

## **BULK SERVICES AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the Effective Date set forth in Exhibit A to this Agreement, by and between **ELAUWIT NETWORKS, LLC** (the "Company") having its principal office at 180 Meeting Street, Suite 200, Charleston, South Carolina, 29401 and the Property Owner set forth in said Exhibit A (the "Owner"), each being individually a "Party" and collectively "the Parties".

**WHEREAS**, Company, by and on behalf of itself and its affiliates and/or subsidiaries, desires to market and provide certain broadband Internet services and/or multi-channel video services (the "Bulk Services") and such other services as may be agreed to between Company and the Owner ("Other Services") collectively herein referred to as the "Services", at the location identified in Exhibit A by Property Name and Address (the "Property"); and

**WHEREAS**, Owner desires to contract for the provision of the Bulk Services within the Project as described in Exhibit A, and Owner has the legal power and authority to consummate the transactions contemplated by this Agreement; and

**WHEREAS**, Owner and Company wish to jointly market Other Services to occupants of units within the Property;

**NOW THEREFORE**, Company and Owner agree as follows:

1. **Term**. The initial term of this Agreement shall be as set forth in Exhibit A unless terminated prior thereto pursuant to the provisions set forth herein. Following the end of the initial term or any renewal, this Agreement shall automatically renew for successive thirty (30) day terms subject to the right of either Party to terminate said Agreement at the end of the initial term or any subsequent renewal term upon ninety (90) days prior written notice.
2. **Property**. This Agreement, and the Parties respective obligations hereunder, is applicable to the property identified on the attached Exhibit A by Property Name and Address, including any subsequent amendments thereto entered into by the mutual written consent of the Parties ("Property").
3. **Appointment as Marketing Representative**. Owner appoints Company as its marketing representative for the marketing and promotion of the Bulk Services at the Property, as outlined in Exhibit C attached hereto. Any marketing materials will be reviewed and approved by Owner before said materials are released. Owner also reserves the right to create and distribute marketing materials related to Bulk Services at its discretion.
4. **Company's Obligations**.
  - 4.1 **Facilities**. Subject to the terms and conditions set forth herein, Company shall consult with Owner, and receive approval from Owner, regarding the design, installation and testing plans of the fiber optic and copper distribution network, cable television "headend", network equipment and

other facilities (collectively, the "Facilities") within the Property, as may be appropriate, for the provision of the Services to each individual unit and/or bedroom within the Property.

**4.2 Bulk Services.** Company will provide the Bulk Services to the residents as described in Exhibit A. Upon the Owner's request, Company shall reasonably cooperate with Owner in terminating for cause any Bulk Services being provided to a resident.

**4.3 Other Services.** Company shall be entitled to market Other Services in the Property to the extent such are set forth and described in Exhibit A.

**4.4 Ongoing Services.** The Company shall provide to Owner the following ongoing services for the Property: 1) maintenance and repair of the Facilities, using the industry's best practices, in a workmanlike manner, and to industry-standard or better condition, to promote longevity of the Facility's service and to ensure continual provision of the Services to the Property. Maintenance shall include, but not be limited to, two (2) semi-annual visits to Property annually; 2) coordination and contracting with third party providers for bandwidth and video programming to the Property, to the extent set forth in Exhibit A; 3) customer services activities, including but not limited to service activations, changes and deletions, bill inquiries, product and service inquiries, and response to service tickets; 4) interaction and training of Owner office personnel on the Service, basic operation of the Facilities, and location of the Facilities; 5) administer billing and collection for Other Services as appropriate; 6) Company shall maintain by telephone, internet, and email, continual twenty-four hour hotline availability for service issues, trouble-shooting and response to service tickets; 7) develop and administer management reports as required in this Agreement, or as requested by Owner; and 8) provide outage and resolution notification to the Property community manager and corporate office IT personnel.

**4.5 Service Level Objectives.** The Company has defined the "Service Level Agreement, Performance Criteria and Performance Standards" in Exhibit D to this Agreement. Company's performance at or above these service objectives is of essence to this Agreement. These objectives may be added to or modified based on the mutual written consent of the parties.

**4.6 Future Services.** Company will reasonably cooperate with the Owner to bring future advanced services to the Property, taking into account Company's business plan, the Facilities' architecture and capabilities, licensing availability, and competitive and commercial feasibility.

**4.7 Marketing Program.** During the Agreement Term hereof, Company will implement, at its cost, a marketing program (the "Program") for Services in the Owner's leasing office or clubhouse at or near the Property, as appropriate. Such Program will consist of handing out brochures and information regarding the services to be provided in the community. Company will provide the Owner with appropriate promotional material(s) and will train the Owner's staff in the promotion of Company and/or its Services at no cost to the Owner. Company personnel shall maintain regular contact with the Owner regarding the marketing process. Training requirements and procedures, if any, for Owner's staff and all marketing and promotional plans, schedules and activities shall be determined by Company, with input from Owner, and subject to Owner's reasonable approval. This provision shall not obligate the Owner in any way.

4.8 Solicitation. Solicitation of employees or agents of Owner, or distribution of advertising materials, handbills, or printed or written literature of any kind to employees or agents of Owner, on the premises of Property by employees or agents of Company is prohibited at any time unless otherwise expressly authorized herein.

4.9 Provided Equipment. Company Provided Equipment, and responsibility with respect to same, is set forth in attached Exhibit A.

4.10 Non-Warranty Service & Repairs. Any equipment, wiring or component that is part of the network for providing services hereunder, but which is not under warranty pursuant hereto or by the original equipment manufacturer, shall be serviced, repaired or replaced by Company to the extent necessary to maintain service to Owner and the cost for same shall be the responsibility of Owner. Company's labor cost for such shall not exceed \$80.00 per hour.

