLC nor any other Company Affiliate shall have any liability whatsoever in connection with any such Company Affiliate License(s).

2.6 Other Users. Nothing in this Agreement shall preclude Company or any Company Affiliate from using Company’s systems or fiber network (collectively, “**System**”) or Company’s other equipment or facilities to provide Facilities to third parties (including through the license of Facilities to other licensees).

3. LICENSEE RESPONSIBILITIES.

3.1 Use of Facilities by Licensee. Licensee shall not, nor permit others to, use any Facility for any unlawful purpose or in any unlawful manner and all use of Facilities by and through Licensee will at all times comply with all applicable laws, regulations, Policies, and Company’s written and electronic instructions for use.

3.2 Licensee Equipment. Licensee shall, at its own expense, procure and configure any Licensee equipment necessary to implement or use the Facilities, unless otherwise set forth in the applicable License. Licensee shall ensure that all such Licensee equipment complies with Company’s specifications for use of Facilities, and do not interfere with or impair the System or any equipment or facilities of Company or of other licensees. Company reserves the right, at its option and without penalty of any kind, to suspend Licensee’s use of any Facilities if any Licensee equipment or facilities do not comply with the foregoing provisions.

3.3 Licensee Facilities.

(a) Licensee shall furnish or arrange to have furnished to Company, at no charge to Company, such environment, space, and/or electrical power within Licensee’s premises as required by Company to install, operate, maintain, repair, replace, and remove any Facility under this Agreement. If Company has reasonably incurred any costs or expenses in installing or preparing to install any Facility that it otherwise would not have incurred, Licensee shall be responsible for all associated reasonable costs and expenses. Licensee shall ensure that Company has such access to Licensee’s premises as necessary for Company to perform its obligations under this Agreement.

(b) As between Company and Licensee, the System and all equipment and facilities provided by Company shall be and remain Company’s property at all times. Licensee shall not tamper with, remove or conceal identifying plates, tags, or labels on the System or any such Company equipment and facilities showing the ownership interest of

Company. Licensee shall take no action that directly or indirectly impairs Company's title to, or that imposes any claim, lien, or encumbrance on, the System or Company's equipment or facilities. Company may remove Company's equipment and facilities from Licensee's premises upon expiration or earlier termination of the applicable License Term.

(c) Licensee shall reimburse Company for any damage to Company's equipment or facilities caused by: (i) the acts or omissions of Licensee, its Representatives or end users; (ii) malfunction of any equipment or facilities not provided by Company and used by Licensee or Licensee's Representatives or end users in connection with any Facility; or (iii) fire, theft or other casualty on the premises of Licensee.

(d) Except as the context otherwise requires, any references to Company's "facilities" or "equipment" in this Agreement shall include, but not be limited to, any facilities, equipment, and other assets (including fiber or any other portion of the System) constituting the Facility licensed hereunder.

(e) Licensee shall at its sole cost and expense promptly remediate any release of a Hazardous Substance resulting from Licensee's activities or operations. "**Hazardous Substances**" shall include any pollutant, toxic substance, element, compound, chemical, waste, or other material (including but not limited to petroleum hydrocarbons, asbestos, lead paint, and radon gas) that is regulated by any federal, state, or local statute, ordinance, order, or action, or that presents a risk to human health or the environment.

3.4 Licensee Authorizations for Use of Facilities. Licensee, at its sole cost and expense, shall obtain and maintain any and all necessary easements, licenses, permits, franchises and other approvals that may be required by any property owner or licensor, or any federal, state, local or tribal law, statute, regulation or ordinance, as the same may now or in the future be applicable to Licensee's use of the Facilities as provided in this

Agreement.

3.5 No Unauthorized Access to Company Property. Licensee shall not, nor permit others to, rearrange, disconnect, remove, attempt to maintain, repair or otherwise touch or access any part of the System or any Company equipment or facilities, without the prior written consent of Company, which consent may be withheld in Company's sole discretion. Any access granted by Company shall be upon the terms and conditions specified by Company including requiring that a Company employee or contractor be present at Licensee's expense. Licensee will indemnify, defend and hold the Company and its Affiliates harmless from any penalties associated with, or damages caused by, any such authorized or unauthorized access to the System, or any Company equipment or facilities.

4. REQUIRED RIGHTS; MAINTENANCE.

4.1 Required Rights. At Company's sole cost and expense, Company will use commercially reasonable efforts to obtain and maintain in full force and effect during the applicable License Term all applicable authorizations, leases, licenses, easements, rights-of-way, franchises, approvals, permits and other governmental and private property rights necessary for Company to lawfully construct, install, maintain and repair the Company's equipment, facilities and System that support Facilities licensed to Licensee (collectively, the "**Required Rights**"). Each License and associated license granted to Licensee is subject to all Required Rights terms, conditions, limitations, restrictions and reservations, and Licensee shall not engage in any activity that impairs or adversely affects any Required Rights.

4.2. Loss of Required Rights. If Company fails to obtain or cause to remain effective throughout the applicable License Term all Required Rights for the Facility, and such failure actually and materially interrupts Licensee's use of a Facility, either Party may terminate the affected Facility upon written notice. In the event of such termination, any Charges for that Facility shall abate from the effective date of termination and any previously

paid recurring Charges attributable for any period beyond such date shall be returned to Licensee. So long as Company had used commercially reasonable efforts, Company's failure to obtain or cause to remain effective Required Rights does not constitute a breach of this Agreement or any License.

4.3 Maintenance. Company shall be solely responsible for the maintenance of equipment and facilities owned or otherwise controlled by Company, and Company shall use commercially reasonable efforts to maintain such facilities and equipment in accordance with Company's standard practices (which shall not deviate in any material respect from standard industry practices). All maintenance is included in the Charges set forth in the applicable License, except to the extent that the need for the maintenance or repair was caused by the acts or omissions of Licensee or its Representatives in which case Licensee shall reimburse Company's costs and expenses incurred in performing the same.

