

MAINSTREAM FIBER NETWORKS, LLC BROADBAND SERVICES LICENSE AGREEMENT

This Broadband Services License Agreement ("Agreement") is entered into and is effective as of _______ by and among (i) Mainstream Fiber Networks, LLC, an Indiana Limited Liability Company ("Licensee" or "Mainstream") and (ii) ______, developer, owner or property management company having authority to bind any such developer or owner hereto ("collectively and individually, "Licensor" or "Landlord").

WHEREAS, Licensor desires there be available high speed fiber optic cable internet services to any dwelling or office at the location listed below ("Premises"); and

WHEREAS, Licensee is willing to provide such high speed fiber optic cable internet services to the Premises; and

WHEREAS, Licensor, to induce Licensee, to provide such services grants this license as set forth hereunder.

1. Licensor grants to Licensee a license to enter upon, around and within the Premises in order install, extend, repair, replace, maintain, inspect, operate and remove fiber optic cable internet access any and all dwelling(s) or office(s) located at the Premises, described as follows: [Premises street address and description of the property (number of buildings, number of apartments, etc.)] **Absent direction from Licensor, Licensee shall access each dwelling or office on Premises according to**

instructions of its customers. Licensee shall perform its work in a workmanlike manner, shall cleanup after work is performed and shall make reasonable repairs of any damage caused by Licensee to the Premises. Upon request, Licensor shall mark any underground utilities present on the Premises including but not limited to, sewer lines, sprinkler systems, propane lines or electricity lines not installed by the public utility. Licensee shall not be liable for damage to any such utilities remaining unmarked after [insert time period -- I would recommend 72 hours] prior notice.

2. Licensor authorizes Licensee to market its services to prospective customers and Licensee authorizes Licensor to market that such internet services are available on the Premises, in either case, service subject to any prospective customer entering an internet services agreement ("Services Agreement") with Licensee.

3. Licensor shall not be a party to or responsible for any Services Agreement unless Licensor enters a separate such agreement for Licensor's own account.

4. This Agreement shall have an initial term of one year and shall thereafter continue from year to year unless and until either party delivers notice of termination by <u>provided</u>, that in no event shall the rights and duties hereunder terminate until there are no unexpired Services Agreements and Licensee has removed all of its equipment from the Premises and <u>provided further</u>, that upon receipt of such termination notice Licensee shall not commence or extend any Service Agreements and shall notify then currently contracting tenants that, in each case, the then current month-to-month term of their respective Service Agreements will not be extended beyond the then current month...[Check this against your finally decided Services Agreement]







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5. Notice shall be delivered to the addresses set forth below, by either overnight courier or by electronic mail.

Licensor's postal, street, and electronic mail addresses:

Licensee's postal, street, and electronic mail addresses:

Mainstream Fiber Networks 4788 Old State Rd 46. Nashville, IN, 47448

6. This agreement shall be governed under Indiana law and proper venue for any dispute hereunder shall be the Brown County Circuit Court, Nashville, Indiana.

IN WITNESS WHEREOF, the parties have set their hands and seals below,

LICENSOR:

Ву:_____

Name Printed and Title: _____

LICENSEE:

Mainstream Fiber Networks, LLC MAINSTREAM fiber networks exceeding the speed of life