## 5. Owner's Obligations.

5.1. Right of Access. Owner will permit employees, agents, or contractors of Company reasonable access to Property for the purpose of marketing of Services, conducting customer satisfaction surveys and performing any and all work as deemed necessary by the Company for the operation of the Facilities. Nothing contained herein shall be construed to convey or otherwise transfer title to the communications facilities to be installed herein from Owner to Company or any other entity. Owner is, and shall continue to be, the sole and exclusive owner of said communications facilities unless otherwise set forth in an agreement between the Parties.

5.2. The IT equipment rooms, with power, must be supplied by Owner to Company a minimum of 30 days before the Service Commencement Date set forth in Exhibit A. The Owner will make reasonable efforts to provide a Main Distribution Frame (MDF) for purpose of the Headend location and the appropriate number of Intermediate Distribution Frames (IDF) throughout the Property for purposes of signal distribution. Company will assist Owner with MDF and IDF design and layout as needed. MDFs and IDFs will have proper access controls limiting property personnel's access and proper environmental controls ensuring suitable temperature levels and air flow necessary for equipment to properly function.

### 5.3. Marketing Representative Requirements.

- a. Owner shall exclusively promote and market Company and the Bulk Services to residents using promotional material provided by Company and subject to the approval of Owner. Owner shall include approved Company marketing materials in welcome kits or other information provided to new occupants at the Property, and no collateral or other marketing materials referencing a competing provider of Services being provided by Company to Owner may be provided to residents or prospective residents, without Company's prior written approval.
- b. Owner shall not offer, market, or promote any services competitive with the Bulk Services on the Property to residents and shall not otherwise grant any rights or licenses inconsistent with Owner's marketing obligations hereunder during the term of this Agreement;

- c. For the ordering of Other Services, Owner shall direct residents to request orders for Other Services directly from Company in accordance with the promotional material provided by or approved by Company for the ordering of Other Services. Company shall provide a quarterly written report to Owner of all Other Services ordered by Residents at the Property. Company shall provide Owner with the terms and conditions for Other Services offered to residents.
- d. Promotional events supporting the Services will be permitted at mutually agreed upon times, dates and locations at the Property.

5.4. Billing and Collection of Bulk Services. Company will invoice Owner one month in advance for the Bulk Services. The due date for payments shall be thirty (30) days after the invoice date. Any past due Bulk Services fees shall result in a late fee payable to Company equal to one percent (1%) of any outstanding balance per month until said balance shall be paid.

5.5. Changes to Bulk Services Fee. Any exogenous changes to Company's cost that occur as a result of (a) increases or decreases in government fees or taxes, (b) regulatory fees or assessments, (c) television/video programming costs from the content provider; shall be passed to the Owner by the Company in the course of monthly invoicing for services, at no profit or loss to the Company.

In addition to the foregoing, on January 1 of each year subsequent to the Effective Date hereof, Company may increase the Bulk Services Fee(s) up to three percent (3%) once each year during the remaining term of this Agreement.

5.6. Acceptable Use Policy. All residents must abide by Company's "Acceptable Use Policy" or other such terms and conditions that shall govern the use of the Services. Failure to abide by these policies may result in the disconnection of violating Services. The "Acceptable Use Policy" is attached hereto as Exhibit E.

5.7. Other Services. Company shall offer Other Services, as described in Exhibit A, directly to residents, which will be separate from the Bulk Services described above. All such Other Services shall be billed directly and separately to residents by Company and are payable by the respective residents who subscribe to such services and Owner shall have no liability for the payment of any such fees. Company reserves the right to disconnect Other Services to any individual tenant that has not paid their Other Services charges.

5.8. Provided Equipment. Owner Provided Equipment, and responsibility with respect to same, is set forth in attached Exhibit A.

## 6. General.

6.1. Assignment. This Agreement may not be assigned or transferred by either Party without written agreement of the other Party, not to be unreasonably withheld.

6.2. Compliance with Laws. The Parties agree to comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including the identification and procurement of required permits, certificates, approvals, and inspections) in their performance under this Agreement.

6.3. Confidential Information. The parties agree that the pricing included in this Agreement, and such other information such as the parties may agree in writing, shall remain confidential and be treated accordingly between the parties. Neither party shall make any press release or other public disclosure or announcement with respect to this Agreement without the prior consent of the other party and the prior approval of the other party, not to be unreasonably withheld, of the content and language of such release or announcement.

6.4. Counterparts. This Agreement may be executed in one or more counterpart or duplicate copies and by facsimile signature, and any signed counterparts, duplicate or facsimile copy shall be the equivalent to a signed original for all purposes.

6.5. Force Majeure. No Party shall be held liable for any reasonable delay or failure in performance of any part of this Agreement because of any cause or circumstances beyond its control such as, but not limited to, acts of God, lightning, explosion, fire, power failure, strikes, terrorism, newly enacted laws or regulations, the failure of upstream suppliers of services, or any other cause arising without its actual fault (collectively "Force Majeure Conditions"). In the event of a Force Majeure condition affecting any Party, the Parties shall cooperate as appropriate to perform their obligations under this Agreement to the extent reasonably practical. Notwithstanding the foregoing, events of Force Majeure shall not excuse any Party from its obligations, if any, to make monetary payments hereunder.

6.6. Governing Law. This Agreement, including questions as to jurisdiction and venue, shall be interpreted and governed by the laws of the state where the Property is located.