5. REGULATORY CHANGES. The Parties agree that in the event of any decision after the Effective Date by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions of this Agreement or Company's ability to provide Facilities on the terms of this Agreement or the applicable License, Company may, by providing written notice to the Licensee, require that the affected provisions of this Agreement or the applicable License be renegotiated in good faith. If the Parties cannot reach resolution on new Agreement terms, Company may, in its sole discretion, terminate without penalty the affected Facilities, in whole or in part, upon written notice to Licensee.

6. PAYMENT TERMS.

6.1 Charges.

(a) Recurring Charges. Except as otherwise agreed to in the applicable License, the "Acceptance Date"

shall be as determined under the applicable Facility Guide. Monthly recurring Charges for a Facility are due beginning on the first day of the month following the month in which the Acceptance Date occurs, and on the first day of each subsequent month thereafter (the date that monthly recurring Charges first become due as just provided, the "Commencement Date").

(b) Non-Recurring Charges. Non-recurring Charges (e.g., installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees) are due in full as of the Commencement Date, or as otherwise provided in the License.

(c) Certain Payment Terms. Licensee agrees to pay all undisputed Charges on or before the date that is thirty (30) calendar days after receipt of invoice ("Due Date"). If payment is not received by Company on, or disputed in good faith by Licensee by, the next business day after the Due Date, the balance due shall be subject to an interest charge on delinquent amounts at the lower of one and one-half percent (1½%) per month, or the highest rate permissible at law, until paid. The amounts due to Company hereunder are due and payable without set off. Partial payment of any bill will be applied to the Licensee's outstanding Charges and accrued interest as determined by Company. No acceptance of partial payment by Company shall constitute a waiver of any rights to collect the full balance owed under this Agreement.

6.2 Pricing Adjustments after Initial Term. Unless a License expressly contemplates one or more Renewal License Terms and associated recurring Charges that would apply during any such renewal(s), effective at any time after the end of the Initial License Term for any Facility and from time to time thereafter, Company may modify the recurring Charges for such Facilities on thirty (30) days prior written notice to Licensee. Licensee will have thirty (30) days from receipt of such notice to cancel the applicable Facility without further liability. Should Licensee fail to cancel within this timeframe, Licensee will be deemed to have accepted the modified Facility pricing.

6.3 Taxes and Surcharges. Any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, levies, surcharges, duties, fees, state and federal universal service fund surcharges, TRS fund surcharges or other tax-related surcharges, chargeable to or against Company because of Facilities provided to Licensee, including any charges mandated or imposed on Company by regulatory agencies or others shall be charged to and payable by Licensee in addition to the Charges; provided, however, if Licensee believes it is exempt from any of the foregoing, Licensee will provide Company with an exemption certificate acceptable to Company evidencing such claimed exemption with or prior to Licensee's submission of its initial License and thereafter within thirty (30) days of the Licensee's exemption filing made with the appropriate federal or other regulatory agency. Exemption certificates will not be applied retroactively to Charges billed prior to the date the exemption certificate is received by Company and Company will not refund any payments for taxes and other surcharges made to Company even if Licensee was eligible for an exemption from those taxes or surcharges. Licensee shall indemnify, defend and hold harmless Company against any Liabilities (as defined in Section 9 below) suffered by Company arising out of any exemption claimed by Licensee, including, without limitation, any attachments, fines or penalties.

6.4 Third Party Services. Unless otherwise set forth in a Facility Guide or a License, Licensee is solely responsible for coordination of and payment for all applications, equipment, products and services of whatever nature received by Licensee from a third party ("**Third Party Services**").

6.5 Extraordinary Charges. Company may invoice and Licensee shall be responsible for paying any fees, costs, charges and expenses reasonably incurred by Company beyond those normally associated with the Facilities that are the direct result of: (a) receipt of inaccurate information from Licensee; (b) reinstallation charges following any

suspension of Licensee's use of a Facility for cause by Company; or (c) Licensee's request for Company's on-site assistance with respect to Licensee equipment problems or outages if Company determines that the problem or outage was not a result of Company's System, equipment or facilities.

6.6 Disputed Bills. If Licensee disputes in good faith any portion of an invoice, Licensee shall pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Licensee's claim, to Company for the disputed amount of the invoice by the Due Date. The Parties shall negotiate in good faith to resolve any billing dispute. In the event that such dispute cannot be resolved, the Parties agree to comply with the Dispute resolution procedures set forth in Section 12 below.

7. **DEFAULT AND REMEDIES.**

7.1 Event of Default. The following shall constitute events of default ("**Default**") under this Agreement:

(a) By Licensee.

(i) Licensee's failure to pay any invoice or other amount due within ten (10) days after Licensee's receipt of notice that a payment is past due (provided, however, that Licensee shall only have the right to cure such late payment one (1) time in any twelve (12) month period); and

(ii) Licensee's breach of any material term of this Agreement or a Policy (other than payment terms) where such breach remains uncured for more than thirty (30) days from the date of Licensee's receipt of notice thereof, provided, however, if such breach is not capable of cure within such thirty (30) day period, if Licensee fails to commence to cure such breach or thereafter diligently pursue completion of such cure; or

(b) By Company. Company's breach of any material term of this Agreement where such breach remains uncured for more than thirty (30) days from

the date of Company's receipt of notice thereof provided, however, if such breach is not capable of cure within such thirty (30) day period, if Company fails to commence to cure such breach or thereafter diligently pursue completion of such cure.

7.2 Remedies on Default.

(a) Company's Remedies. Upon any Default by Licensee, Company may, in its sole discretion and without waiving any other rights or remedies available to it, do any or all of the following: (i) suspend or terminate Licensee's use of Facilities (either completely or only with respect to any affected License) and recover reconnection fees and other costs if applicable; (ii) apply or enforce any deposit/payment assurance and/or enforce any security interest provided by Licensee; and/or (iii) pursue any other remedies available at law or in equity not limited by the express terms of this Agreement.

(b) Licensee's Remedies. Upon any Default by Company, unless the Agreement stipulates a remedy as being the sole remedy available to Licensee for the Default in question, Licensee may terminate the affected Facility without further liability to Company.

8. WARRANTIES; LIMITATIONS OF LIABILITY.

8.1 Exclusion of Warranties. THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES PROVIDED BY COMPANY WITH RESPECT TO THIS AGREEMENT AND FACILITIES PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FOR A PARTICULAR USE AND NON-INFRINGEMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY

THIRD PARTY SERVICES. Without limiting the generality of the foregoing, and except as expressly otherwise stated in this Agreement, Company does not warrant that the Facilities licensed to Licensee hereunder will be uninterrupted, error-free, or free of latency or delay, that the Facilities will meet Licensee's requirements, or that the Facilities will prevent unauthorized access by third parties. All Facilities are licensed "as is" and "with all faults" unless otherwise specified in writing.

8.2 Limitations of Liability. Notwithstanding any contrary provision herein, Company's total aggregate liability arising out of any License, including, without limitation, any delays in installation, commencement, or restoration of Licensee's use of a Facility, accidents, omissions, outages or interruptions or errors or defects in transmission shall not exceed three months' monthly recurring Charges for the affected Facility under the applicable License from which the liability arises. Without limiting the generality of the foregoing, Company shall have no obligation to provide alternative routing with respect to any Facility provided pursuant to this Agreement. In no event shall Company be liable in any way to any of Licensee's customers or end users.

8.3 No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY OUTAGES OR INCORRECT OR DEFECTIVE TRANSMISSIONS OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, BUSINESS INTERRUPTIONS OR BUSINESS OPPORTUNITIES OR GOODWILL) RELATING TO OR ARISING FROM LICENSEE'S USE OF FACILITIES UNDER THIS AGREEMENT, OR OTHERWISE RELATING TO THE PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES

MIGHT BE INCURRED. DAMAGES PAID BY LICENSEE TO ANY THIRD PARTY SHALL BE CONSIDERED INDIRECT DAMAGES FOR THE PURPOSES OF THIS PROVISION. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THIS AGREEMENT. In no event shall Company be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software or loss thereof; (ii) any act or omission of Licensee, its Representatives, end users or third parties; (iii) interoperability, interaction or interconnection of the Facilities with Third Party Services; or (iv) loss or destruction of any Licensee hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Licensee acknowledges that it has been advised to back up all data, files and software prior to the Commencement Date of each Facility and at regular intervals thereafter.

9. INDEMNIFICATION.

(a) Subject to the terms, conditions and limitations of this Agreement, Company agrees to defend, hold harmless, and indemnify Licensee, its Affiliates, and their respective employees, directors, officers and agents (“**Licensee Indemnitees**”) from and against all claims, actions, damages, and/or liabilities, together with any and all losses, fines, penalties, costs, and expenses, including, without limitation, fines and penalties imposed by governmental entities (collectively, “**Liabilities**”) suffered by any third party and proximately caused by the negligence or willful misconduct of Company, or of Company’s directors, officers, employees, contractors, or agents.

(b) Subject to the terms, conditions and limitations of this Agreement, Licensee agrees to defend, hold harmless, and indemnify Company, its Affiliates, and their respective employees, directors, officers and agents (“**Company Indemnitees**”) from and against all Liabilities suffered by any third party and proximately caused by the negligence or willful misconduct of Licensee, or of Licensee’s

directors, officers, employees, contractors, or agents.

(c) Notwithstanding the foregoing, a Party’s obligation to indemnify the other Party and the other Party’s Indemnitees shall be reduced to the extent, and in the proportion, that any such Liabilities have been proximately caused by the negligence or willful misconduct of the other Party or the other Party’s Indemnitees.

10. INSURANCE.

10.1 General Insurance. During the Term of this Agreement (including the duration of any License in effect after expiration or termination of the Term), both Parties shall, at their own expense, provide and keep in full force and effect the following liability insurance policies (purchased from and maintained with companies rated AX or better by Best’s Key Rating Guide), and each Party shall name the other Party as an additional insured on the commercial general liability and automobile liability policies:

(a) Commercial general liability insurance including coverage for (i) premises/operations, (ii) independent contractors, (iii) products/completed operations, (iv) personal and advertising injury, (v) contractual liability covering the indemnification obligations of this Agreement, and (vi) explosion, collapse, and underground hazards, in each case with combined single limit of at least \$5,000,000.00 each occurrence or its equivalent (which may be met by a combination of primary and excess or umbrella policies);

(b) Worker’s compensation insurance in amounts required by applicable laws and employer’s liability insurance with a limit of at least \$1,000,000.00 each accident; and

(c) Automobile liability insurance, including coverage for owned/leased, non-owned or hired automobiles with combined single limit of at least \$1,000,000.00 for each accident.

10.2 Insurance Cancellation. All such policies will contain a provision that the insurance carrier will provide at least 30 days’ prior written notice of

cancellation, except for non-payment of premium, to the other Party, and all such policies will be verified with an insurance certificate furnished promptly after the Effective Date. These insurance obligations will not relieve a Party of any of its obligations under this Agreement.

10.3 Waiver of Subrogation. Except as provided in Sections 3.3(c), 3.5 and 4.3 above, each Party waives all other recovery rights against the other Party and against the other Party's officers, directors, stockholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors, in each case for any loss arising from any cause covered or that could be covered by fire, extended coverage, "all risks," or other insurance required under this Agreement, whether existing now or in the future, irrespective of whether such insurance was required under this Agreement. Each Party will obtain, from the insurance companies providing the coverage required by this Agreement, a waiver of subrogation against the other Party consistent with this subsection.