6.7. Indemnification. Company shall not be liable to the Owner for interruption of service for any cause greater than the amount of the then current month's Bulk Services Fee. Each Party agrees to indemnify, defend, and hold harmless the other Party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees) from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and court costs), incurred by the other Party in connection with: (a) any claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the negligence, gross negligence or intentional misconduct (including, without limitation, breach or nonperformance of this contract) of the indemnifying party (including any of its agents, or subcontractors); and (b) any actual or alleged infringement of any third party's trade secrets, trademark, copyright, patent or other intellectual property rights by the indemnifying Party.

In the event that a claim arises under this Section, the indemnifying Party agrees to provide the indemnified Party with sufficient notice of any claim, to inform the indemnified Party of any subsequent written communication regarding the claim and to fully cooperate with the indemnified Party in defense of the claim.

6.8. Independent Contractor. Each Party will conduct its business at its own initiative, responsibility, and expense. Individuals employed by each Party are not employees of the other(s), and the employing Party assumes full responsibility for the acts and omissions of its own employees acting in the course and scope of employment. Each Party has and retains the right to exercise full control of and supervision over employment, direction, compensation, and discharge of its employees, including compliance with Social Security withholding, Workers' Compensation, unemployment, payroll taxes, and all other taxes and regulations governing such matters. Parties agree and acknowledge that Owner's Property and premises are not the premises or a work location of Company.

6.9. Insurance. Each Party agrees to maintain as a minimum, at all times during the Agreement Term, the following insurance coverage and any other additional insurance and/or bonds required by law:

Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury (or death); Property Damage Liability with limits of at least \$1,000,000 per occurrence; Personal Injury Liability with limits of at least \$1,000,000 per occurrence; and \$2,000,000 General Policy aggregate (applicable to Commercial General Liability Policies).

Upon a Party's request, the other Party agrees to furnish certificates or other acceptable proof of the foregoing insurance. Company and Owner warrant that they are self-insured and meet or exceed all equivalent insurance requirements stated herein and those that are required by the laws in the states in which they conduct business.

Company will provide the appropriate proof of insurance to Owner with an insurance policy rider or equivalent proof of coverage for the individual property or project subject to this Agreement.

6.10. Limitation of Liability. Company's liability, if any, to residents who are Company's customers will be governed exclusively in the case of regulated services by Company's applicable tariffs, price lists, or comparable documents on file with the applicable state regulatory agency, or in the case of non-regulated services by the applicable contract with the resident.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER BY TORT OR CONTRACT.

Neither Party makes any warranty to the other Party except as expressly set forth in this Agreement and any of its exhibits. The warranties, if any, described in this Agreement are given in lieu of all other express warranties.

6.11. Non-Exclusive Access. Owner is not restricted by this Agreement from allowing any competitive local exchange carrier ("CLEC") or other service provider to have access to the Owner's residents. Residents may select services and the Owner shall not, in any manner, inform its residents that they are restricted to using only Company as their service provider.

6.12. Non-Waiver. No course of dealing or failure of a Party to strictly enforce any term, right or condition hereunder will be construed as a waiver of such term, right or condition.

6.13. Notices and Payments. Delivery of all notices, demands and invoices for payments required herein shall be sent by: (i) first-class mail, postage prepaid, return receipt requested; or (ii) hand delivery by a certified courier; or (iii) hand delivery by a duly authorized representative of the party to the following addresses:

To Company: **ELAUWIT NETWORKS, LLC**  
Attn: Chief Executive Officer  
180 Meeting Street, Suite 200  
Charleston SC 29401

To Owner: **“OWNER NOTICE INFORMATION” SET FORTH IN EXHIBIT A**

A notice shall be duly given when made in writing and either 1) delivered in person, 2) delivered to an agent, such as an overnight or similar delivery service, or 3) deposited in the United States Mail, postage prepaid and addressed as above. Any Party may designate a change of address, or require that notices be provided to additional persons, upon written notice to and received by the other Party.

6.14. Publicity/Trademark Licenses. Neither Party may use the other Party's name, trademarks, trade names or the name of any affiliate or subsidiary of the other, or use any photographs or likeness of the property, personnel, or assets of the other in press releases or advertising without such other's prior written consent. Each Party shall submit to the other(s) for written approval, prior to publication, all press releases that mention or display the name or marks of such other(s) or contain language from which a connection to said name and/or mark may be inferred. No licenses, expressed or implied, under any patents, copyrights, trademarks, service marks, or trade secrets, are granted to either Party by the other Party unless otherwise agreed to herein.

6.15. Regulatory Approvals. All regulated services shall be provided in accordance with applicable laws, tariffs and regulations, and this Agreement shall at all times be construed to be consistent with those laws, tariffs and regulations. In the event this Agreement or any of the provisions herein, or the operations contemplated, are determined by Parties or found by a court or government agency having jurisdiction to be inconsistent with or contrary to any such law, tariff or regulation, that law, tariff or regulation shall be deemed to control and, if commercially practicable, this Agreement shall be regarded as modified accordingly, and shall continue in full force and effect as so modified. If such modified Agreement is not commercially practicable in the opinion of either Party in its sole discretion, the Parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in order to comply with the law, tariff or regulation, then either Party may terminate this Agreement by giving sixty (60) days written notice to the other Party.

Owner acknowledges that the Company could be regulated by the Federal Communications Commission and appropriate state public service commissions. In the event of a change in the laws, rules, regulations or tariffs applicable to the Company's services under this Agreement, which

change results in a conflict with any of the terms, covenants and conditions of this Agreement, such laws, rules, regulations and tariffs shall control, and, if commercially practicable, this Agreement shall be regarded as modified accordingly, and shall continue in full force and effect as so modified. If such modified Agreement is not commercially practicable in the opinion of either Party in its sole discretion, the Parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in order to comply with the law, tariff or regulation, then either Party may terminate this Agreement by giving sixty (60) days written notice to the other Party.