11. **CONFIDENTIALITY.**

11.1 Pre-Existing Agreement Controls. If the Parties have executed a non-disclosure or confidentiality agreement and such agreement remains in force, the terms of that agreement shall apply. If the Parties have not executed a non-disclosure or confidentiality agreement or such agreement lapses, terminates or expires, each Party agrees to limit use and prevent disclosure of the other Party's Confidential Information (as defined in Section 11.3 below) in accordance with this section.

11.2 Limitations on Disclosure and Use. All Confidential Information disclosed by a Party (the "**Disclosing Party**") shall be kept by the receiving Party (the "**Receiving Party**") in strict confidence and shall not be disclosed to any third party or used for any purpose other than as expressly contemplated in this Agreement without the Disclosing Party's prior express written consent which may be withheld in the Disclosing Party's sole discretion. Notwithstanding the foregoing,

such information may be disclosed (a) to the Receiving Party's attorneys, auditors, bankers and similar advisors (collectively, "**Advisors**") and Representatives who have a need to know for the purpose of performing under this Agreement (provided that in all cases the Receiving Party shall take appropriate measures prior to disclosure to its Advisors and Representatives to assure against unauthorized use or disclosure); or (b) as otherwise authorized by this Agreement. The Receiving Party agrees to treat the Disclosing Party's Confidential Information in the same manner as the Receiving Party treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

11.3 Definition. "**Confidential Information**" means all information regarding the Disclosing Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the Receiving Party to be proprietary or confidential information under the circumstances. Without limiting the generality of the foregoing, Confidential Information shall include, without limitation, even if not marked, this Agreement, all Licenses, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, and network operation information (including without limitation information about outages and planned maintenance).

11.4 Exceptions. Notwithstanding the foregoing, Receiving Party's confidentiality obligations hereunder shall not apply to information disclosed to it by the Disclosing Party that: (a) is already known to the Receiving Party without a pre-existing restriction as to disclosure and use; (b) is or becomes publicly available without the Disclosing Party's fault; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure and use; (d) is approved for release by the prior written authorization of a duly authorized representative of the Disclosing Party; (e) is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or

(f) is required to be disclosed by law or regulation in which case the Receiving Party shall provide as much advance notice to the Disclosing Party, unless prohibited by law, as is practical under the circumstances to allow the Disclosing Party an opportunity to take appropriate steps to protect the Confidential Information.

11.5 Remedies. Each Party acknowledges that breach of this Section 11 would cause irreparable harm and damage to the other Party. Accordingly, each Party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 11, including, but not limited to, injunctive relief.

11.6 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Section 11 shall survive the expiration and termination of this Agreement for a period of two (2) years (or such longer period as may be required by law in the case of trade secrets).

12. **DISPUTE RESOLUTION**. Except as otherwise provided herein, any dispute, controversy, or claim (“**Dispute**”) arising out of or related to this Agreement shall be resolved in accordance with the procedures set forth in this Section. Upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party’s receipt of such request, a designated representative who has authority to negotiate settlement of the Dispute, and the Parties shall attempt in good faith to negotiate a resolution of the Dispute. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days, either Party may pursue other remedies available at law or equity not limited by the express terms of this Agreement.

13. **NOTICE**.

13.1 Notice Addresses. Unless otherwise provided in this Agreement, and except for payments which shall be sent to the address indicated on Company’s invoices, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:

(a) If to Licensee, to Licensee’s address indicated on the Cover Page.

(b) If to Company:

Sunesys, LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: General Counsel – SCN

with a copy to:

Sunesys, LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contracts Management

13.2 Notice and Delivery. Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, or by commercial overnight delivery service and shall be deemed served or delivered to the addressee when received or refused at the address` for notice specified above (or such other address as a Party might indicate by way of a notice delivered consistent with this Section 13) when hand delivered, two business days after deposit in the U.S. Mail, or on the next business day after being sent by overnight delivery service.

14. BUILDING ENTRY RIGHTS; RELOCATION.

14.1 Building Entry Rights. The Party indicated in a License shall be responsible for obtaining, at no cost to the other, rights to allow Company to: (a) enter buildings where the termination points for the fiber portion of the System will be located, (b) bring fiber from the public right of way into those buildings, and (c) use fiber conduits and risers within any such buildings (collectively, “**Building Entry Rights**”). To the extent that it is necessary to obtain Building Entry Rights, the Parties will assist each other in obtaining the Building Entry Rights and the Party responsible for obtaining such rights will reimburse the assisting Party for any

costs which the non-responsible Party reasonably incurs in doing so. Where a License indicates that Company is responsible for obtaining Building Entry Rights, if the Parties elect to execute a License before Company has secured all Building Entry Rights, then any Commencement Date commitment shall be extended as reasonably necessary to reflect any delays in obtaining Building Entry Rights.

14.2 Relocation.

(a) If Company is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Required Right, (iii) by any other person having the authority to so require (each a “**Relocating Authority**”), or (iv) by the occurrence of any Force Majeure Event, to relocate any portion of a System that supports a Facility, Company will have the right to either proceed with such relocation, including the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Company will keep Licensee fully informed of determinations made by Company in connection with any such relocation. Company shall endeavor to provide Licensee no less than sixty (60) days’ prior written notice of any relocation, and in any event, as much advance notice as is commercially feasible under the circumstances.

(b) For Lit Fiber Facilities, Company shall pay for the costs of any relocation required by this Section 14.2. For Dark Fiber Facilities, Company, Licensee and any other Company customers using the portion of the System being relocated pursuant to Section 14.2 shall pay their “Pro Rata Share” of the cost of such relocation that is not paid by the Relocating Authority. “**Pro Rata Share**” shall mean a fraction whose numerator is the total number of strands of fiber such person is using in the System portion being relocated, and whose denominator is the total number of strands of fiber included within the System portion being relocated. Notwithstanding the foregoing, if the relocation was the result of the

negligent or willful acts or omissions of Licensee or Licensee’s Representatives or end users, or at Licensee’s request, then Licensee shall be solely responsible for the costs of relocation.