6.16. Severability. If any provision of this Agreement is determined to be invalid, such invalidity will not invalidate the entire Agreement, but rather the entire Agreement will be construed as if it did not contain the particular invalid provision(s), and the rights and obligations of Owner and Company will be construed and enforced accordingly.

6.17. Termination/Default. In the event a Party defaults on its obligations under this Agreement, and the default remains uncured for thirty (30) days after the non-defaulting Party gives written notice to the defaulting Party specifying the default, then the non-defaulting Party may terminate this Agreement. However, if the alleged default is not reasonably curable within the thirty (30) day period, the defaulting Party shall have a reasonable period of time to cure the default if it commences the cure within the thirty (30) day period, or such additional time as is reasonable under the circumstances, so long as the defaulting Party has commenced to cure such default within the 30-day period and is diligently pursuing the same to conclusion. Company shall provide in writing a request for reimbursement to include details and supporting documentation.

Either Party may terminate this Agreement immediately upon giving written notice to the other Party if (i) the other Party becomes insolvent, or (ii) the other Party makes an assignment for the benefit of creditors or files a petition for reorganization, or (iii) a petition in bankruptcy is filed by or against the other Party. In this event, the Company shall cooperate with the Owner to provide the Services to the Project for up to 120 days as may be deemed necessary by the Owner (the "Transition Period"), and the Owner shall cooperate with the Company during the Transition Period to transfer any agreements for programming and bandwidth for Bulk Services to the Owner. Company shall provide copies of any agreements for programming and bandwidth for Bulk Services to Owner upon the Owners request. The Owner shall also reimburse the Company for any reasonable out-of-pocket costs associated with the Transition Period, not to exceed twenty percent (20%) of the Bulk Services Fee for the Transition Period.

6.18. Buyout. Owner may buy-out the remaining term of the respective services subject to this agreement as follows:

- a. Video Management – greater of either remaining months in term or 12 months, multiplied by the per unit management and support rate for video then in effect, multiplied by number of units, plus assumption, satisfaction or release of any remaining obligation Company may have for video services;
- b. Data Management – greater of either remaining months in term or 12 months, multiplied by the per bed management and support rate for data then in effect, multiplied by number of



beds, plus assumption, satisfaction or release of any remaining obligation Company may have for data services.

6.19. Entire Agreement. The terms and Provisions of this Agreement, including any and all appendices hereto, constitute the entire agreement between the Owner and the Company. The provisions of this Agreement supersede all prior oral and written quotations, communications, promises, agreements and understandings of the Parties, if any, with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement can be modified only by a written amendment executed by duly authorized representatives of the Parties.

6.20. Signatories. Each Party to this Agreement represents and warrants to the other Party that its signatory is familiar with this Agreement and warrants that each signatory has the legal authority to enter into this Agreement on behalf of the respective Party.

6.21. Dispute Resolution. If at any time, any controversy shall arise between the Parties with respect to any matter or thing involved in this Agreement, or breach thereof, then the decision of the Owner shall be binding on the Company until dispute resolution proceedings are concluded.

In the event of such controversy, the Parties shall first endeavor to settle the dispute through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation, using the Mediation Rules of the American Arbitration Association currently in effect. The mediation shall be held in the city where the Property is located, or where otherwise agreed by the Parties. If the dispute cannot be settled by mediation, then the dispute shall be ultimately resolved by arbitration, using the Arbitration Rules of the American Arbitration Association currently in effect. The arbitration shall be held in the city where the Property is located, or where otherwise agreed by the Parties.

Request for mediation shall be filed in writing with the other Party to the Agreement. The request may be made at the same time as the filing of a demand for arbitration. In that event, mediation shall proceed before the arbitration and the arbitration proceeding shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties shall share the mediator's fee and any filing fees equally. A demand for arbitration shall be filed in writing with the other Party to the Agreement, and shall be made before the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. Costs of the arbitration shall be borne by the non-prevailing party to the arbitration.

Unless otherwise agreed to in writing, Company shall continue to perform all its obligations under this Agreement during dispute resolution proceedings, and, if Company continues to perform, Owner shall continue to make payments in accordance with this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**ELAUWIT NETWORKS, LLC**

By: Barry Rubens  
4151CC1D9A58CEDAB82ADFB580C4821E contractworks  
**Barry Rubens**  
Chief Executive Officer

**STILLWATER STUDENT HOUSING OWNER LLC**

By: Scott P. Casey  
Scott P. Casey  
Senior Vice President & CTO  
Education Realty Trust

**EXHIBIT A  
CONTRACT INFORMATION**

**Effective Date of Agreement:** February 26, 2018, the Effective Date

**Property Owner:** Stillwater Student Housing Owner LLC, the “Owner”

**Property Name and Address:** One on Fourth  
Address: 773 W 4<sup>th</sup> Avenue Stillwater, OK 74074

**Number of Units:** 198

**Number of Beds:** 475

**Owner Notice Information:** Stillwater Student Housing Owner LLC  
Attn: EdR, Scott P. Casey  
999 Shady Grove Drive, Suite 600  
Memphis, TN 38120

**Service Commencement Date:** July 1, 2018

**Term of Agreement:** From the Service Commencement Date until June 30, 2023

**Bulk Services to be Provided:** ☒ Internet Service – 1000M bandwidth to the Property  
 (“X” = included)

☒ Internet Managed Support – wired and wireless, if  
 available (including common area wireless)

☒ Video Service – 72+ channels via DISH Network satellite,  
 including the standard EdR lineup. See approximate lineup  
 (subject to change by content provider) attached at Exhibit B.

☒ Video Managed Support

**Fees for Services:**

The Company will assess a monthly fee due and payable by Owner for the Bulk Services based on the rates listed below which include federal, state, and local taxes or fees, as may be applicable, for each bedroom or unit within the Property, as applicable, and either receiving or capable of receiving Services from the Company. The monthly fee is composed of the following:

**1. MANAGED SUPPORT**

\$8.95 per bed x 475 beds equals \$4251.25

The Internet rate above includes \$5.70 per bed per month for the Internet bandwidth/circuit

Internet speeds will be delivered via a "best efforts" network, meaning that all residents obtain a maximum variable bit rate and delivery time, depending on the current traffic load. The Company and Owner shall periodically review bandwidth to determine usage at the Property. The speed noted above is for wired Ethernet services. Wireless speeds will largely depend on a combination of the end user device being utilized, the type of wireless access points deployed, and the bandwidth provisioned.

**2. VIDEO SERVICE AND MANAGED SUPPORT**

\$18.50 per unit x 198 units equals \$3,663.00

TOTAL: (1.) + (2.) = \$7,912.25 per month

**Resident Management System:**

Company shall utilize its ArrowPoint Resident Management Portal described in Exhibit F to manage and provide a landing page for the Property and to manage resident interaction with Company services. Company shall consult and work with Owner to customize features and services provided thereby.

**Owner Provided Equipment:**

Owner has provided the following equipment and/or supplies and, except as otherwise provided, shall retain ownership of same and shall be responsible for the cost, operation, maintenance, repair and replacement of same:

1. Cabling infrastructure and wiring servicing the data and video services at the property, installed by others or installed by Company pursuant to a Network Construction Agreement between the parties.
2. Data, video and wireless electronics purchased by Owner from Company and installed by Company pursuant to a Network Construction Agreement between the parties.

Company shall maintain and operate the data management equipment in good operating condition, subject to normal wear and tear. Company shall be responsible to repair or replace "owner provided equipment" only if same is damaged as a result of negligent act by Company's employees or agents.

**Company Provided Equipment:**

Company has provided the following equipment and/or supplies and, except as otherwise provided, shall retain ownership of same and shall be responsible for the cost, operation and maintenance of same:

1. Gateway Server and console
2. Proprietary ArrowPoint Remote Management Portal software

## EXHIBIT B CHANNEL LINEUP



### DISH 78+ CHANNEL LINEUP

Elauwit student housing 78-channel lineup. Package includes the “Basic Lineup”, plus “Premium” channels, plus 6 or more digital OTA locals.  
Available HD channels shown in red.



#### BASIC LINEUP:

**A&E**  
**ABC Family**  
**AMC**  
**Animal Planet**  
 BET  
 Biography  
 Bloomberg Television  
 Bravo  
**Cartoon Network (East)**  
**CMT**  
**CNBC**  
**CNN**  
**Comedy Central**  
 C-SPAN  
 Discovery Channel  
**E! Entertainment Television**  
**Food Network**  
**Fox Business**  
**Fox News Channel**  
 FX  
**GSN**  
**Hallmark Channel**  
**Hallmark Movie Channel**  
**HGTV**  
**History Channel**  
**HLN**  
 Home Shopping Network  
**Investigation Discovery**  
**Lifetime Television**

**LOGO**  
**MSNBC**  
**MTV**  
 MTV2  
**National Geographic Channel**  
 Nick Jr.  
**Nickelodeon/Nick at Nite (East)**  
 OWN  
 Oxygen  
 Pivot  
**ReelzChannel**  
**Science**  
**Spike TV**  
**Sportsman Channel**  
**Syfy**  
**TBS**  
 The Learning Channel  
**The Weather Channel**  
**TeenNick**  
**Tennis Channel**  
**TNT**  
**Travel Channel**  
**Tru TV**  
 TV Land  
 TV Mundial  
**USA Network**  
**Velocity H**  
**VH1**  
**Women’s Entertainment**

#### SPORTS:

**Big Ten Network**  
**CBS Sports**  
**ESPN**  
**ESPN2**  
**ESPNews**  
**ESPNU**  
**Fox Sports 2**  
 Golf Channel  
**Longhorn Network**  
 MLB Network  
 NBC Sports  
 NFL Network  
 NHL Network  
**RSNs - all available in market**  
**SEC Network**

#### OTHER PREMIUMS:

HBO East  
 HBO Comedy  
 HBO Latino  
 HBO Signature  
 Cinemax

#### DIGITAL OTA:

**ABC**  
**CBS**  
**CW**  
**FOX**  
**NBC**  
**PBS**

## **EXHIBIT C MARKETING PROGRAM**

In accordance with the Agreement, Company agrees to implement a Marketing Program (the "Program") at the Property. The Program is to be created and implemented at Company's expense. Such Program shall be comprised of services, equipment and promotional literature, which are appropriate and available for the Property, as determined by Company, but subject to the approval of Owner. Company and Owner will review the Program on an annual basis and will consider appropriate revisions as mutually agreed between the Parties.

### **1. Demonstration Systems.**

The ownership of any equipment or material associated with the Program will remain with Company. Company or its vendors shall be responsible for maintenance, insurance and replacement, as appropriate of any such equipment or material. Owner agrees to provide the necessary electrical power and floor space free of charge for the placement of equipment.

### **2. Signage and Display Exhibits.**

During the Agreement Term, Company will provide appropriate signage and display exhibits for placement in Owner's community information center. The design and cost of signage and display exhibits shall be the responsibility of the Company. The Parties shall jointly agree to the location of all signage and display exhibits.