(c) Notwithstanding the foregoing, if a relocation would result in the remaining portion of the System being unable to be restored or relocated to a condition suitable for Licensee’s use of the applicable Facility, as determined in Company’s reasonable discretion, Company shall have the right, without penalty, to terminate the applicable License.

15. **SMALL CELL USE RESTRICTION.**

Facilities provided to Licensee hereunder shall not be used by Licensee, directly or indirectly, to support any Small Cells. For purposes of this Agreement, “**Small Cells**” means one or more discrete, multi-frequency, scalable small cells that transmit and receive wireless communications signals on one or more licensed bands to improve voice and data service quality, coverage, and/or capacity. Company may suspend or terminate without penalty any or all Facilities immediately and/or terminate this Agreement if Licensee fails to comply with this provision.

16. **MISCELLANEOUS PROVISIONS.**

16.1 Force Majeure.

(a) Except for the submission of payment when due, neither Party shall be liable for any failure or delay of performance to the extent that such failure or delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, restraint or hindrance by any governmental or regulatory authority including, without limitation, unfavorable actions or failures to act of or by such authorities, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts (involving third parties unrelated to the Party invoking the terms of this Section), or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party (each a “**Force Majeure Event**”).

(b) If any such Force Majeure Event occurs, the Party delayed or unable to perform (“**Delayed Party**”), upon giving prompt notice to the other Party, shall be excused from such performance or non-performance, as the case may be, under this Agreement or the impacted License on a day-to-day basis during the continuance of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such Force Majeure Event, and both Parties shall proceed as quickly as possible under the circumstances with the performance of their obligations under this Agreement or the impacted License whenever such causes are removed or cease.

16.2 Relationship of the Parties. Each Party, in performing their respective obligations hereunder, is acting solely as an independent contractor and not as an agent, employee, partner, or joint venturer of the other Party.

16.3 Interpretation. The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Attachment or Exhibit mean a Section, Attachment or Exhibit contained in or attached to this Agreement (or to a License), all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any

such provision shall not be affected thereby. If any date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Pennsylvania, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (a) including shall mean including, without limitation, (b) or shall mean and/or (unless indicated otherwise), and (c) discretion means within the applicable Party’s sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.

16.4 Insurance. The provisions of Article 10 (Insurance) shall not be construed as limiting the Indemnifying Party’s obligations pursuant to Article 9 (Indemnification) or other provisions of this Agreement.

16.5 No Third-Party Rights. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement except as provided in Section 2.5 above and under the indemnification provisions.

16.6 Agreement Fully Negotiated. This Agreement has been fully negotiated between and jointly drafted by the Parties.

16.7 Applicable Law. The domestic laws of the Commonwealth of Pennsylvania, without reference to its choice of law principles, shall exclusively govern this Agreement and any and all Licenses, and they shall be construed in accordance with that law. Any suit brought by either Party against the other Party for claims arising out of this Agreement shall be brought exclusively in the federal or state courts of or closest to Allegheny County, Pennsylvania. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

16.8 Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of

competent jurisdiction, then (a) this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (b) the remainder of this Agreement shall be valid and enforceable.

16.9 Assignment; Sublicensees.

(a) Neither Party will assign or otherwise transfer this Agreement or any Licenses, or any of such Party's rights, obligations or liabilities under this Agreement or any Licenses, without the other Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. However, either Party may assign this Agreement or any License, and/or any of such Party's rights, obligations, or liabilities under this Agreement or any License, to an Affiliate or to an entity that succeeds to all or substantially all of such Party's business, equity, or assets, by sale or merger (a "**Successor**"), without the consent of, but on notice to, the other Party. Subject to the foregoing, the provisions of this Agreement and each License will inure to the benefit of, and be binding upon, the Parties' permitted successors and assigns. Any other attempt by either Party to assign or otherwise transfer this Agreement or any License or any rights, obligations, or liabilities under this Agreement or any License will be void. Notwithstanding the foregoing, Company shall have the right to freely delegate or subcontract its obligations and liabilities under this Agreement or any License, either in whole or in part, without notice, to any of its Affiliates.

(b) Licensee agrees to defend, hold harmless, and indemnify the Company and the Company's Indemnitees from and against all Liabilities suffered by any of them proximately caused by the acts or omissions of Licensee's direct or indirect customers, sublicensees, sublessees or other transferees.

16.10 Integration. This Agreement constitutes the entire and final agreement and understanding between the Parties and supersedes all prior and contemporaneous agreements relating to its subject matter.

16.11 Amendment and Waivers. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties. The failure of either Party to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect. A Party's obligations under this Agreement may only be waived in a writing signed by a duly authorized representative of the waiving Party.

16.12 Counterparts. This Agreement and Licenses may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

16.13 No Intellectual Property Licenses Granted. No license, under patents or otherwise, is granted by Company to Licensee or shall be implied or arise by estoppel in Licensee's favor with respect to any circuit, apparatus, system or method used by Company in connection with any Facility provided under this Agreement except as reasonably necessary for Licensee to use the Facilities as contemplated in this Agreement under then current Licenses.

16.14 Publicity. Neither Party may use the name, logos, trademarks, service marks or other proprietary identifying symbols of the other Party or its Affiliates in any press release, public statement, advertising, signage, marketing materials or other publicity materials in any medium without the other Party's prior review and written consent, not to be unreasonably withheld.

16.15 No Alteration. No Facility Guide or License shall alter or amend the Parties' obligations under Sections 8, 9, or 10 of this Agreement and any provisions inconsistent with the foregoing shall to that extent be void.