### **3. Promotional Materials.**

During the Agreement Term, Company will provide promotional materials for distribution to prospective residents. The preparation, cost and continued supply of such promotional materials shall be the responsibility of the Company.

**EXHIBIT D**  
**SERVICE LEVEL AGREEMENT (SLA),**  
**PERFORMANCE CRITERIA AND PERFORMANCE STANDARDS**

The following constitute the service level and support standards for Company provisioning of the Services to Residents. If any standard below is less stringent than the comparable standard offered by the Local Exchange Carrier or Franchise Cable provider, then the standard shall be that of the Local Exchange Carrier or the Franchise Cable Provider, whichever is more stringent.

1. Availability of Services at the Property. Availability of Services is calculated by dividing the average number of seconds that the Services are available at the Property by the total number of seconds in each calendar quarter and multiplying by 100. Specifically excluded from the Services availability calculation are (a) regularly scheduled maintenance windows or ad hoc maintenance windows scheduled and announced by the Company at least 24 hours in advance, not to exceed 10 hours per month without Owner's prior approval, not to be unreasonably withheld or delayed, and (b) outages caused by force Majeure that are identified pursuant to Company's Bulk Services Agreement. All maintenance work must be performed during off-peak hours. Off-peak hours will be determined and documented by the Company based upon Residents' usage, i.e., when it is determined that the least amount of Residents will be affected with respect to both Internet, Phone and Video access.

Voice Services (if provided) will be available at the Property 99.0% of the time each calendar quarter.

Video Services (if provided) will be available at the Property 97.0% of the time each calendar quarter.

Internet Services (if provided) will be available at the Property 99.0% of the time each calendar quarter.

2. Resident Service Order Commitment Dates Timely Met. A **Service Order** is an order from a Resident to the Company requesting Premium Services or to make a change in existing Services. The Company shall contact a Resident to schedule a Service Order install or change within 48 hours after receipt of the Service Order (Sundays, and Holidays excepted), and complete all work associated with the Service Order install or change within 96 hours after receipt of the Service Order (**Service Order Commitment Date**) unless the affected Resident requests an appointment outside the cure period. **Holidays** mean: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, Martin Luther King Day, President's Day, and Veteran's Day.
  - A. The percentage of Service Order Commitment Dates timely met is calculated by dividing the total number of Service Orders timely met within the time requirements by the total number of Resident Service Orders completed in each calendar quarter and multiplying by 100.

The Company shall achieve at least 90% Resident Service Order Commitment Dates timely met per calendar quarter.

3. Service Reports Cured Timely. The term **Service Report** means any service related report made by Owner or a Resident relating to the Services, the Company's Facilities, or circuit, but excludes operator error and problems with resident-owned equipment. The term **Minor Service Problem** means a service problem (other than an Outage or Building Outage) that affects one or more individual units or in the case of video services the loss of three or fewer channels. An **Outage** is defined as the loss of Services at the Central Communications Room for the entire Property. A **Major Service Problem** means a loss of Services that affects one or more entire multi-unit buildings or 10 or more individual single-unit buildings at the Property, or in the case of video service the loss of more than three channels but not the entire channel line-up.

The percentage of Service Reports cured timely is related to the number of Service Reports resolved within the following windows:

- A. Service Reports involving a Minor Service Problem received by the Company will be responded to by the next business day. The Company will cure any Minor Service Problem within 48 hours after responding to the Service Report.
- B. The Company must respond to Service Reports involving an Outage within 8 hours of receiving a Service Report and any Major Service Problem within 24 hours of receiving a Service Report, regardless of the day of week or Holiday. The Company will cure any Outage within 24 hours after responding to any Service Report of an Outage, and the Company will cure any Major Service Problem within 24 hours after responding to any Service Report of a Major Service Problem.

The percentage of Service Reports cured timely is calculated by dividing the total number of Service Reports within a calendar quarter that are cured by the Company within the time windows set forth above by the total number of Service Reports received by the Company in the calendar quarter, and multiplying by 100.

The Company shall achieve at least 90% Service Reports cured timely per calendar quarter.

- 4. Resident Hold Time. *Resident Hold Time* is based upon the number of Resident calls in a calendar quarter in which the Resident is left on hold for less than 5 minutes before the call is answered by a live call center representative. The percentage of *Resident Hold Time* less than 5 minutes is calculated by dividing the number of Resident calls to the Company during a calendar quarter in which the Resident is put on hold for less than 5 minutes by the total number of Resident calls to the Company per calendar quarter and multiplying by 100.

The Company shall make available to Residents and Owner the telephone number to the Company's call center and shall notify Residents and Owner prior to changing the telephone number. The Company shall achieve at least 90% of *Resident Hold Time* less than 5 minutes per calendar quarter.

- 5. Virus Protection/Denial of Service Attacks. The Company shall maintain the Internet network in accordance with this Agreement during outside or inside virus attacks and shall maintain a "plan of action" for the management of virus and denial of service attacks and recovery there from.

The Company may disconnect Services to individual Residents whose computers are infected with viruses until the Residents demonstrate to the Company reasonable satisfaction that the viruses have been eliminated. If a Resident is disconnected from Services due to virus-related issues on more than one occasion, the Company may charge the Resident a reactivation fee.

- 6. SPAM Management. The Company shall maintain the Internet network so as to employ a SPAM management system to minimize SPAM traffic. The Company may block any SPAM traffic originating from the Property and report the offending Resident to the leasing office. The Company may disconnect Services to Residents who repeatedly distribute SPAM traffic until the Residents demonstrate to the Company reasonable satisfaction that the activity has ceased. If a Resident is disconnected from Services for distributing SPAM on more than one occasion, the Company may charge the Resident a reactivation fee.