16.16 Survival. The provisions of this Agreement which expressly or by their nature should survive termination or expiration of this Agreement shall

survive the termination or expiration of this Agreement.

16.17 REIT Status.

(a) Licensee acknowledges that: (i) Company is directly or indirectly owned in whole or in part by an entity (“**REIT Owner**”) that qualifies or intends to qualify as a “real estate investment trust” (“**REIT**”) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the “**Code**”); and (ii) Company and REIT Owner are therefore subject to operating and other restrictions under the Code.

(b) The Parties intend that this Agreement shall constitute a lease of the Facilities for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

16.18 Document Hierarchy.

In the event of any conflict or inconsistency among the various documents that make up this Agreement, document precedence will be as follows (from most controlling to least controlling):

- (a) Licenses;
- (b) Amendments;
- (c) the Cover Page;
- (d) the Terms and Conditions; and
- (e) the applicable Facility Guide.

[the remainder of this page intentionally left blank]

ATTACHMENT 2 LIT FIBER FACILITY GUIDE

This Lit Fiber Facility Guide is an attachment to the Agreement and is subject to and is an integral part of the Agreement. Capitalized terms set forth in this Lit Fiber Facility Guide shall have the same meaning as set forth in the Agreement unless otherwise stated herein.

1. **Acceptance Date.** Upon completion of construction or installation of a route, Company shall notify Licensee that the Lit Fiber has been provisioned and is available for Licensee's use (the "**Lit Fiber Completion Notice**"). If Licensee fails to notify Company of its acceptance or rejection of the Lit Fiber Completion Notice within ten (10) business days after Licensee's receipt of the Lit Fiber Completion Notice, Licensee shall be deemed to have accepted the Lit Fiber. However, if, during the ten day period following receipt of the Lit Fiber Completion Notice, Licensee notifies Company of a material deviation from Telcordia GR-2918 and GR-253, where GR-2918 defines the transport mechanism of the DWDM system delivering the wavelength, and GR-253 defines the payload to be carried by the DWDM system and/or ITU-T Standard G.709, Company shall repair the affected portion of the route to such specification and Company shall provide Licensee another Lit Fiber Completion Notice. The foregoing process shall continue in good faith until Licensee accepts or is deemed to have accepted the Lit Fiber. The date of Licensee's acceptance or deemed acceptance of the Lit Fiber shall be the "**Acceptance Date.**"

2. **Third Party Services Requested by Licensee.**
 - (a) Licensee is solely responsible for coordination of all Third Party Services. In such event, Company agrees to promptly provide Licensee with an appropriate letter of agency ("**LOA**") upon request. Licensee shall provide Company with all information reasonably deemed necessary by Company to enable Company to make the necessary cross-connection between the Third Party Service and Company's Lit Fiber or any telecommunications equipment or facilities of Licensee (or of its end users), including, without limitation, circuit facility assignment information and the design layout records ("**DLR(s)**"). Without limiting the foregoing, Licensee will provide Company with a DLR no later than five (5) business days prior to Company's scheduled acceptance test date.

 - (b) If any Licensee-ordered Third Party Service is not ready as of the Commencement Date, Licensee shall nonetheless be obligated to pay applicable Charges for Lit Fiber as of the Commencement Date.

3. **No Route Diversity or Path Protection.** Unless otherwise expressly provided in a License, the Lit Fiber is neither route diverse nor path protected.

4. **Availability Target and Credits.**
 - (a) **Availability Target.** The availability target for Lit Fiber is 99.99% when provisioned as protected and 99.5% when provisioned as unprotected. Lit Fiber is considered unavailable if a port is unable to send or receive traffic. An unavailability event becomes a "**Lit Fiber Outage**" when Licensee opens a trouble ticket with Company's NOC or when Company is notified or becomes aware of the unavailability of the Lit Fiber, whichever first occurs. A Lit Fiber Outage ends when the affected Lit Fiber has been made available and passed all required testing. Lit Fiber Outage notifications must be initiated by contacting Company's NOC by telephone at 1-800-286-6664.

(b) Outage Credits. Except as provided in this Subsection and in Section 5 below, Licensee shall be entitled to Lit Fiber Outage credits (“**Lit Fiber Outage Credits**”) based on the cumulative length of the Lit Fiber Outage in a given calendar month as set forth in the tables below, provided Licensee submits a written request to claim a credit allowance within thirty (30) days after the incident:

(i) For Protected Lit Fiber:

Cumulative Length of Lit Fiber Outage (in hrs:mins:secs)	Lit Fiber Outage Credit (as a % of the monthly recurring Charge for the affected Lit Fiber)
00:00:01 – 00:04:22	No Credit
00:04:23 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 24:00:00	40%
24:00:01 or greater	50%

(ii) For Unprotected Lit Fiber:

Cumulative Length of Lit Fiber Outage (in hrs:mins:secs)	Lit Fiber Outage Credit (as a % of the monthly recurring Charge for the affected Lit Fiber)
00:00:01 – 03:40:00	No Credit
03:40:01 – 08:00:00	5%
08:00:01 – 12:00:00	10%
12:00:01 – 16:00:00	20%
16:00:01 – 24:00:00	30%
24:00:01 – 36:00:00	40%
36:00:01 or greater	50%

(iii) Lit Fiber Outage Credits shall be calculated by multiplying the applicable percentage by the monthly recurring Charge applicable to the particular Lit Fiber circuit(s) experiencing the Lit Fiber Outage. In the event that the monthly recurring Charge is not broken down to the circuit level, Company shall determine in good faith and on a pro rata basis the portion of the monthly recurring Charge that is applicable to the Lit Fiber circuit experiencing the Lit Fiber Outage.

(iv) Notwithstanding the foregoing or anything to the contrary in this Attachment or the Agreement, where a License indicates that the Lit Fiber is protected and consists of dual paths connecting the same beginning (A-LOC) and end (Z-LOC) points, no Lit Fiber Outage shall be deemed to have occurred and no Lit Fiber Outage Credits shall apply unless both paths are simultaneously unavailable.