7. Bandwidth.

- A. The Company will be responsible for issues of latency (as the term is generally defined in the industry) and will use best efforts to minimize latencies through the use of properly designed networks and routes to ensure that minimum hops are maintained.
- 8. Reports. The Company shall utilize measurement and monitoring tools and procedures reasonably required to measure and report on compliance with the applicable performance standards. Such measurement and monitoring tools shall permit reporting at a level of detail sufficient to verify compliance with the performance standards.

The Company also shall maintain records listing:

- A. The date and time of any Service Order, and the date and time when any Service Order to completed;
- B. The date and time of any Service Report;
- C. The name and contact information of the person placing a Service Report;
- D. The nature of the complaint or concern;
- E. The action taken by the Company in response thereto;
- F. The results of the action taken.

The Company shall make the performance standard reports and call records available for inspection by Owner or a representative of Owner at any time during regular business hours, or, at Owner's request, by transmitting the reports and call records to Owner via e-mail or facsimile.

The Company shall make available to Owner's representative, upon request by Owner, on a real-time basis, network and property statistics with regard to bandwidth being delivered, router CPU utilization and if requested loading by switch port.

- 9. Service Interruptions. The Facilities shall be designed, served and operated in a fashion reasonably intended to provide continuous availability of Bulk Services (excluding scheduled maintenance outages and outages caused by Force Majeure Conditions). Company shall restore the Bulk Services after receiving notification of the disruption from Owner, without any adjustment to Bulk Service Fees. If the Bulk Service is not restored within 24 hours, Company's sole obligation and Owner's sole remedy will be a credit for Bulk Service Fee for the period of the disruption, prorated on the basis of a 30-day month. Company will provide Owner with a credit against the next monthly billing equal to the proportional amount of Owner's monthly Bulk Services Fee for the affected time and service(s) only.

If an outage exceeding the specified duration results from physical damage to Company's Facilities or the trunk or distribution lines feeding the Facilities, which damage is caused by a third party (e.g., a city, county or utility crew severs Company's cable), Company will provide Owner's with one-half the credit.

The outages will be measured from the time of the second contact to Company from a Resident, or from notice if by the Owner or its representative, indicating that there is a materially complete interruption of service attributable to Company's Facilities or signal.

## **WAIVERS OF SLA**

- 1) Company may seek a waiver of the Service Level Objectives due to anomalies related to the small number of residents. To request a waiver, Company shall file adjusted data and unadjusted data along with its waiver request related to the incident.
- 2) Company may seek a waiver of the Service Level Objectives due to force majeure. To request a waiver, Company shall file adjusted data and unadjusted data along with its waiver request. In order to secure Owner approval, the waiver request should clearly demonstrate that (1) the force majeure event was sufficiently serious and unusual to warrant adjustment of the monthly service quality statistics, including a detailed description of the adverse consequences of the event on Company's facilities; (2) to the extent reasonably foreseeable, Company prudently planned and prepared in advance for such emergencies; (3) despite these plans and preparations, and the best efforts of the company personnel before, during, and after the event, failures to satisfy the service objectives could not reasonably have been avoided; and (4) the extent and nature of the adjustments requested are appropriate for the circumstances. The Owner shall grant waiver requests if Owner finds that all four criteria have been met.
- 3) Company shall provide a report detailing the monthly results of its compliance with Service Level Objectives as set forth in this Exhibit within 30 days after the end of each calendar quarter.
- 4) Company shall provide the supporting documents and calculations utilized to derive the Service Level quarterly results upon 10 business days notice to the Company.
- 5) If Company fails to meet any of the Service Level Objectives in any given three month period, it shall submit a plan to Owner within ten (10) business days detailing the steps it plans to take to bring the results into compliance with the Service Level Objectives. The first thirty-day period following the three-month period during which the failure occurred shall be considered a grace period during which the Company will implement its corrective plan. If, at the end of the thirty-day grace period, the Company has failed to correct its previous failure to meet the Service Level Objectives, then Company shall be considered in default under the Agreement.

## **EXHIBIT E**

### **ACCEPTABLE USE POLICY**

This Acceptable Use Policy specifies the actions prohibited by ELAUWIT NETWORKS, to users and customers of services provided by ELAUWIT NETWORKS. ELAUWIT NETWORKS reserves the right to modify the Policy at any time, effective upon posting of the modified Policy to this URL: <http://support.elauwitnetworks.com>.

#### **Illegal use**

ELAUWIT NETWORKS Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

#### **System and network security**

Violations of system or network security are prohibited, and may result in criminal and civil liability. ELAUWIT NETWORKS will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

#### **Email**

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

#### **Usenet**

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

**INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A ELAUWIT NETWORKS CUSTOMER OR**

A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

ELAUWIT NETWORKS RESERVES THE RIGHT TO SHUT DOWN OR TERMINATE ACCESS AT ANY POINT FOR SUSPICIOUS ACTIVITY OR IF ELAUWIT NETWORKS BELIEVES THE USER IS CAUSING MALICIOUS OR DETRIMENTAL NETWORK ISSUES. REACTIVATION MAY RESULT IN A REACTIVATION FEE AND MAY TAKE UP TO 36 HOURS.

Complaints regarding illegal use or system or network security issues may be sent to [security@ElauwitNetworks.com](mailto:security@ElauwitNetworks.com).

Complaints regarding SPAM or other email abuse may be sent to [abuse-mail@ElauwitNetworks.com](mailto:abuse-mail@ElauwitNetworks.com)

Complaints regarding incidents of phishing or spoofing may be sent to [phishing@ElauwitNetworks.com](mailto:phishing@ElauwitNetworks.com).