5. Limitations

- (a) **Events Excluded from Credit.** No Lit Fiber Outage shall be deemed to occur and no Lit Fiber Outage Credits will be available to Licensee for any Lit Fiber Outage arising from or caused by any of the following events: (i) any acts or omissions of any entity other than Company, including, but not limited to, Licensee, Licensee's Representatives, end users, landlords, Third Party Service providers, or any municipalities, public utilities, power companies, incumbent local exchange carriers, cable companies or similar entities that own or control any infrastructure upon or within which any portion of the System is or would be installed; (ii) Licensee's noncompliance with this Agreement, the applicable License or any Policy; (iii) any routine maintenance; (iv) failure of any service, infrastructure or equipment provided by others (including, without limitation, any non-Company equipment or facilities used in connection with the affected Facility); (v) any period in which Company is not given full access to the System (or any portion thereof) or any of its equipment or facilities for the purpose of investigating and correcting an outage; (vi) any period in which Licensee continues to use the Facility on an impaired basis or releases the underlying Company System, equipment or facilities to Company for maintenance or installation purposes; (vii) outages that are not reported to the Company within thirty (30) days of the date the outage commenced; (viii) any Force Majeure Event(s); and (ix) during any suspension of Licensee's use of a Facility as expressly provided in the Agreement.
- (b) **Cap and Exclusivity of Remedies.** Notwithstanding the foregoing, the maximum credit allowance for all Lit Fiber Outages during any calendar month shall not exceed applicable monthly recurring Charges due Company from Licensee for the Lit Fiber circuit experiencing the Lit Fiber Outage during such calendar month. THE OUTAGE CREDITS REMEDY PROVIDED TO LICENSEE SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO LICENSEE FOR LIT FIBER OUTAGES AND IS IN LIEU OF ALL OTHER REMEDIES FOR LIT FIBER OUTAGES, REGARDLESS OF WHETHER SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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**ATTACHMENT 3
 PERRIS UNION HIGH SCHOOL DISTRICT
 LIT FIBER LICENSE FORM**

LICENSE No. 2018-01:

This License is entered into by and between Sunesys, LLC (the “**Company**”) and Perris Union High School District (the “**Licensee**”) pursuant to, and is governed by, the Master License Agreement by and between the Parties and/or their Affiliates dated February 22, 2018 (the “**Agreement**”), which Agreement contains other terms and conditions that apply to this License. Capitalized terms that are used but not otherwise defined in this License will have the meanings specified in the Agreement.

1. Facilities. Company hereby grants Licensee a license to use the following Facilities (check applicable boxes):

Lit Fiber* Dark Fiber - SunDF™

- * SunE™
- SunEP™
- SunWAVE™
- SunIP™ (see separate Internet Access License)

2. Description of Dark/Lit Fiber Facilities.

HUB A Served Remote Sites

Ten (10) Gbps SunEP Ethernet connections between the Hub location listed below and each of the eight (8) remote site locations listed on Exhibit A:

HUB A	Remote Sites
Site Name: Perris UHSD District Office	Site Name: SEE EXHIBIT A
Street Address: 155 E 4th St	Street Address:
Suite/Floor:	Suite/Floor:
City/St/Zip: Perris, CA 92570	City/St/Zip:
Hand-Off Type: 10GBaseLR	Hand-Off Type: 10GBaseLR
Notes: Demarc. is at existing Sunesys network hardware.	Notes: Demarc. is at existing Sunesys network hardware.
<u>Building Entry Rights:</u> For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Company	<u>Building Entry Rights:</u> For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee

<input type="checkbox"/> Not applicable	<input type="checkbox"/> Company <input type="checkbox"/> Not applicable
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HUB B Served Remote Sites

Ten (10) Gbps SunEP Ethernet connections between the Hub location listed below and each of the eight (8) remote site locations listed on Exhibit B:

HUB B	Remote Sites
Site Name: Perris High School	Site Name: SEE EXHIBIT B
Street Address: 175 E Nuevo Rd	Street Address:
Suite/Floor:	Suite/Floor:
City/St/Zip: Perris, CA 92571	City/St/Zip:
Hand-Off Type: 10GBaseLR	Hand-Off Type: 10GBaseLR
Notes: Demarc. is at existing Sunesys network hardware.	Notes: Demarc. is at existing Sunesys network hardware.
<u>Building Entry Rights:</u> For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable	<u>Building Entry Rights:</u> For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable

(a) Strand Count/Bandwidth Commitment: [For Dark Fiber indicate # of strands; for Lit Fiber indicate committed bandwidth - check applicable box and complete]:

- Dark Fiber: The Dark Fiber circuit consists of ____ strands of optical fiber.
 Lit Fiber: The committed bandwidth is ten (10) Gbps.

(b) Protected/Unprotected [check applicable boxes; if no boxes are checked, Facility is unprotected]:

- Dark Fiber: Unprotected
 Protected ring
- Lit Fiber: Unprotected
 Protected

3. **Demarcation Point.** The “Demarcation Points” shall be as follows:

- (a) A-LOC: Fiber Distribution Panel Other Sunesys network hardware
- (b) Z-LOC: Fiber Distribution Panel Other Sunesys network hardware

The Demarcation Point delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end.

4. **Intrastate Jurisdiction Confirmation (for Lit Fiber Facilities with A/Z in the same state).** Expected interstate use of the fiber will be ten percent (10%) or less of the total traffic carried across the fiber (check one box as applicable)?