Complaints regarding USENET abuse may be sent to [abuse-news@ElauwitNetworks.com](mailto:abuse-news@ElauwitNetworks.com)

For live security incidents, please contact ELAUWIT NETWORKS at 1-800-611-9837 (24x7).

## EXHIBIT F ARROWPOINT RESIDENT MANAGEMENT PORTAL

Company shall utilize its "Resident Management System" (RMS) to provide and manage options for a resident landing page, or portal, for the Property. Operating features of the RMS are as follows:



## TRUE TO THE MARK SWIFT & POWERFUL

### Overview

Elauwit Networks' web-based platform provides real-time information for each property: network status, custom usage reports, resident tracking, messaging & control, resident account management and much more. This remote management system is our unique solution enabling efficient management of a property's high-speed Internet access (HSIA).

**Community managers can take an active role in ensuring rent is paid on time by controlling internet access.**

**ArrowPoint** enables managers to perform the following activities:

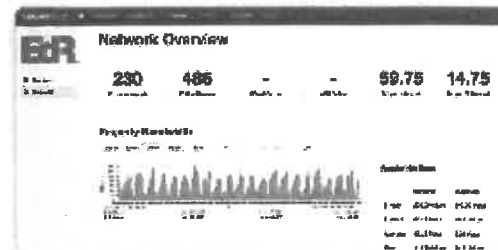
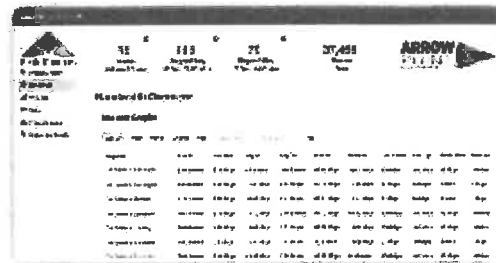
- Suspend/resume resident internet services for non-payment or abuse, even a single resident device, plus provide custom suspension messages
- View registered users & devices
- Online community portal with an event and news manager
- Re-direct to community portal to deliver property messages
- Real-time viewing of the number of residents online, as well as bandwidth usage
- View resident support tickets
- Send/receive browser-to-browser resident messages, 1-way or 2-way, to one resident or to all residents
- Issue emergency alert "CAMS" messages to email, browser, text, portal and community channel
- Access knowledge base support documents, current video channel lineup, etc.
- Create & save custom reports and templates

Everything can be managed from one convenient location on the web, from any computer with a web browser and an Internet connection.

**ArrowPoint** is continuously updated through Elauwit's Network Operations & Call Center (NOC) located in the United States.

### All new features...

- Improved interface & speed
- One-stop property dashboard
- Easy-to-use views & graphs of network performance
- Fully responsive to all Mobile browsers
- Temporary guest registration
- Resident one-or-all messaging & CAMS
- Custom reports with save function
- Review & submit support tickets
- Individual resident bandwidth graphs



## elauwit NETWORKS

El-ah-wit is an American Indian word for "hunter".

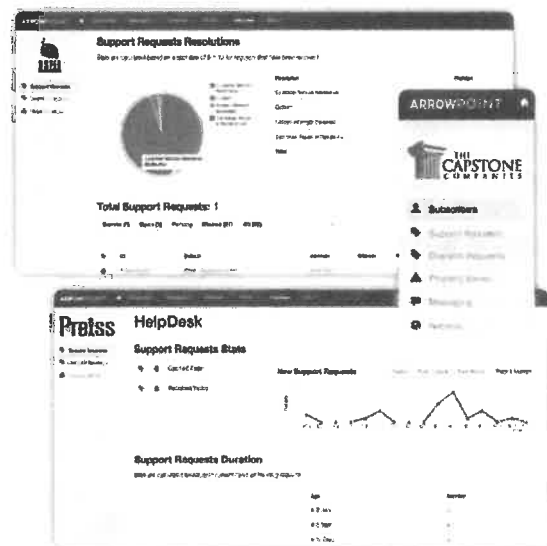
With skilful enthusiasm, the lithe native American leans forward in stealthy stride, eyes focused on the prize. He restrains an unskilled wolf-dog with one hand while grasping his bow and arrow, tools of the hunter; in the other,



Elauwit's **ArrowPoint**...tools for successful technology.

Property management can use **ArrowPoint** to suspend, slow-down or resume internet service with the click of a button. Admin rights and user levels are available to give marketing staff access to manage just the community portal. It's all accessible from any computer with internet access and proper credentials.

Provide a dynamic community portal to your residents to inform them of events and community news. The portal is accessible via **ArrowPoint** and allows staff to post articles and calendar events for residents. Elauwit also provides local and national news and community weather.



**ArrowPoint** is integrated with each onsite Gateway, enabling extensive functionality and providing residents with the optimal plug-and-play experience. Elauwit has created a seamless online environment for the resident via a simple registration system. This integration allows our Customer Service representatives to assist residents with any issues which may arise.



- Bandwidth monitoring
- Bandwidth prioritization & configuration
- Resident Suspension feature
- Bandwidth floor & cap management
- Individual resident usage graphs
- DNS / DHCP and IP addressing logs

- 24/7 network device monitoring
- ISP monitoring & support collaboration

- Custom reports (with save function)
- Bandwidth reporting
- Online user statistics
- Device network statistics

- Real-time current usage reporting
- System update reporting
- Support ticket review & submit

- User, group & dashboard management
- DMCA and CALEA Compliant
- All common VPN types allowed
- Supports all Mobile browsers

www.elauwit.com  
sales • 800.948.5874  
support • 800.611.9837