- YES
- NO (if No, Company will collect applicable USF charges)
- N/A (non-transport/interstate/international circuits)

5. **Charges.**

- (a) **Non-recurring Charge (NRC).** N/A
- (b) **Monthly Recurring Charge (MRC).** Thirty-two thousand dollars (\$32,000.00)
- (c) **Payment Timing.** Licensee shall begin paying the MRC as of the Commencement Date, and Company will invoice Licensee accordingly.
- (d) **Commencement Date.** The Commencement Date for purposes of this License shall be July 1, 2018.
- (e) **Pass-Throughs.** If and to the extent any tariffs, fees or other amounts charged to Company in connection with fulfilling this License are increased, Company reserves the right to pass such increases through to Licensee. Company will notify Licensee of any such increases and the same shall be added to Licensee’s invoices as of the date such increases are effective.

6. **License Term.**

- (a) **Initial License Term.** Thirty-six (36) months from the Commencement Date.
- (b) **Renewal License Term.** Upon the expiration of the Initial License Term, this License may be renewed for up to two (2) additional periods of twelve (12) months (each a “Renewal License Term”) upon mutual consent in writing at least thirty (30) days before

the expiration of the Initial License Term or Renewal License Term then in effect for the Facility consistent with Section 2.4 of the Agreement.

7. **Additional Terms.** Effective on the Commencement Date, this License 2018-01 is intended to supersede and replace the following agreements between Company and Licensee:

- Wide Area Network License Agreement dated as of February 1, 2007
- Addendum No. 1 to WAN dated as of February 5, 2008
- Addendum No. 2 to WAN dated as of June 16, 2010
- Addendum No. 3 to WAN dated as of June 16, 2010
- Wide Area Network license Agreement dated as of March 13, 2013
- Addendum 2014-01 to WAN dated as of October 28, 2014
- Addendum No. 2015-01 to WAN dated as of March 19, 2015
- Addendum No. 2016-01 to WAN dated as of May 3, 2016
- Addendum No. 2016-02 to WAN dated as of May 3, 2016

8. **Miscellaneous.** This License, together with the terms and conditions of the Agreement, set forth the complete understanding of the Parties hereto, and supersede all prior and contemporaneous understandings, regarding the subject matter of this License. Any exhibits attached to this License are integral parts hereof and are made a part of this License by reference. This License may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties.

9. **Authorized Signatures.** Intending to be legally bound, the authorized representatives of the Parties have signed their names below effective as of the date this License is countersigned by the Company as indicated below (the “**License Effective Date**”).

SUNESYS, LLC

PERRIS UNION HIGH SCHOOL DISTRICT

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Printed Title

Printed Title

License Effective Date

Date

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C.
Fibernet Direct Florida LLC.
Fibernet Direct Texas LLC.
Access Fiber Group, Inc.
Wilshire Connection, LLC
Lighttower Fiber Networks II, LLC

-Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin
-Florida , Georgia
-Louisiana, Oklahoma, Texas
-Alabama, Missouri, Tennessee
-California
-Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia

EXHIBIT A

Remote Site List

Ten (10) Gbps SunEP Ethernet connections between the Hub location listed below and each of the remote site locations listed below

HUB A
Perris UHSD District Office
155 E 4th St.
Perris, CA 92570

Remote Site Locations

B-LOC	C-LOC
Site Name: Academy	Site Name: California Military Institute
Street Address: 515 7th St	Street Address: 755 N A St
Suite/Floor:	Suite/Floor:
City/State/Zip: Perris, CA 92570	City/State/Zip: Perris, CA 92570
Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.

D-LOC	E-LOC
Site Name: Heritage High School	Site Name: Paloma Valley High School
Street Address: 26000 Briggs Rd	Street Address: 31375 Bradley Rd
Suite/Floor:	Suite/Floor:
City/State/Zip: Romoland, CA 92585	City/State/Zip: Menifee, CA 92584
Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.

F-LOC	G-LOC
Site Name: Perris High School	Site Name: Perris Lake High School (Continuation)
Street Address: 175 E Nuevo Rd	Street Address: 418 W Ellis Ave
Suite/Floor:	Suite/Floor:
City/State/Zip: Perris, CA 92571	City/State/Zip: Perris, CA 92570
Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.

H-LOC	I-LOC
Site Name: Pinacate Middle School	Site Name: Student Services Center
Street Address: 1990 S A St	Street Address: 1151 N A St
Suite/Floor:	Suite/Floor:
City/State/Zip: Perris, CA 92570	City/State/Zip: Perris, CA 92570
Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.

EXHIBIT B

Remote Site List

Ten (10) Gbps SunEP Ethernet connections between the Hub location listed below and each of the remote site locations listed below

HUB B
Perris High School
175 E Nuevo Rd.
Perris, CA 92571

Remote Site Locations

1-LOC	2-LOC
Site Name: Academy	Site Name: California Military Institute
Street Address: 515 7th St	Street Address: 755 N A St
Suite/Floor:	Suite/Floor:
City/State/Zip: Perris, CA 92570	City/State/Zip: Perris, CA 92570
Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.

3-LOC	4-LOC
Site Name: Heritage High School	Site Name: Paloma Valley High School
Street Address: 26000 Briggs Rd	Street Address: 31375 Bradley Rd
Suite/Floor:	Suite/Floor:
City/State/Zip: Romoland, CA 92585	City/State/Zip: Menifee, CA 92584
Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.

5-LOC	6-LOC
Site Name: Perris UHSD District Office	Site Name: Perris Lake High School (Continuation)
Street Address: 155 E 4th St	Street Address: 418 W Ellis Ave
Suite/Floor:	Suite/Floor:
City/State/Zip: Perris, CA 92570	City/State/Zip: Perris, CA 92570
Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.

7-LOC	8-LOC
Site Name: Pinacate Middle School	Site Name: Student Services Center
Street Address: 1990 S A St	Street Address: 1151 N A St
Suite/Floor:	Suite/Floor:
City/State/Zip: Perris, CA 92570	City/State/Zip: Perris, CA 92570
Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 10GBaseLR. Demarc is at existing Sunesys network hardware.